

The Agreement Confirming the Implementation of the Agricultural Technology Cooperation Project between CHINA and ANTIGUA and BARBUDA

According to the Exchange Notes between the Governments of China and Antigua and Barbuda dated on November 24th of 2017, the Chinese Government agreed to undertake the Agricultural Technology Cooperation Project for Antigua and Barbuda (hereinafter referred to as **THE PROJECT**). YUAN LONGPING HIGH-TECH AGRICULTURE CO., LTD. (LPHT) and the Agricultural Development Corporation (ADC) are entrusted by the governments of the two countries to implement THE PROJECT on behalf of both countries.

LPHT and ADC represent the two entities to review and confirm the following specific issues regarding the implementation of THE PROJECT.

Article 1 Project basis

1.1 THE PROJECT is based on the Exchange Notes between the Governments of China and Antigua and Barbuda on November 24th, 2017.

Article 2 Content of THE PROJECT

2.1 THE PROJECT time: May 2nd, 2018 to May 1st, 2021.

2.2 Content of THE PROJECT

2.2.1 LPHT will dispatch 8 agricultural experts to work in Antigua and Barbuda for 3 years, the experts include an agronomy expert, 1 vegetable cultivation expert, an agricultural machinery expert, a plant protection expert, a laboratory expert, 1 vegetable/tissue culture expert, a fruit crop specialist and a translator.

2.2.2 Establish seven (7) Greenhouses; two (2) for experimental/tissue culture hardening demonstrations and five (5) for commercial production.

2.2.3 Build one (1) intelligent and one (1) ordinary Greenhouse at Green Castle Station and five (5) ordinary Greenhouses at ADC. Conduct plant nursery and technical demonstrations etc. in fruit and vegetable cultivation, and conduct research on biological control of pests and diseases in fruit and vegetable.

2.2.4 Carry out related training for registered farmers and technicians to build capacity of the personnel of Antigua and Barbuda with a total of 700 training opportunities. Invitations for Agricultural technicians to go to China to conduct two (2) periods of agricultural technical training (15 persons per period for 20 days). Appropriate protocol will be provided to these technicians travelling to China.

2.2.5 Provide spare parts, equipment and materials specific for the need of the technical cooperation, and dispatch 2 support experts to work on site for 30 days to provide training for local counterpart mechanics.

2.2.6 Construct 7 Greenhouses with a total area of 4,600 square meters and install 2 sets of drip irrigation systems for the Greenhouses.

2.2.7 Antigua and Barbuda will apply an incremental approach towards expanding crop farming through transfer and adaptation of shared Chinese Agricultural Production techniques utilizing privately owned, crown and lease land, starting with approximately 1000 acres of land, increasing to at least 2000 acres of land in Antigua and 2000 acres of land on the island of Barbuda in consultation with the Barbuda Council.

Clause 3 Contacts

3.1 Person to contact from Chinese counterpart

The contact person and contact details of the Chinese corporation who is responsible for implementation are as follows,

The name of the implementation corporation: YUAN LONGPING HIGH-TECH AGRICULTURE CO., LTD.

Contact person 1: Yin Jianjun, the project team leader

Tel: (+268)722-8847

Address: Potters

Contact person 2: Liu Famou, the Project Manager

Tel: (+86)18008423106

Address: LPHT Project Office, Yuandaer Road No.930, Changsha, Hunan, 410000, P.R. China

Fax: liufamou@lpht.com.cn

3.2 Person to contact from Antigua and Barbuda counterpart

The contact person and contact details of Antigua and Barbuda counterpart are as follows,

Contact person:

Mr. Ryson Joseph, CEO, Agricultural Development Corporation

Tel: (268) 788-7598 / (268) 463-2500

Address: C/o Ministry of Agriculture, Fisheries & Barbuda Affairs

Email: Rysonj3@gmail.com

Article 4 Personnel

4.1 Chinese Personnel

4.1.1 Chinese personnel have the right to enjoy the holidays stipulated by the China and Antigua and Barbuda Governments during their work in Antigua and Barbuda. In the event of accidents such as work-related injuries, fortuitous casualties and disease deaths etc. all the aftermath issues will be dealt with by the Chinese counterpart and Antigua and Barbuda counterpart shall provide the necessary relevant support.

