



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF
GEORGIA BY AND ON BEHALF OF GEORGIA STATE
UNIVERSITY, USA
AND
ANIMAL, PLANT AND FISHERIES QUARANTINE AND
INSPECTION AGENCY, THE REPUBLIC OF KOREA

The Board of Regents of the University System of Georgia by and on behalf of Georgia State University, USA, hereinafter referred to as "GSU," and the Animal, Plant and Fisheries Quarantine and Inspection Agency, the Republic of Korea, hereinafter referred to as "QIA," hereinafter jointly referred to as the "Participants," hereby affirm their mutual interest in, and desire to broaden, cooperative research programs in the fields of influenza virus and inflammatory diseases.

The Participants recognize that cooperation is a matter of working together toward common goals of mutual interest, not merely cooperative financing or sharing of research activities. The Participants also recognize that successful cooperation occurs only through mutual understanding and efficient administration of cooperative programs. Nothing in this broad understanding is to be construed as interfering in any way with the basic responsibilities and authority of either Participant for independent action.

This Memorandum of Understanding ("MOU") sets forth in general terms the basis upon which the Participants intend to cooperate. Individual projects may be developed between the Participants that outline specific research projects ("Research Projects"). Each individual Research Project shall be set out in greater detail by the Participants in subsequent implementing agreements, as more specifically described below.

ARTICLE 1 Purpose and Nature of Cooperation

1.1 The purpose of this MOU is to facilitate and enhance the academic cooperation between the Participants on Research Projects in the fields of influenza virus and inflammatory diseases (the "Fields"). The cooperation between the Participants shall generally be in planning and implementing predetermined and mutually agreed upon Research Projects in the Fields.

1.2 To generate broad interest and increased activities, the Participants may, if possible and when appropriate and upon mutual written consent, involve other interested public agencies and the scientific and business communities of the Republic of Korea and the United States of America in the Research Projects, trade capacity-building activities, and scientific cooperation and exchanges in the implementation of this MOU.



ARTICLE 2 General Contributions and Forms of Cooperation

2.1 All cooperative activities under this MOU are subject to the availability of funding, personnel and resources. This MOU does not obligate any particular expenditure or commitment of resources or personnel or require either Participant to enter into any contract or other obligation.

2.2 Each Participant should utilize its own resources, including the expenditure of its own funds, in carrying out activities under this MOU, unless otherwise mutually agreed upon in writing. Activities should not involve the transfer of funds between the Participants, except to the extent that they describe future compensation for goods or services provided.

2.3 Prior to the start of any Research Project, the Participants shall enter into a written implementing agreement (the "Research Agreement") that addresses the following topics, if applicable to the Research Project:

- 2.3.1. Designation of the personnel and the lead scientist for each Participant involved in the Research Project;
- 2.3.2 A statement of the objectives of the Research Project including a description of the program activities and a timeline of the research including milestones;
- 2.3.3 A list of supplies and facilities each Participant expects to commit;
- 2.3.4 Administrative mechanism(s) necessary for the implementation of the Research Project;
- 2.3.5 What assistance will be facilitated by the hosting Participant for visiting researcher(s), including, if appropriate, visa support, accommodation, maintenance allowance, etc.;
- 2.3.6 Assistance for obtaining data which are necessary for implementation of the Research Projects;
- 2.3.7 Assistance for obtaining customs clearance on agreed items of supplies and equipment imported to the counter country;
- 2.3.8 Statement of the total approved budget and the corresponding budget allotment;
- 2.3.9 The financial mechanism by which the transfer of funds, if appropriate, will take place;
- 2.3.10 The conditions for the publication of results, the specific aspects related to the applicable copyright and intellectual property rights, and confidentiality; and
- 2.3.11 Any other aspects of interest to both Participants.

2.4 For the purposes of implementing this MOU and the overarching relationship, the Participants will develop a General Work Plan, which will be supplemented with annual work plans.



ARTICLE 3 Controversies and Disagreements

The Participants should attempt to resolve any dispute regarding the implementation or interpretation of this MOU through friendly and timely consultations.

ARTICLE 4 Term and Termination

4.1 The MOU shall be effective as of the date it has been signed by both Participants (the "Effective Date") and shall have a term of five (5) years from the Effective Date.

4.2 Either Participant may terminate this MOU at any time with prior written notice to the other Participant. A Participant should endeavor to give the other Participant at least six (6) months prior written notice of its intention to end its cooperation under the MOU, and the Participants should continue to work together to conclude specific Research Projects already in progress.

4.3 Changes and additions to this MOU may be made by mutual written agreement of the Participants.

ARTICLE 5 General Provisions

5.1 The Participants acknowledge that GSU is an entity of the State of Georgia, USA. The Georgia State University Research Foundation, Inc. ("GSURF") is a Georgia non-profit corporation and cooperative organization of GSU established to (a) receive grants from external funding sources, (b) enter into research agreements, and (c) own and control intellectual property, all on behalf of GSU. All Research Agreements under this MOU will be between the Agency and GSURF. GSURF will then subcontract the performance of all services under each Research Agreement to GSU.

5.2 It is mutually understood by the Participants that:

- 5.2.1 All activities under this MOU should be carried out in strict adherence to the applicable laws and regulations of the Republic of Korea and the United States of America.
- 5.2.2 Outlines covering goals and objectives, working plans, research methodologies, and procedures may be prepared jointly.
- 5.2.3 This MOU in no way restricts either Participant from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- 5.2.4 Reciprocal visits by Participant scientists may be encouraged or planned in order to establish new research collaborations and/or plan for additional long-term exchanges.



- 5.2.5 The Participants acknowledge that this MOU does not constitute, create, give effect to, or otherwise imply a combined venture, pooling arrangement, partnership or organization of any kind.
- 5.2.6 This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or in equity, by a party against the United States and Republic of Korea, their agencies, officers, or any person.
- 5.2.7 Correspondence and documentation (including required reports) between the Participants should be sent to the following addresses:

For GSU:

Georgia State University
Office of Legal Affairs
Attn: University Counsel
P.O. Box 3987
Atlanta, GA 30302-3987

For QIA:

Lee, Youn-Jeong,
Avian Disease Division
175 Anyang-ro, Manan-gu, Anyang-si, Gyeonggi-do, 430-757
Republic of Korea

- 5.2.8 Correspondence with regard to the terms of this MOU shall be sent to the following addresses:

For GSU:

Georgia State University
Office of Legal Affairs
Attn: University Counsel
P.O. Box 3987
Atlanta, GA 30302-3987

For QIA:

Lee, Youn-Jeong,
Avian Disease Division
175 Anyang-ro, Manan-gu, Anyang-si, Gyeonggi-do, 430-757
Republic of Korea



IN WITNESS WHEREOF, the Participants have agreed that this MOU, done in English, is equally authentic to both Participants. All documents bearing on the matter are duplicated and kept respectively by both Participants.

Animal, Plant and Fisheries Quarantine and
Inspection Agency, the Republic of Korea

The Board of Regents of the
University System of Georgia by and
on behalf of Georgia State University,
USA

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Director General
Department of Animal and Plant Health
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Dr. James Weyhenmeyer
Vice President for Research and
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Date: Nov. 11 2011

Date: Nov. 28 2011