

**MEMORANDUM OF UNDERSTANDING
ON THE
ESTABLISHMENT OF THE KOREA-LATIN AMERICA FOOD
AND AGRICULTURE COOPERATION INITIATIVE**

The representatives of the Rural Development Administration, the Republic of Korea (ROK) and the Ministry of Agriculture and/or the Agricultural Research Institutes of each Latin American country comprising the Plurinational State of Bolivia, Republic of Colombia, Republic of Costa Rica, Dominican Republic, Republic of El Salvador, Republic of Guatemala, Republic of Haiti, Republic of Honduras, Republic of Nicaragua, Republic of Panama, Republic of Paraguay and Republic of Peru; hereinafter referred as “the Members”:

ACKNOWLEDGING the necessity of cooperation among the Latin American countries and ROK for sustainable agricultural development in the region, and

SHARING the view that the endeavor to upgrade the agriculture and food sectors and to reform the industry structure for the promotion of common interests and food security is of vital importance;

HAVE JOINTLY DECIDED AS FOLLOWS:

**PARAGRAPH 1
Establishment and Location**

1. The Members hereby establish an initiative known as the Korea-Latin America Food and Agriculture Cooperation Initiative (hereinafter referred as “KoLFACI”).
2. The headquarters and secretariat office of the KoLFACI will be located at the Rural Development Administration (hereinafter referred as “RDA”), Jeonju, the Republic of Korea (hereinafter referred as “ROK”). Its affiliate centers may be established in the Member’s countries in Latin America.

PARAGRAPH 2

Purpose

The purpose of the KoLFACI is to promote sustainable green growth, facilitate continuous economic development, and improve the socioeconomic status of small scale farmers through technological cooperation with the Latin American countries.

PARAGRAPH 3

Membership

1. Government organizations for agriculture in the ROK and in the countries of the Latin American region will become the members of the KoLFACI by signing this Memorandum of Understanding (hereinafter referred as "MOU").
2. Organizations or Institutes that may want join KoLFACI after this MOU takes effect have to obtain the approval of the General Assembly and sign a supplemental MOU to become a member.

PARAGRAPH 4

Activities

To achieve its purpose, the KoLFACI members will jointly undertake the following cooperative activities

- A. Technology development for the production of food and agricultural products
 - 1) develop productivity improvement technologies in crop, horticulture, and livestock
 - 2) develop research policies for promoting agricultural industrialization and restructuring
 - 3) develop nutrition and dietary improvement programs
- B. Technology development for sustainable agricultural environment, and resource conservation and utilization
 - 1) develop technologies for environment-friendly sustainable farming and water resource management

- 2) develop new food and energy resources to cope with the effects of climate change
 - 3) explore agricultural genetic resources and develop utilization technologies under the existing legal provisions
- C. Capacity building and technology transfer for the development of the agriculture and food industry
- 1) develop human resources by providing education and training programs in the fields of agriculture and food production
 - 2) facilitate building mutually beneficial relationship among KoLFACI member countries
 - 3) organize seminars, workshops and conferences at national and international levels to address pending issues

PARAGRAPH 5

Organization

1. The KoLFACI will establish a General Assembly. The General Assembly covers all the major decisions affecting policies, resources, programs and activities of KoLFACI.
2. The KoLFACI will establish an Executive Council and a Secretariat to support the General Assembly.
3. The Member where the Secretariat is located (ROK) will provide active support for the cooperation in agricultural technology among the Member countries.
4. The KoLFACI may establish an advisory committee such as the Committee on Science and Technology by approval of the Executive Council and organize a working group or special task force defined by the roles.

PARAGRAPH 6

General Assembly and Executive Council

1. Each Member will nominate a suitable representative as country director to be represented in the General Assembly. The General Assembly will designate one of the directors as Chairperson.

2. The General Assembly will be held every other year.
3. The General Assembly will select the Executive Council Members among themselves.
4. The Executive Council will consist of Directors from the Council Members (hereinafter referred as the Executive Director) and the Chairperson of the General Assembly will hold the post of the Chairperson of the Council.
5. The Executive Council will hold more than one meeting a year.
6. The Executive Council may establish a temporary committee on various issues within its scope of authority and function, whenever necessary.

PARAGRAPH 7

Secretariat

1. The Secretariat will consist of a Secretary General and staff who are nationals of the Member's country.
2. The term of office of the Secretary General will be three (3) years and he/she may be reappointed.
3. The Secretary General will prepare the draft annual work program, the annual budget estimate, and the annual report for presentation at the annual meeting of the Executive Council for its approval.
4. The Secretary General will, in addition to exercising the powers assigned to him/her under this MOU, supervise the execution of the annual work program and the annual budget as well as the implementation of the decisions of Committees under the supervision and advice of the Executive Council.
5. The Secretary General will establish appropriate Units approved by the Executive Council to carry out the powers and functions assigned to him/her.

PARAGRAPH 8
Official Language

English will be the official of the KoLFACI.

English, Spanish, French and Korean copies of this MOU were signed and the English copy is the official version.

PARAGRAPH 9
Finance

1. The RDA, where the secretariat is located, will shoulder the expenses and goods which may include the following:

- (a) project expenses for the implementation of the cooperative project which should be within the available budget allocation
- (b) rental expenses for the Secretariat office space
- (c) wages, insurance fees, and other expenses necessary to hire Secretariat personnel
- (d) other expenses that may be required for the performance of its regular functions.

2. The KoLFACI may, with the approval of the Executive Council, accept grants and aid from non-member organizations.

PARAGRAPH 10
Settlement of Disputes

Any disputes or differences between the Members arising out of the interpretation and/or implementation and/or application of any of the provisions of this MOU will be settled amicably through mutual consultations and/or negotiations between the Members through diplomatic channels, without reference to any third party or international tribunal.