4.1.2 Chinese personnel shall abide by the laws of Antigua and Barbuda during their work here. The Antigua and Barbuda counterpart should provide the enabling environment to ensure that they are accorded the same privileges as experts sent by other foreign governments.

4.1.3 The Antigua and Barbuda counterpart is responsible for handling entry and exit procedures for the Chinese personnel, as well as their work and residence permits during their stay.

4.1.4 The Antigua and Barbuda counterpart shall provide accommodations for Chinese personnel and bear the expenses for housing, water and electricity, and for security during work hours and circumstances in which it is merited.

4.1.5 The Antigua and Barbuda counterpart shall provide transportation expenses for Chinese personnel, including fuel, insurance, maintenance and annual inspection for all vehicles used and operated for the project.

4.2 Antigua and Barbuda Personnel

4.2.1 The Antigua and Barbuda counterpart shall dispatch technical workers to assist the Chinese counterpart in organizing the implementation of THE PROJECT, and to assume personnel costs and management responsibilities. (40 – 60 personnel)

4.2.2 Chinese experts are responsible for technical training for skilled workers and submit an assessment of assigned workers to Antigua and Barbuda counterpart.

Article 5 Work mechanism

5.1 The Chinese and Antigua and Barbuda personnel shall regularly (at least once per month) review the implementation of this agreement by physical or virtual meetings.

5.2 Both sides shall establish an on-site working mechanism and monthly regular meeting system to timely communicate the implementation of this agreement.

Article 6 Intellectual Achievements

6.1 The intelligence achievement document formed by the Chinese corporation implementing **THE PROJECT** which includes the following items,

6.1.1 Make a public relations video.

6.1.2 Make 200 pieces of Project Implementation Atlas. (Pictorial Manual)

6.1.3 Make 700 pieces of Technical Instruction Manual (for training)

6.1.4 Make 5 pieces of technical display board. (Network)

6.2 Within 1 month after the completion of all the technical cooperation tasks, Chinese general contracting corporation will systematically collate and document the achievements of the project which will be formally submitted to the Antigua and Barbuda counterpart.

Article 7 Training

7.1 The Antigua and Barbuda counterpart shall select candidates for 700 training opportunities to be facilitated by the Chinese in Antigua and Barbuda. A travel expenses allowance (\$20 for each person each time) which will be provided by the Chinese counterpart for each training session. The Ministry of Agriculture will liaise with the Barbuda Council to facilitate the participation of registered farmers and technicians from Barbuda.

7.2 The Antigua and Barbuda side shall select no more than 30 personnel to participate in training organized by the Chinese Government for a period of 20 days in China. The list of specific personnel is to be determined by Antigua and Barbuda counterpart and agreed to by the Chinese Embassy in Antigua and Barbuda. The transport expenses, meal expenses, accommodation fees, as well as miscellaneous expenses and training fees for the Antigua and Barbuda personnel to travel to China for training shall be borne by the Chinese counterpart.

Article 8 Supplementary Materials

8.1 In Order to implement THE PROJECT, China in collaboration with the local management team is responsible for procuring the material which mainly includes field supplies, spare parts and technical supplies (please refer to the specific material list in the attachment). All materials will be delivered to Antigua and Barbuda within six (6) months of signing this agreement.

8.2 The materials used in THE PROJECT shall be owned by the Antigua and Barbuda counterpart. In collaboration with the local management team, China is responsible for the materials procured, their use, distribution and management during the implementation of THE PROJECT. After the completion of the technical assistance mission, the Chinese counterpart is responsible for making an inventory and compiling a list of the various types of materials left over. These will be handed over to the Antigua and Barbuda counterpart by a formal transfer of a written document to the Antigua and Barbuda counterpart. The materials in the scope of transfer mainly include as follows:

8.2.1 The general consumables required for the living and working of Chinese personnel which still have value after the project is completed.

