



**MEMORANDUM OF UNDERSTANDING
ON AGRICULTURAL SCIENCE AND TECHNOLOGY COOPERATION
BETWEEN
THE RURAL DEVELOPMENT ADMINISTRATION
OF THE REPUBLIC OF KOREA
AND
NATIONAL AGRICULTURE AND FORESTRY RESEARCH INSTITUTE OF
MINISTRY OF AGRICULTURE AND FORESTRY
OF LAO PEOPLE'S DEMOCRATIC REPUBLIC**

The Rural Development Administration of the Republic of Korea (hereinafter referred to as "RDA") and the National Agriculture and Forestry Research Institute of Ministry of Agriculture and Forestry of Lao People's Democratic Republic (hereinafter referred to as "NAFRI"), jointly referred to as the "Sides", are resolved to conclude this present Memorandum of Understanding between RDA and NAFRI, hereafter referred to as "MOU", in accordance with the following paragraphs.

PARAGRAPH I - PURPOSE

This MOU is aimed to describe the technological, financial and material cooperation for the operation of the Korea Program on International Agriculture (KOPIA) Center, RDA, the Republic of Korea, which will be established in Lao PDR and hosted by the NAFRI, hereinafter referred to as the "KOPIA-Lao PDR Center". In this connection, the Sides will jointly explore and coordinate research, development and extension activities of mutual interests in the field of agriculture, in accordance with the laws, regulations and policies of the Republic of Korea and the Republic of Lao PDR, the details of which will be mutually consented in writing through Agreement on Technology Cooperation Project (ATCP) with work and financial plans.

PARAGRAPH II – ACTIVITIES OF THE KOPIA-Lao PDR CENTER

The projects to be implemented by the KOPIA-Lao PDR Center will be in the fields of agriculture, subject to the availability of funds and approval of both Sides. The assistance and collaborative understandings of the KOPIA-Lao PDR Center would include the following activities or programs:

1. Agricultural and livestock research and development projects to be decided by

the Sides;

2. Training or education of Lao PDR's officials, researchers, extension workers, and farmers at RDA in Korea or at KOPIA Center;
3. Research and development activities of Korean experts and scientists at NAFRI as its host institute;
4. Exchange of plant genetic resources on a reciprocal basis, research materials on the basis of Standard Material Transfer Agreements (SMTAs), publications and other technological information; and
5. Other activities of mutual interest to the Sides which aim to promote agricultural technology cooperation.
- 6.

PARAGRAPH III - OBLIGATIONS OF RDA

The RDA, as the establisher of the KOPIA-Lao PDR Center, will support the financial resources necessary for the funding of the KOPIA-Lao PDR Center, which will include agricultural technological development projects, expenses for capacity building of officials, researchers, extension workers, and farmers, and operation of the KOPIA-Lao PDR Center. Detailed terms and conditions of the collaboration will be mutually consented in ATCP with work and financial plans as stipulated in PARAGRAPH I of this MOU.

The funds contributed by the RDA will be deposited in a specific independent bank account for the implementation of this MOU. The funds will be used for the payment of arrangements, obligations and expenses arising from the implementation of this MOU and the operation of the KOPIA-Lao PDR Center. The funds will be independently managed by the KOPIA Center Director dispatched from RDA.

PARAGRAPH IV - OBLIGATIONS OF NAFRI

For the scientific and technological assistance, NAFRI, as the host for the KOPIA-Lao PDR Center will:

1. dispatch staff to the KOPIA-Lao PDR Center for the administrative support such as administrator, accountant and driver. Their salary will be paid in accordance with NAFRI's payment rules and regulations by the KOPIA fund;
2. allow the participation of the KOPIA Center Director, research assistants, and experts in the joint execution of research projects of mutual interest which are being or may be carried out by the KOPIA-Lao PDR Center;
3. make available to the KOPIA-Lao PDR Center Director, research assistants, and experts any scientific-technological information, which may be required for the execution of their works at the Center;
4. make feasible, whenever, for the KOPIA-Lao PDR Center Director, research assistants, and experts to participate in courses, seminars, congresses, workshops and other similar events by the KOPIA Center's funding resources; and
5. facilitate the KOPIA-Lao PDR Center Director, research assistants, and experts

while on official travels to Lao PDR, subject to the travel authority and regulations allowed by the RDA for the Center's human resources.

