

ARRANGEMENT ON AGRICULTURAL, FORESTRY AND FISHERIES CO-OPERATION

The Government of the Republic of Korea and the Government of New Zealand (hereinafter referred to as “the Participants”);

Recalling the understandings between the Participants in Chapter 14 (Agriculture, Forestry and Fisheries Co-operation) of the *Free Trade Agreement between the Republic of Korea and New Zealand* (hereinafter referred to as “the Agreement”);

Have reached the following arrangements:

Paragraph 1: OBJECTIVE

The objective of this Arrangement is to implement the understandings reached between the Participants in Chapter 14 (Agriculture, Forestry and Fisheries Co-operation) of the Agreement.

Paragraph 2: CO-OPERATIVE ACTIVITIES

1. All activities in this Arrangement will be evaluated periodically after three years and continued where the Participants agree.
2. Any activities commenced and yet to be completed will be unaffected by a decision not to continue (e.g. scholarships lasting more than one year).

English Training

3. New Zealand will provide up to 150 scholarships per annum for a duration of eight weeks each in English language training in New Zealand for primary or secondary school level students from agricultural and fisheries communities located in rural areas of the Republic of Korea.

Disease Risk Analysis Training Programme

4. New Zealand will provide a training programme in animal disease risk analysis for up to six officials and scientists per annum from the Republic of Korea (hereinafter referred to as “the Republic of Korea-New Zealand Animal Disease Risk Analysis Training Programme”).
5. The New Zealand Ministry for Primary Industries (hereinafter referred to as “MPI”) and relevant New Zealand tertiary institutions will provide the Republic of Korea-New Zealand Animal Disease Risk Analysis Training Programme. The Programme will focus on import risk analysis for animals and livestock products and will be conducted in the English language.

Animal Health and Veterinary Epidemiology Workshop

6. The Participants will collaboratively arrange a "Republic of Korea-New Zealand Animal Health and Veterinary Epidemiology Workshop". This workshop will be held by each Participant in turn, where the holding participant will provide the adequate resources and expenses for hosting the workshop.

Fisheries Science Training Programme

7. New Zealand will provide a training programme in fisheries science for up to six officials and scientists from relevant agencies in the Republic of Korea per annum in New Zealand (hereinafter referred to as the "Republic of Korea-New Zealand Fisheries Science Training Programme").

8. Fisheries scientists from the MPI will lead the Republic of Korea-New Zealand Fisheries Science Training Programme, which will be conducted in the English language.

Forestry Co-operation and Research Programme

9. New Zealand will encourage Scion (New Zealand Forest Research Institute Limited) to provide up to two secondment opportunities for forest researchers (including officials) from the relevant agencies of the Republic of Korea. If such opportunities are not available, instead up to two additional scholarships for forestry researchers (including officials) will be provided.

Scholarships

10. New Zealand will provide up to two scholarships per annum for a duration of entire semesters in postgraduate programmes in a university in New Zealand on veterinary or animal science for students from the Republic of Korea.

11. New Zealand will provide up to two scholarships per annum for a duration of entire semesters in postgraduate programmes in a university in New Zealand on fisheries and aquaculture for students from the Republic of Korea.

12. New Zealand will provide up to two scholarships per annum for a duration of entire semesters in postgraduate programmes in a university or tertiary institution in New Zealand on forestry for students from the Republic of Korea.

In-Market Collaboration and Joint Ventures.

13. The Participants will encourage, where appropriate, mutually beneficial in-market collaboration and joint ventures, including in Korea, New Zealand, or other markets.

14. Within 12 months of entry into effect of this Arrangement, the Participants will each conduct a study into mutually beneficial agricultural collaboration, including joint venture opportunities. Opportunities identified by each Participant will be considered by the Committee on Agriculture, Forestry and Fisheries, established under Article 14.8 (Committee on Agriculture, Forestry and Fisheries Co-operation)

of the Agreement, in order to determine which areas may be suitable for further action.

15. The Participants will consider, where appropriate, collaboration on mutually beneficial in-market events, such as trade fairs and exhibitions.

Additional Activities

16. The Participants will continue dialogue on opportunities for further co-operative activities under the auspices of the Committee on Agriculture, Forestry and Fisheries Co-operation established in Article 14.8 (Committee on Agriculture, Forestry and Fisheries Co-operation) of the Agreement.

17. Further co-operative activities may be incorporated into this Arrangement using the procedure set out in *Paragraph 4*.

Paragraph 3: IMPLEMENTATION

1. Co-operative activities covered by this Arrangement will be carried out in conformity with the respective laws and regulations of the Republic of Korea and New Zealand.

2. The costs will be, in principle, equally shared by the Participants. The division of costs will take into account financial and non-financial contributions and the capacities of each Participant.

3. If either of the Participants wishes to disclose to any third participant, any confidential data or information that may be exchanged, acquired, or shared in the context of, or which resulted from, the co-operative activities under this Arrangement, the disclosing Participant will seek the prior consent of the other Participant before any disclosure can be made, except as otherwise required by a Participant's domestic legislation.

Paragraph 4: MODIFICATION

1. This Arrangement may be modified at any time by mutual written consent of the Participants. The modifications will enter into effect on the date to be mutually determined by the Participants in writing.

2. For greater certainty, it is understood that proposals to modify this Arrangement may be made at any time by the Participants directly between themselves, or through the Committee on Agriculture, Fisheries and Forestry Co-operation established under Article 14.8 (Committee on Agriculture, Forestry and Fisheries Co-operation) of the Agreement.

Paragraph 5: ENTRY INTO EFFECT, DURATION AND TERMINATION

- 1. Following signature by both Participants, this Arrangement will enter into effect on the same date as the entry into force of the Agreement.
- 2. This Arrangement will remain in effect for a period of three years, and will be automatically extended for further periods, unless terminated by either Participant.
- 3. Termination will take effect three months following written notice by either Participant of its intention to terminate this Arrangement.
- 4. Termination of this Arrangement will not affect the validity and duration of any on-going scholarships and activities until completion of such scholarships and activities unless the Participants decide otherwise.

SIGNED in duplicate at _____ on _____ in the English and Korean languages, both texts having equal validity.

For the Government of the Republic of Korea :

For the Government of New Zealand :