PARAGRAPH 11
Protection of Intellectual Property Rights

The protection of intellectual property rights of each Member will be carried out in conformity with the respective national laws and regulations. Each Member

reaffirms the provisions of international agreements relating to intellectual property to which it is a party.

PARAGRAPH 12

Withdrawal

1. Any Members may at any time withdraw from the KoLFACI by giving a written notification to the Secretariat.
2. The Members applying for withdrawal will be bound by its obligations until the end of the fiscal year during which the application for withdrawal is submitted.

PARAGRAPH 13

Amendments

1. Any Members may propose amendments to this MOU. A proposed amendment will be communicated to the Secretary General who will communicate it to the other Members at least six months in advance of its consideration by the Executive Council.
2. Amendments to this MOU will be adopted by the General Assembly and will come into force upon their acceptance by the Members.
3. Amendments accepted by the Members will enter into force upon the date of the last deposit of the instruments of acceptance with the Secretariat.

PARAGRAPH 14

Entry into Force

This MOU will become effective from the date of signing. It will remain in force until it is terminated under Paragraph 15 of this MOU.

PARAGRAPH 15

Termination

This MOU may be terminated when the number of the Members is less than five (5). Such termination due to the withdrawal will take effect at the end of the fiscal year.

PARAGRAPH 16
Depository

Upon signature, this MOU will be deposited with the Secretariat. The Secretary General will then promptly send a certified copy thereof to the Members.

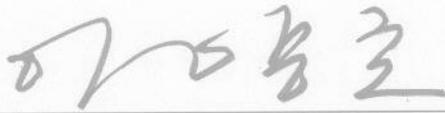
PARAGRAPH 17
Suspension

Each Member reserves the right, for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MOU. Such suspension will take effect immediately after notification has been given to the Secretariat. The Secretariat will notify it to the Members without delay.

IN WITNESS WHEREOF, the undersigned representatives, being duly authorized thereto, have signed the present MOU.

SIGNED at the Rural Development Administration, Jeonju, Republic of Korea on the 15th day of September, 2014 in the English language.

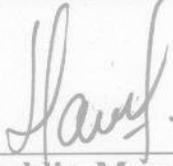
For the Rural Development Administration, Republic of Korea



Lee Yang-ho

Administrator, Rural Development Administration

For the National Institute of Innovation in Agriculture, Livestock and Forestry, Plurinational State of Bolivia



Hans Franklin Mercado Rios

Executive General Director, National Institute of Innovation in Agriculture, Livestock and Forestry (INIAF)

For the Ministry of Agriculture and Rural Development, Republic of Colombia



Hernan Miguel Roman Calderon

Vice Minister, Ministry of Agriculture and Rural Development

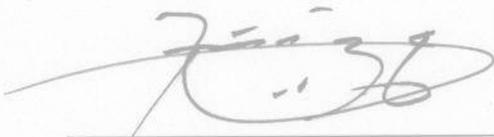
For the Ministry of Agriculture and Livestock, Republic of Costa Rica



Gina Paniagua Sanchez

Vice Minister, Ministry of Agriculture and Livestock

For the Ministry of Agriculture, Dominican Republic



Claudio Gregorio Jimenez Alvarado

Vice Minister, Ministry of Agriculture

For the Ministry of Agriculture and Livestock, Republic of El Salvador



Orestes Fredesman Ortiz Andrade
Minister, Ministry of Agriculture and Livestock

For the State for the Relaunching of Agriculture, Republic of Haiti



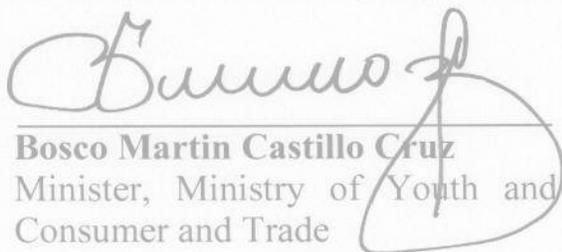
Vernet Joseph
Secretary, State for the Relaunching of Agriculture

For the Ministry of Agriculture and Livestock, Republic of Honduras



Moises Abraham Molina Guillen
Vice Minister, Ministry of Agriculture and Livestock

**For the Ministry of Youth and Member of the System of Production,
Consumer and Trade, Republic of Nicaragua**



Bosco Martin Castillo Cruz
Minister, Ministry of Youth and Member of the System of Production,
Consumer and Trade

**For the Ministry of Agricultural Livestock Development, Republic of
Panama**



Esteban Antonio Giron Diaz
Vice Minister, Ministry of Agricultural Development

For the Paraguayan Institute of Agricultural Technology, Republic of Paraguay



Daniel Fernando Idoyaga Santana
President, Paraguayan Institute of Agricultural Technology

For the National Institute of Agricultural Innovation, Republic of Peru



Jesus Francisco Caldas Cueva
General Director of Agricultural Extension, National Institute of Agricultural Innovation

For the Ministry of Agriculture Livestock and Food, Republic of Guatemala



Carlos Alfonso Anzueto del Valle
Vice Minister, Ministry of Agriculture Livestock and Food

The Republic of Guatemala will not apply Paragraph 14 of the MOU, which states it will become effective from the date of signing. According to the Political Constitution of the Republic of Guatemala, ratification is the act upon which Guatemala expresses its consent to be bound by a treaty or by an international agreement; this function appertains to the President of the Republic. Hence to the Republic of Guatemala, the MOU will take effect on the date the MOU is ratified, which will be notified to the depositary through diplomatic channels.