MEMORANDUM OF UNDERSTANDING BETWEEN NATIONAL INSTITUTE OF AGROBIOLOGICAL SCIENCES JAPAN AND

NATIONAL INSTITUTE OF AGRICULTURAL BIOTECHNOLOGY RURAL DEVELOPMENT ADMINISTRATION REPUBLIC OF KOREA

The National Institute of Agrobiological Sciences, Japan (herein referred to as NIAS), and the National Institute of Agricultural Biotechnology, Rural Development Administration of the Republic of Korea(herein referred to as NIAB), and both hereinafter referred to as the 'Parties' collectively, or 'Party' individually, intend to establish a cooperative relationship so as to promote and develop agricultural scientific and technical cooperation between the two organizations through mutual assistance in the areas of research, development and transfer of technology. The Parties enter into this Memorandum of Understanding (MOU) as a framework for cooperation.

FIRST: The Parties will seek to promote cooperation in the fields of agricultural science and biotechnology on the basis of equality and public benefit in accordance with their respective laws, regulations and agricultural policies.

SECOND: Cooperation activities pursuant to this MOU shall be implemented in conformity with agreements between the Government of the Republic of Korea and the Government of Japan in the fields of agricultural science and biotechnology.

THIRD: Subject to the availability of funds and approval of both parties, assistance and cooperation shall be provided through the following activities or programs:

- 1. exchange of technical staff and researchers;
- 2. joint research activities;
- 3. participation in scientific and technical seminars and meetings;
- 4. exchange of research publications and other technical information; and
- 5. any other activities of interest to the parties and which are consistent with the parties' objectives.

FOURTH: Each specific cooperative activity between the Parties pursuant to this MOU shall require a Letter of Agreement containing the following:

- 1. objectives of the activity;
- 2. description of the activity, including an outline of the different phases and the relevant schedule;
- 3. statement of the total approved budget and, if required, the corresponding budget allotment;
- 4. list of the people involved;
- 5. in case of joint research activities, the conditions for the publication of results, as well as the specific aspects related to the applicable copyright, intellectual property right and official confidentiality, among others, shall be stated; and
- 6. any other aspects of interest to both parties

FIFTH: The Director General of the National Institute of Agricultural Bio- technology, Republic of Korea, and the President of the National Institute of Agrobiological Sciences, Japan, shall be the official representatives of the Parties in matters pertaining to this MOU and the joint activities ensuing therefrom.

SIXTH: All activities pursuant to this MOU shall be subject to the applicable laws and regulations of the Republic of Korea and Japan.

SEVENTH: Should any controversy concerning the interpretation or application of this MOU arise between NIAB and NIAS, the Parties shall make reasonable efforts to resolve any such controversy amicably.

EIGHTH: This MOU may be amended through letters exchanged between the Parties.

NINTH: This MOU shall have a term of five (5) years from the date of the last signature, and it shall be extended for another five (5) years through letters of consent exchanged between the Parties. This MOU may be terminated by either party, provided that, a written notice is served to the other party, six months in advance, of its intention to terminate this MOU.

TENTH: This MOU will not affect the validity of any existing Memorandum of Understanding on the cooperation between the Institutes of the Parties that had been agreed to before the date of the last signature of this MOU.

In witness whereof, this English version composed of two (2) original documents each, are signed in the place and on the date indicated below.

For the

National Institute of Agrobiological Sciences

For the

National Institute of Agricultural Biotechnology

Bv

Teruo Ishige

President

Date

May 29, 2008

Place

Suwon, Korea

Witness

Makoto Kawase

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Director of Genebank

By

Chang-Ho Chung

Director General

Date

May 29, 2008

Place

Suwon, Korea

Witness

Taesan-Kim

Director of Genebank, NIAB