

Memorandum of Understanding between Green Technology Center and National Council for Climate Change and Clean Development Mechanism (CNCCMDL)

The Green Technology Center - Korea (hereinafter referred to as "GTC") is a government funded organization based in Seoul. GTC conducts high-quality research in the field of green technology R&D policies in order to counteract the environmental crisis and the exhaustion of natural resources. GTC serves as Korea's gateway for global green technology cooperation and provides practical policy recommendations in areas of R&D policy, cooperative networking, and future green trend research. GTC contributes to enhancing developing countries' leadership in global green growth by sharing Korea's experience and expertise in embracing green growth as a national strategy. In order to achieve its vision, GTC cooperates with numerous International Organizations and globally distinguished research institutes.

The Consejo Nacional para el Cambio Climático y el Mecanismo de Desarrollo Limpio (here in after referred to as "CNCCMDL"). The CNCCMDL is a government organization based in Santo Domingo, National District, that formulates public policy and strategies necessary in Dominican Republic for the prevention and mitigation of greenhouse gas (GHG) emissions and adapt to the adverse effects of climate change , and ensures that public bodies and key actors of civil society to reach a high degree of information, awareness , education and engagement on climate change , its causes and consequences , leading them to implement actions that integrate socio-economic development and environmental protection at Dominican Republic.

Considering that GTC and CNCCMDL (hereinafter referred to as the "Parties", and individually, each a "Party") wish to formalize a basis on which the Parties may explore opportunities for cooperation and collaboration on matters of common interest, and to render their respective activities more effective and beneficial. Therefore, the Parties have agreed to enter into this Memorandum of Understanding (hereinafter referred to as the "MOU") as follows:

Article 1. Aims of GTC and CNCCMDL Cooperation

- a) The objectives of this MOU are to formalize a non-exclusive framework of cooperation and to facilitate collaboration between the Parties to contribute to

sustainable development, especially but not limited to green technology in Korea and the East Asia region (hereinafter referred to as "the Region").

Consistent with their respective mandates, the Parties desire to cooperate in carrying out activities conducive to bring academic and professional knowledge to bear on critical issues in green growth and green technology. In so doing, the Parties will advance the achievement of their work on sustainability issues involving green technology in the Region. Specifically, the Parties will focus on exploring the integrated and holistic approaches to the use of appropriate green technologies tailored for isolated regions, such as islands or isolated rural areas.

- b) In particular, the Parties anticipate that their collaboration will focus on a number of specific substantive areas which will include, but not be limited to:
- i. Promoting local level initiatives and inter-regional cooperation in the field of green growth and green technology R&D policies and identifying urban activities to reduce environmental impact;
 - ii. Promoting local community development and citizen partnership in green technology adoption and diffusion among cities and local governments in the Region;
 - iii. Fostering local and national level partnerships towards sustainable development;
 - iv. Building a network of local stakeholders to promote green technology innovation and development; and
 - v. Strengthening regional energy independence with regional training centers.

Article 2. Forms of GTC and CNCCMDI Cooperation

Further to the achievement of their common objectives, the Parties intend to consider ways to:

- i. Share knowledge, ideas, and lessons learned;
- ii. Develop programs and provide technical assistance for knowledge sharing programs;
- iii. Promote and support each other's forums, workshops, seminars, and symposia;
- iv. Exchange research materials, publications, information and expert services;
- v. Perform joint international projects;
- vi. Collaborate on ways to join with other entities engaged in activities similar, supplemental or related to those being pursued under this Memorandum;
- vii. Disseminate projects/research to the public through publications, the Internet, seminars, workshops, conferences and other easily accessible and inexpensive means;
- viii. Periodically evaluate the effectiveness of working in collaboration with each

- other, with reference to their respective organizational mandates and priorities;
and
ix. Exchange personnel to increase knowledge sharing and exchange.

Article 3. Financial Obligations of the Parties

This MOU does not represent any commitment in regards to funding on the part of the Parties. Any such commitment shall be reflected in separate agreements that may be entered into by the Parties under this MOU.