For the logistical support, NAFRI, as the host for the KOPIA-Lao PDR Center will;

1. provide the KOPIA-Lao PDR Center offices, laboratories, available equipments, and experimental fields for the implementation of research and pilot projects;
2. make available other means or equipments necessary to conduct the work of the Director, research assistants, and experts;
3. facilitate visa issuance for KOPIA Director, research assistants, and experts;
4. support administrative procedures of opening a specific independent bank account for implementing KOPIA projects;
5. promote to grant diplomatic status or equal privileges for KOPIA Director;
6. exempt the Director, research assistants, and experts from income tax and fiscal charges imposed on or in connection with any salaries or allowances remitted to them from overseas;
7. exempt income tax and other fiscal charges imposed on or in connection with payment of KOPIA Center's office expenses and KOPIA projects remitted from overseas;
8. exempt fiscal charges and value added tax on vehicles, facilities, machines, equipments and tools for implementing KOPIA projects; and
9. take necessary measures to guarantee the safety and the security of KOPIA Director, research assistants, and experts staying in Lao PDR .

PARAGRAPH V - INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights and copyrights related to the KOPIA-Lao PDR Center's collaborative activities under this MOU will be jointly owned by both Sides. Detailed procedures will be decided by the mutual consent of the Sides.

PARAGRAPH VI - COMMUNICATION

Communication between the Sides will be in English in writing and will observe the following forms:

1. Communication relating to normal work routines, the working conditions of the Director, research assistants, and experts of both Sides, and also those relating to the staff, which do not require changes in the MOU, will be directly made between the Director designated by RDA and the legal counterpart at NAFRI; and
2. Communication during the implementation of this MOU, and proposals for changing contractual paragraphs and notifications to it, which require management executive decisions of the Sides, will be sent by means of formal or electronic correspondence, with proof of or acknowledgment of receipt, to

managers at the addresses indicated below;

For RDA

Director of Division for KOPIA

Rural Development Administration

300 Nongsaengmyungro, Jeonju, 560-500, Republic of Korea

Telephone: + 82-63-238-1160

Fax : +82-63-238-1783

E-mail: kopia@korea.kr

For NAFRI

Director General

National Agriculture and Forestry Research Institute

PO. Box: 7170, Vientiane, Lao PDR.

Telephone: +856-21-770094

Fax: +856-21-770047

E-mail: bounthongbouahom@gmail.com

PARAGRAPH VII - FINANCIAL OBLIGATION

For the efficient implementation of KOPIA projects, the Sides will sign additional ATCP and the fund for the KOPIA projects will be burdened by the KOPIA, RDA, Korea.

PARAGRAPH VIII – ARBITRATION

An arbitration committee will be established and composed of three experts. One will be selected by the KOPIA Lao PDR Center; one will be selected by the NAFRI, and a third chosen by mutual agreement between the Sides who will be obliged to act, in accordance with the international laws and rules of arbitration.

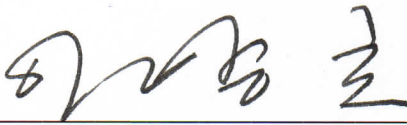
PARAGRAPH IX – ENTRY INTO EFFECT, AMENDMENT AND TERMINATION

This MOU will be effective on the date of the signature by both Sides, and will remain in effect for a period of five years. It will be automatically extended for further five years by mutual consent of the Sides. It may be modified by written mutual agreement of the Sides. The MOU may be suspended at the request of either Side by mutual agreement. Request for significant changes will be submitted to each Side no later than 90 consecutive days before its proposed effective date. This MOU may be terminated by the request of either Side, by means of written notification, with the proof of receipt, with a minimum of six (6) months prior notice.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective authorities, have signed this MOU. This MOU has been drafted in two copies of equal content and signed in the place on date, in the English language.

For Rural Development
Administration
of the Republic of Korea

For National Agriculture and
Forestry Research Institute of
Ministry of Agriculture and
Forestry of the Republic of Lao PDR



Mr. Lee Yang-ho
Administrator

Dr. Bounthong Bouahom
Director General

Date: 2015. 12. 7.

Date: 2015. 12. 7.

Place: Vientiane, LAO PDR

Place: Vientiane, LAO PDR