8.2.2 Transport vehicles, office equipment and durable consumer goods.

8.2.3 Spare parts left after completion of **THE PROJECT**.

8.2.4 Various types of technical equipment, outfits, apparatus and production materials that were used to achieve technical cooperation goals which still have value after the completion of THE PROJECT.

8.3 The corresponding equipment and supplies will still be used by Chinese corporation in the next stage if the two governments continue their agricultural technology cooperation.

8.4 The fruit and vegetable processing equipment and seed processing equipment provided for THE PROJECT need to be installed and used in the factory. The Antigua and Barbuda side should provide these plants with electricity, water and other production requirements for the plant and bear the corresponding costs. The Chinese counterpart is responsible for the installation and commissioning of all equipment and training of the operation technicians of Antigua and Barbuda.

8.5 The Chinese counterpart assumes responsibility for providing material quality assurance.

8.6 The Antigua and Barbuda counterpart shall exempt all materials entering Antigua and Barbuda from taxation.

Article 9 Supporting Project

9.1 The supporting project includes the construction of 7 Greenhouses with a total area of 4,600 square meters and the installation of 2 sets of drip irrigation systems.

9.2 Antigua and Barbuda counterpart shall confirm the installation locations of the 7 Greenhouses and 2 sets of drip irrigation systems within 4 months of signing of this agreement, and prepare water, electricity and the site for hardening.

9.3 The use of Greenhouses and drip irrigation facilities should give priority to the needs of project research, test and demonstration,

9.4 The Chinese counterpart is responsible for the installation and commissioning of the Greenhouses, drip irrigation systems, and training of operation technicians of Antigua and Barbuda.

9.5 Water and electricity for the construction use

The Antigua and Barbuda side is responsible for water supply and distribution at the construction site, and the cost of electricity and water during the construction period is borne by the Antigua and Barbuda side.

9.6 Duration

The supporting project plans to complete the installation and commissioning work by October 10, 2018.

9.7 Construction

The Chinese counterpart shall dispatch the necessary number of Chinese engineering and technical personnel to work on site, provide construction machinery, building materials and equipment required for construction of the supporting project, and recruits necessary local skilled workers to participate in the project construction in accordance with relevant laws and regulations of Antigua and Barbuda.

9.8 After completion of THE PROJECT, the Chinese counterpart shall transfer the completed documents of the supporting project in English and Chinese which includes drawings, instructions, relevant data and the maintenance instruction manual in duplicate to the Antigua and Barbuda counterpart.

Article 10 Taxes

10.1 The Antigua and Barbuda counterpart shall exempt the Chinese counterpart from the following taxation for the implementation of THE PROJECT in Antigua and Barbuda,

10.1.1 Tariffs arising from the import of equipment, materials, goods, construction machinery required for implementing THE PROJECT and personal materials of Chinese personnel purchased from China or a third country.

10.1.2 All duties and taxes including road tax (regarding material for THE PROJECT) during the work of Chinese personnel in Antigua and Barbuda.

10.2 The list of materials attached to this agreement is the list of materials needed for tax exemption. The Chinese counterpart will promptly submit the adjusted list to the Antigua and Barbuda counterpart if there are adjustments and supplements during the implementation of THE PROJECT.

10.3 Exemption of all port charges for materials air marked for the project.

Article 11 Clearance and Delivery of the Goods and Materials

11.1 The Chinese counterpart shall be responsible for purchasing and providing the necessary materials for the implementation of THE PROJECT, and handling the ocean transportation, insurance etc. of the above-mentioned materials and domestic materials needed by the Chinese personnel during their work in Antigua and Barbuda from the shipment port to the Antigua Deep Water Harbour, and the cost shall be borne by China.

