

INTERNATIONAL RESEARCH COLLABORATION AGREEMENT

BETWEEN



ANIMAL, PLANT, AND FISHERIES QUARANTINE AND
INSPECTION AGENCY(QIA), REPUBLIC OF KOREA



AND

INSTITUTE OF BIOTECHNOLOGY (IBT), VIETNAM ACADEMY OF
SCIENCE AND TECHNOLOGY (VAST), SOCIALIST REPUBLIC OF
VIETNAM

This agreement is established to promote collaborative research exchanges between the Animal, Plant, and Fisheries Quarantine and Inspection Agency (QIA), Ministry of Food, Agriculture, Forestry and Fisheries (MIFAFF), Republic of Korea and the Institute of Biotechnology (IBT), Vietnam Academy of Science and Technology (VAST), Socialist Republic of Vietnam in accordance with the following articles:

Based on our common interests in carrying out and facilitating our collaborative research initiatives and training, the Parties agree:

Article 1: OBJECTIVE OF THE AGREEMENT:

The purpose of the agreement is to establish and facilitate mutual cooperation in research activities and the exchange of technical and scientific information, expertise and personnel.

Article 2: OBJECTIVE AND COMMITMENT OF TECHNICAL COOPERATION AND RESEARCH EXCHANGE:

The objective of the mutual cooperation in the exchange of scientific research and expertise is to promote and enhance the parties' common interests in their technical field. Each collaborative initiative under this agreement will comply with all applicable laws and regulations enforced by both countries. This article is applicable to the following activities:

- a) Exchange of educational, scientific, and research materials and personnel that mutually beneficial to both institutes.

- b) Development of cooperative endeavors in research and training and the sharing through exchange of faculty and research scholars for such purposes through sabbaticals (involving teaching and research), conferences, colloquia, symposia, and seminar.
- c) Development of mutually agreed upon collaborative research projects.
- d) Joint proposals for international funding for research projects.

Article 3: JOINT RESEARCH PROJECTS:

The Parties will negotiate and document in writing the degree of any agreed upon financial support for any collaborative activities undertaken. Funds will be utilized only in compliance with any applicable guidelines and may cover items such as compensation for researcher and professional, administrative and technical personnel, support services, equipment, supplies and resources. Each Party will support research projects and initiatives within the limits of the terms of specific projects.

Article 4: PERSONNEL EXCHANGE:

The Parties will promote the personnel exchange of researchers and scientists at Party institutions through joint research projects and training programs. The research agreement may include research projects involving research scholars/trainees from Party institutions working at other institutions for a certain period of time. Their funding and exchange must be determined prior to the start of the training program.

Individuals nominated by one institution to receive special training in research, or to pursue specific areas of scholarships at the other shall, subject to the approvals required by the host institution, be invited to join the appropriate unit as a visiting research scholar/trainee. The host institution will assist the visiting scholar/trainee in acquiring any necessary visa and local accommodations.

Article 5: FINANCIAL OBLIGATIONS:

The host institution accepting a visiting research scholar/trainee assumes no financial responsibilities including employment, compensation, travel, transportation, local subsistence, health insurance, lodging and other expenses incidental to the visit related to the research project unless specifically offered in the letter of invitation. In the absence of an offer letter covering these costs, they will be assumed by the home institution or the scholar/trainee.

All visiting personnel & their dependents must comply with mandatory medical insurance and any applicable rules or regulations as required by the policy of the host institution, including the execution of proprietary rights or confidentiality agreements.

Article 6: EXCHANGE AND SHARING OF TECHNICAL AND SCIENTIFIC INFORMATION, SCIENTIFIC SUPPLIES AND EQUIPMENT, RESEARCH MATERIAL:

The exchange and sharing of technical and scientific data and research material, and the purchase and shipment of the scientific supplies and equipment for the research projects will be determined for each individual project, and will comply with both parties' guidelines, national and international relevant laws and regulations.

Article 7: PROJECT IMPLEMENTATION:

The responsibilities and liabilities of each Party will be specified in each independent project agreement, which shall be executed prior to the undertaking of any specific research project. Each specific project will be developed jointly by both institutions and will be subject to the internal approval process at each institution. Neither party shall have any obligation to proceed with any project until the project agreement is executed by all parties.

Article 8: EXCHANGE OF PUBLICATIONS AND INFORMATION:

Any information or publication related to the technical cooperation under this agreement shall be prepared in joint consultation of all parties. Intellectual property rights and right to research results shall be agreed to by the parties and incorporated into the separate agreement for the specific research project prior to project commencement.

The Parties agree not to publish or otherwise disclose any Proprietary Information of another Party. The definition of proprietary information will be included in each project agreement and each party's respective participants will execute a proprietary rights or confidentiality agreement prior to project participation. The Parties shall have the right to publish results of the Project which are not proprietary provided that all Parties shall be furnished copies of any proposed publication or presentation at least thirty (30) days before submission of such proposed publication or presentation. During that time, the Parties shall have the right to review the material for Proprietary Information and to assess the patentability of any invention described in the material. If any Party decides that a patent application should be filed, the publication or presentation shall be delayed an additional ninety (90) days or until a patent application is filed, whichever is sooner.

Article 9: EXTENSION, AMENDMENT OR TERMINATION OF THE AGREEMENT:

This agreement will be effective upon its mutual signing and remain in effect for a period of five (5) years. For clarity, the Agreement will expire on 3 September 2017. Renewal may be negotiated during the final year of the agreement. In the event that the agreement is not renewed, any research or related activities in progress at the time of termination of this agreement will continue until the agreed scope of work has been completed.

Provided, however that this agreement may be terminated by any party upon ninety (90) days written notice to all other Parties to the agreement. This agreement may be amended or extended by mutual agreement of the Parties.

Article 10: RESOLUTION OF CONTROVERSY:

Unless otherwise agreed to in any specific project agreement, the resolution of any dispute, controversy or claim between the parties arising out of or in connection with this agreement shall be done by the negotiations between the parties. When not resolved, both countries' relevant laws and regulations, international rules and customs will be observed.

Article 11: LANGUAGE:

Although a translation of this agreement may be prepared in another language, it is understood and agreed that this English-language version is the official binding document between the parties.

Article 12: USE OF NAME:

Except in promoting the activities proposed in Article 2 above among its faculty and students, neither party may use the name of the other party in any form of advertising or publicity without express written permission. The parties must seek permission from one another by submitting the proposed use, well in advance of any deadline, to the liaison officers designated in Article 13 below.

Article 13: LIAISON CONTACT INFORMATION:

**ANIMAL, PLANT AND FISHERIES
QUARANTINE AND INSPECTION
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The Parties agree to consult periodically concerning the status of the agreement and other relevant matters.

IN WITNESS WHEREOF, this Agreement is executed in two identical counterparts which are equally valid. The Parties hereto have thoroughly read and certify to be in accordance with their desires in all aspects that relevant signatures and seal (if any) are set to be of evidence. Each is to be in the possession of each party.

**DEPARTMENT OF ANIMAL AND
PLANT HEALTH RESEARCH, QIA**

**DIRECTOR GENERAL
KIYOON CHANG, D.V.M., M.S.**



Signature

September 4, 2012
Date

**INSTITUTE OF BIOTECHNOLOGY,
VAST**

**DIRECTOR
TRUONG NAM HAI, A/Prof., Ph.D.**



Signature

September 4, 2012
Date