



## Northern Virginia Regional Commission

# RESOLUTION

Resolution No. 13-04

PATRON: G. Mark Gibb  
Executive Director  
DATE: December 13, 2012

### **AUTHORIZATION TO SIGN INTERNATIONAL REGIONAL PARTNERSHIP MEMORANDUM OF UNDERSTANDING WITH GYEONGGI PROVINCE, REPUBLIC OF KOREA**

WHEREAS, the Northern Virginia Regional Commission (NVRC) staff have negotiated a regional partnership with Gyeonggi Province of the Republic of Korea; and

WHEREAS, Gyeonggi Province and NVRC share many similar aspects in terms of demographics, economics and geography; and

WHEREAS, this partnership will result in the exchange of officials and delegations that can facilitate the sharing of information and the promotion of understanding between the people of two geographic regions in support of businesses, institutions and agencies to develop cooperative initiatives in the fields of economics, education, culture, environmental protection, regional planning and administration; and

WHEREAS, the signing of this international partnership agreement does not dictate that public funds will be expended in pursuing the goals and objectives of the cooperative agreement;

THEREFORE BE IT RESOLVED, that the Executive Director of the Northern Virginia Regional Commission is authorized to sign a Memorandum of Understanding with Gyeonggi Province.

### CERTIFICATION

The undersigned certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Northern Virginia Regional Commission on December 13, 2012.

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G. Mark Gibb, Certifying Officer

**Memorandum of Understanding**  
**On Promoting the Relations and Cooperation**  
**Gyeonggi Province**  
**and**  
**the Northern Virginia Regional Commission**

The Gyeonggi Province of the Republic of Korea and the Northern Virginia Regional Commission of the United States of America (hereinafter referred to individually as "Party" and collectively as "Parties"),

In recognition of the importance of fostering cooperative relations and mutual development and to cultivate linkages between the cities and counties of the Parties through the Northern Virginia Regional Commission,

Hereby enter this Memorandum of Understanding in accordance with the following provisions:

1. The Parties shall actively encourage and promote the expansion of cooperation and exchange in the areas of commerce, trade and related industries in the spirit of goodwill and reciprocity.
2. In order to facilitate clause 1, the Parties shall develop information sharing and networking opportunities for economic development and business interaction. This includes a conference to understand the benefits and requirements of doing business within a region.
3. The Parties shall endeavor to promote their cultural, artistic, and educational institutes, and science technology. Additionally, the Parties agree to the continued exploration of other areas of mutual benefit.
4. In order to execute clauses 1 through 3 effectively, the Parties have the option to exchange public officials for prescribed placement periods (see ADDENDUM).

Signed in duplicate in English and Korean on the 13th day of December in the year 2012, with all texts being equally valid.

**Signed on behalf of**  
**Gyeonggi Province**

**Signed on behalf of the**  
**Northern Virginia**  
**Regional Commission**

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**Ryu Kwang-yeol**  
**Director General**  
**Economy & Investment Office**

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**G. Mark Gibb**  
**Executive Director**

## **ADDENDUM**

### **Exchange of Government Officials between Gyeonggi Province and the Northern Virginia Regional Commission**

#### **Article 1**

Commencing in the 1<sup>st</sup> half of 2013, each Party shall have the option of dispatching one (1) public official (the "Visiting Official") for placement within the organization of the other Party (the "Host Party") under the terms and conditions outlined herein. The Party providing the Visiting Official shall hereafter be referred to as the "Dispatching Party" and collectively as "Both Parties."

#### **Article 2**

The period of placement of the Visiting Official shall be up to 12 months in duration, which can be extended for further 12 months to the extent that circumstances permit.

#### **Article 3**

The Dispatching Party shall ensure that the Visiting Official possesses the skills and experience necessary to fulfill the duties of the placement position. This includes language skills. The candidate dispatched to the NVRC will need to be proficient in the English language.

#### **Article 4**

The Host Party shall assign duties and tasks to the Visiting Official commensurate with the Visiting Official's placement position within the Host Party's organization. However, such duties and tasks should in no way interfere with the spirit and purpose of this Memorandum of Understanding (hereafter "MOU") between the Gyeonggi Province of the Republic of Korea and the Northern Virginia Regional Commission of the United States of America.

#### **Article 5**

The Host Party shall provide the Visiting Official with flexible working hours corresponding to the spirit and purpose of this Agreement, and shall not exceed 5 days per week. Additionally, the Visiting Official shall be permitted to take 20 days personal vacation per annum.

#### **Article 6**

The Host Party shall provide assistance to ensure the Visiting Official has an opportunity to study the Host Party's history, culture, customs, industries, business practices, and so on.

#### **Article 7**

The cost of the Visiting Official's airfare, accommodations, wages and medical/dental coverage shall be borne by the Dispatching Party. The Host Party shall provide the office space, computer equipment and supplies necessary to enable the Visiting Official to fulfill his/her duties and tasks, and administrative support for the purpose of helping execute any number of day-to-day operations at NVRC.

#### **Article 8**

The Parties will evaluate the results of the exchange program prior to 6 month before end of each exchange period. Further exchanges will be determined through consideration of this evaluation.

#### **Article 9**

Alteration or amendment of this Agreement requires the prior agreement of the Parties. Any disagreements and/or disputes arising from the execution of this Memorandum of Understanding shall be amicably resolved through mutual consultation. Should any Party desire to terminate this Memorandum of Understanding, prior written notice shall be given to the other Parties three (3) months prior to the desired termination date.