11.2 The Antigua and Barbuda counterpart is responsible for the customs declaration, delivery, storage and transportation to the project site after the arrival of the goods and materials at the port, and the cost shall be borne by the Chinese counterpart. The Chinese counterpart shall submit the goods bills of lading and transportation plan to the Antigua and Barbuda counterpart when the above-mentioned materials are shipped from China. After the goods arrived at the port, the Antigua and Barbuda counterpart shall assign personnel to the port to assist the Chinese counterpart in customs clearance and delivery to ensure that the goods and materials arrived at the project site in time.

The consignee of the Antigua and Barbuda counterpart is as follows,

Receipt Contact (full name and abbreviation): Agricultural Development Corporation (ADC)

C/o Mr. Ryson Joseph CEO

Address: Diamond Estate, St. Phillips, Antigua

Tel: (268) 736-5953 or (268) 562-1507

Email: rysonj3@gmail.com

Fax:

Article 12 Security

12.1 The Antigua and Barbuda counterpart shall provide the Chinese personnel with necessary security facilities to protect the safety of life and property of Chinese personnel during on-site work.

12.2 The Antigua and Barbuda counterpart shall appoint security protection mechanism for the Chinese during working hours and in special cases where such security is merited according to established standard protocol.

Article 13 Acceptance and Transfer

13.1 Within one month before the end of THE PROJECT, both sides may arrange for acceptance of THE PROJECT. The main contents of the acceptance work include the evaluation of the intellectual achievement documents, verification and acceptance of the associated material and projects, and conclusions on the realization of the objectives of THE PROJECT.

13.2 In the acceptance process, if there is a situation that doesn't meet the requirements of the technical assistance program as stipulated in this agreement, the Chinese counterpart will take necessary remedial measures to meet the requirements of the technical assistance program, and the cost shall be borne by the Chinese counterpart.

13.3 After passed the acceptance, both sides of China and Antigua and Barbuda sign the handover certificate and THE PROJECT is officially transferred to the Antigua and Barbuda counterpart.

Article 14 Intellectual Property and Outcome Outputs

14.1 The intellectual property rights of the intellectual achievements, patents, proprietary technologies and other documents formed under THE PROJECT shall be jointly owned by both sides of China and Antigua and Barbuda and shall only be used for THE PROJECT. The one side may not transfer without the consent of other side to the agreement.

14.2 Both sides shall guarantee that the intellectual property rights of the other sides and third parties shall not be violated during the implementation of THE PROJECT.

14.3 All the products produced by the demonstration and promotion area of THE PROJECT are owned by the Antigua and Barbuda counterpart (except the product for testing, tasting, and market research data collection), and the Chinese counterpart may not request it in any way. In order to accurately judge the outcomes of THE PROJECT, which will be stated in an official **STRATEGIC PLAN** prepared by the local management team in collaboration with the Chinese counterpart, all products produced must be accurately documented by the Antigua and Barbuda counterpart and both sides shall confirm it regularly.

Article 15 Notes

15.1 The confirming agreement of THE PROJECT implementation plan is confirmed by the representatives of both sides on Wednesday 9th May, 2018.

15.2 The confirming agreement of THE PROJECT implementation plan is a guiding document for project implementation. Both sides should abide by this document to ensure the smooth implementation of THE PROJECT. At the same time, this confirming agreement is the basis for the acceptance of THE PROJECT. Both sides must cooperate with each other to ensure the achievement of the various projects.

15.3 Attachment of confirming agreement of THE PROJECT implementation plan

Attachment 1: Distribution and function of experimental station

Attachment 2: List of major goods and materials

15.4 The Chinese Embassy in Antigua and Barbuda and the Ministry of Agriculture of Antigua and Barbuda are the witnesses to the agreement reached in this confirmation.

Chinese Counterpart:
YUAN LONGPING HIGH-TECH
AGRICULTURE CO., LTD

Antigua and Barbuda Counterpart:
AGRICULTURAL DEVELOPMENT
CORPORATION

Witnesses:

Chinese Embassy in Antigua and Barbuda
Ministry of Agriculture, Antigua and Barbuda