

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF FOOD AND DRUG SAFETY
OF THE REPUBLIC OF KOREA
AND
THE MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT
OF THE SOCIALIST REPUBLIC OF VIET NAM
FOR COOPERATION ON THE FOOD SAFETY

The Ministry of Food and Drug Safety ("MFDS") of the Republic of Korea and the Ministry of Agriculture and Rural Development ("MARD") of the Socialist Republic of Viet Nam (hereinafter referred to collectively as "the Sides" and singularly referred to "the Side")

RECOGNIZING the importance of ensuring quality and safety of food to protect and promote health of their respective people,

DESIRING to set up a framework for a long-term cooperation between the Sides and facilitate exchange of information, experiences and visits on the basis of equality, reciprocity and mutual benefit,

HAVE reached the following understanding:

ARTICLE 1

OBJECTIVE

The Sides hereby confirm their intention to promote cooperation in the areas of food safety in accordance with this Memorandum of Understanding (hereinafter referred to as "MoU").

ARTICLE 2

SCOPE OF COOPERATION

The Sides will promote mutual cooperation in the following areas:

- 1) Exchange of information on the relevant laws, regulations, standards and administrative procedures regarding food safety, food safety violation and

- correction,
- 2) Exchange of experiences, consultations and visits,
 - 3) Holding joint symposiums, workshops, and trainings,
 - 4) Conducting joint research in areas of common interests,
 - 5) Any other areas of cooperation in the field of food safety that may be jointly decided upon by the Sides.

ARTICLE 3

CONFIDENTIALITY

Neither Side may disclose or distribute any confidential information received or generated under this MoU to any third party or to the public, without prior written consent of the other Side.

ARTICLE 4

FINANCIAL ARRANGEMENTS

- 1) Each Side is responsible for the administration and expenditure of its own resources associated with activities under this MoU.
- 2) All assistance and undertaking under this MoU are subject to the availability of funds and to agreement between the Sides regarding the provision of such assistance.
- 3) The Sides may jointly seek funding to implement the activities of cooperation if it is necessary.

ARTICLE 5

WORKING LEVEL CONSULTATIONS

The Sides may establish a working-level consultation to discuss priority areas of interests and cooperative activities under this MoU.

ARTICLE 6

CONTACT POINTS

The Sides hereby designate the following contact points for the ongoing communication between the Sides to efficiently implement this MoU:

- For MFDS: Director of International Cooperation Office
- For MARD: Director General of International Cooperation Department

ARTICLE 7

IMPLEMENTATION

- 1) This MoU will be carried out within the framework of the respective laws, regulations, institutional guidelines and any other applicable legal provisions of each Side.
- 2) This MoU only establishes a framework for cooperation in the field of

food safety between the Sides, and does not intend to create, nor shall be deemed to create any legally binding obligations between the Sides under national or international laws, except provided in Article 3 (Confidentiality) of this MoU.

ARTICLE 8

RESOLUTION OF DIFFERENCES

Any differences, controversies or disputes arising from the interpretation and/or implementation of this MoU will be resolved amicably through consultations between the Sides.

ARTICLE 9

VALIDITY, AMENDMENT AND TERMINATION

- 1) This MoU will come into effect on the date of its signature by the Sides. It will remain effective for a period of five (5) years and may be automatically renewed for a successive period of three (3) years, unless either Side notifies the other Side in writing of its intention to terminate this MoU, at least ninety (90) days in advance.
- 2) The termination of this MoU shall not affect the duration or validity of any cooperative activities under this MoU which are in progress at the time of the notification of the termination of this MoU.
- 3) This MoU may be amended by mutual written consent of the Sides.

In witness whereof, the Sides hereto signed this MoU in Ha Noi on /05/2018, in two copies in English language, both texts being equally authentic.

**FOR MINISTRY OF FOOD
AND DRUG SAFETY**

**FOR MINISTRY OF AGRICULTURE
AND RURAL DEVELOPMENT**

RYU, Youngjin
Minister

Nguyen Xuan Cuong
Minister