Article 4. Preparation, Implementation and Evaluation of Joint Work Activities

- a) This Memorandum provides a framework within which the Parties may develop and undertake collaborative activities. Specific arrangements for individual activities and projects will be set forth in written work plans to be jointly formulated by the Parties.
- b) Each work plan will specify:
- i. Appropriate programme managers in GTC and CNCCMDL to be responsible for the implementation of cooperation activities within their areas of responsibility;
 - ii. Major activities/projects to be undertaken or major topics to be researched;
 - iii. Budget and sources of funding or in-kind contributions for the activities to be carried out;
 - iv. Relevant knowledge and expertise needed;
 - v. Reports as necessary to the other party on the status of implementation of all cooperation activities listed within their areas of responsibility;
 - vi. Timeline for the activities to be undertaken;
 - vii. Parties' agreement on the intellectual property rights, publication and use of the outputs, as appropriate (see Section 5 below); and
 - viii. Expected follow-up steps, if any.
- c) Upon agreement being reached between the Parties' representatives on a given work plan, no project-related work requiring direct expenditure of funds will be required of either Party on a given work plan until a source of funding is identified and funds are available for the given work plan.
- d) Each funded work plan is subject to compliance with the Parties' respective policies and procedures, including those on fiduciary requirements and shall be covered by a separate agreement

Article 5. Intellectual Property

The Parties recognize the importance of intellectual property rights protecting the materials used for or resulting from the joint activities conducted under the framework established by this Memorandum. This Memorandum does not grant the right to use materials belonging to or created by either Party. The Parties will agree in writing on the ownership of any intellectual property rights that may arise in any work to be created by the collaborative activities to be undertaken pursuant to this Memorandum, at the time of agreeing to the work plan for such activities.

Article 6. Acknowledgments and Use of Institutional Emblems

GTC and CNCCMDL recognize that the involvement of both organizations in joint activities needs to be publicized. Within the scope of each Party's applicable rules, regulations and processes, the Parties acknowledge that:

- a) The names and marks "Consejo Nacional Para el Cambio Climatico" and "CNCCMDL," "The Green Technology Center," "GTC" and all variations thereof including their associated logos collectively, are the sole and exclusive properties of CNCCMDL and GTC, respectively. Neither Party shall acquire any right, title or interest in the other Party's Name under this Memorandum.
- b) Any and all uses by one Party of the other Party's Name shall inure solely to the benefit of the other Party. The Parties understand and agree that neither Party may use the other Party's Name in any manner whatsoever that conveys or suggests, directly or indirectly, endorsement or support of the Party or products or services thereof by the other Party. All uses by one Party of the other Party's Name in any manner (other than casual or generally accepted uses) shall be subject to the approval of the other Party, which approval will not be unreasonably withheld. Upon termination of this Memorandum, or at the request of either Party at any time, each Party shall immediately discontinue any and all use of the other Party's Name and shall destroy stationery, brochures, proposed paid media and other similar materials bearing any form of the other Party's Name that then are in the possession or control of each Party.

Article 7. Non-Exclusive Relationship

Neither Party is restricted in any way from engaging a third party or parties to pursue independently of the other Party the objectives described in this Memorandum except that such engagement with a third party or parties shall not conflict or otherwise unduly interfere with the implementation of this Memorandum or any activities or projects undertaken pursuant thereto.

Each Party hereby designates and appoints below its representative with overall responsibility for implementing this Memorandum, including responsibility for formulating work plans for activities to be undertaken pursuant to it:

For GTC: Hyung-Ju Kim

17th floor Namsan Square Building
173, Toegye-ro Jung-gu, Seoul
100-705, South Korea

For CNCCMDL: Omar Ramírez Tejada

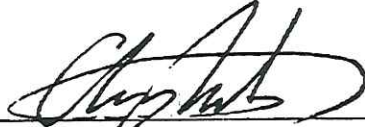
Consejo Nacional para el Cambio Climático y el
Mecanismo de Desarrollo Limpio (CNCCMDL), Av.
Winston Churchill No.77. Edif. GRUCOMSA, 5th
floor. Ensanche Piantini, Santo Domingo, Dominican
Republic.

Article 9. Effectiveness, Amendment, Termination, and Other Matters

This MOU shall be effective from the date of signing and shall be valid for three years. It shall be automatically renewed on that date unless one Party notifies in writing to the other Party, at least six months before the renewal date, of its intention to terminate the agreement.

IN WITNESS WHEREOF, the Parties have caused this agreement, signed by their authorized representatives, to be executed in duplicate copies in English with each of the copies being equally authentic.

For GTC

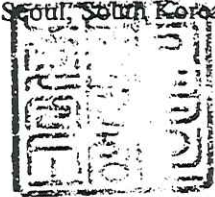


Changmo Sung

President of GTC

Date: March 9th, 2015

Seoul, South Korea



For CNCCMDL



Omar Ramírez Tejada

Vice-President Executive

Date: March 9th, 2015

Santo Domingo, Dominican Republic

