

Memorandum of Understanding
on Cooperation in the Field of Plant Quarantine
Between
the Animal, Plant and Fisheries Quarantine and Inspection
Agency of the Republic of Korea and
the Department of Agriculture, the Ministry of Agriculture
and Forestry of the Lao People's Democratic Republic

The Animal, Plant and Fisheries Quarantine and Inspection Agency of the Republic of Korea and the Department of Agriculture, Ministry of Agriculture and Forestry of the Lao People's Democratic Republic(hereinafter referred to as the "Sides");

Desiring to further strengthen and develop cooperation in the field of plant quarantine of protecting the territories of the two countries from the introduction and spread of plant pests and diseases; and

Taking into account the WTO Agreement on the Application of Sanitary and Phytosanitary Measure (the "SPS Agreement") and the FAO International Plant Protection Convention (the "IPPC"),

Have reached the following understanding:

Paragraph 1

Purpose

The purpose of the Memorandum of Understanding (hereinafter referred to as "the MOU") is, while respecting the spirit of the SPS Agreement and the IPPC, to strengthen and develop bilateral cooperation in the field of plant quarantine based on related international standards, guidelines and recommendations.

Paragraph 2

Cooperation

The cooperation under this MOU may include:

- (a) implementation of projects pertaining to plant quarantine cooperation;
- (b) exchange of visits of plant quarantine experts;
- (c) phytosanitary capacity evaluation and assistance and training in the protection of plant;
- (d) exchange of quarantine technologies;
- (e) portable inspection tools;
- (f) joint seminars and/or workshops;
- (g) information exchange; and
- (h) any other cooperation in relation to plant quarantine that may be jointly decided by the Sides

Paragraph 3

Contacts

1. The Sides will appoint coordinators to implement the cooperation under the MOU. The coordinators of the Sides will jointly establish and implement project plans each year and publish the final report at the end of each project's completion.
2. The Sides may communicate using telephone, fax, internet or email.

Paragraph 4

Expert Exchange

The Sides may exchange visits of experts in order to facilitate the cooperation under this MOU. The Sides will inform the coordinators at least 30 days in advance of such exchanges, and the coordinators will make their best efforts to support visits and activities of the experts.

Paragraph 5

Expenses

Expenses incurred under this MOU will be borne as mutually decided through consultations between the Sides. .

Paragraph 6

General Provisions

1. This MOU is not intended to create any legally binding obligations under international law.

2. This MOU will be carried out within the framework of the respective national laws and regulations of the two countries and subject to the availability of appropriated funds and personnel of the Sides.

Paragraph 7

Dispute Resolution

Any differences arising from the interpretation or implementation of this MOU will be resolved amicably through consultations between the Sides.

Paragraph 8

Entry into Effect, Termination and Amendment

1. This MOU will come into effect on the date of signature and will remain in effect for a period of three years.
2. Either Side may terminate this MOU by notifying the other Side in writing of its desire to terminate the MOU. The termination will take effect three months following the receipt of the notice by either Side.
3. This MOU may be amended with the mutual written consent of the Sides.

Signed in duplicate at Vientiane, Lao PDR on the 7 November, 2011, in the Korean, Lao and English languages, all texts being equally valid. In case of any divergence in interpretation, the English text will prevail.

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

**For the Ministry of Agriculture and
Forestry of the Lao People's
Democratic Republic**

Name: Mr. Tae-Woong HUR
Title: Director-General
Organization: Department
of Plant Quarantine

Name: Dr. Monthathip CHANPHENGXAY
Title: Director-General
Organization: Department
of Agriculture