



বাংলাদেশ কৃষি উন্নয়ন কর্পোরেশন

‘কৃষিভবন’

৪৯-৫১, দিলকুশা বাণিজ্যিক এলাকা, ঢাকা-১০০০।

e-mail: chairman @ badc.gov.bd

স্মারক নং ১২.২৭২.০৩১.০০.০০.০৯৫.২০১০-২০১৬- ৫৭৫

তারিখ:- ১লা নভেম্বর ২০১৭।

সিনিয়র সচিব
কৃষি মন্ত্রণালয়
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার
বাংলাদেশ সচিবালয়, ঢাকা

বিষয়ঃ বিএডিসি এবং SL. Agritech Corporation, Philippines এর যৌথ উদ্যোগে SL-8H জাতের হাইব্রিড (F₁) ধান বীজ উৎপাদন কার্যক্রমে কর্মরত বিশেষজ্ঞ Mr.Wen Yigui এর ভিসার মেয়াদ বৃদ্ধিকরণ প্রসংগে।

সূত্র কৃষি মন্ত্রণালয়ের স্মারক নং-কৃষি/ বীজ উইং/ বীজ প্রশা-৩৬/০৮/ ২০৯ তারিখঃ ২৯-০১-২০০৯।

মহোদয়,

উপর্যুক্ত বিষয়ে সদয় অবগতি ও পরবর্তী ব্যবস্থা গ্রহণের জন্য জানানো যাচ্ছে যে, সূত্রে বর্ণিত পত্রের অনুমোদনক্রমে বাংলাদেশ কৃষি উন্নয়ন কর্পোরেশন এবং SL. Agritech Corporation, Sterling Place, 2302 Pasing Tamo Extension, Makati City, Philippines কর্তৃক গত ০৬ জুলাই ২০০৯ তারিখে ফিলিপাইনে Hybrid Rice Seed Production বিষয়ে একটি সমঝোতা স্মারক স্বাক্ষরিত হয়। উক্ত চুক্তির মেয়াদ ০৫ জুলাই, ২০১৪ তারিখে শেষ হয়েছে।

০২। উভয় পক্ষের আলোচনা মোতাবেক বিএডিসি এবং SL.Agritech Corporation, Philippines কর্তৃক যৌথভাবে বাংলাদেশে SL-8H জাতের সুপার হাইব্রিড ধান বীজ উৎপাদন ও বিতরণ কার্যক্রম অব্যাহত রাখার লক্ষ্যে পরবর্তী ৫ বছর অর্থাৎ ৬ জুলাই ২০১৪ হতে ৫ জুলাই ২০১৯ পর্যন্ত মেয়াদে বিএডিসি ও SL.Agritech Corporation, Philippines এর সাথে পুনরায় ০৩ মার্চ ২০১৫ তারিখে চুক্তি সম্পাদিত হয় (কপি সংযুক্ত)।

০৩। চলতি ২০১৭-১৮ উৎপাদন বর্ষে রবি মৌসুমে সিড প্রমোশন কমিটির অনুমোদনক্রমে ৭০০ মেঃ টন SL-8H জাতের সুপার হাইব্রিড (F₁) ধান বীজ উৎপাদন কর্মসূচি গ্রহণ করা হয়েছে। উক্ত কর্মসূচি বাস্তবায়নের জন্য ৩৫০ হেক্টর জমির প্রয়োজন হবে যা বিএডিসি'র ১২(এগার) টি বীজ উৎপাদন খামারের মাধ্যমে বাস্তবায়ন করা হবে।

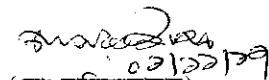
০৪। সমঝোতা স্মারকের ৩ (৩) নম্বর ধারা অনুযায়ী বিএডিসি'র মাধ্যমে SL-8H জাতের সুপার হাইব্রিড (F₁) ধান বীজ উৎপাদন কার্যক্রমে কারিগরি পরামর্শ প্রদানের জন্য SL.Agritech Corporation, Philippines কর্তৃক Mr.Wen Yigui কে বিশেষজ্ঞ হিসেবে নিয়োগ প্রদান করা হয়েছে। তাঁর ভিসার মেয়াদ উত্তীর্ণ হওয়ার তারিখ ২৭/১০/২০১৭। হাইব্রিড (F₁) ধান বীজ উৎপাদন কর্মসূচি সুষ্ঠু ও সাফল্যজনকভাবে বাস্তবায়নের লক্ষ্যে বিশেষজ্ঞ Mr.Wen Yigui এর ভিসার মেয়াদ বৃদ্ধি করা প্রয়োজন।

০৫। বিশেষজ্ঞ Mr.Wen Yigui এর বাংলাদেশে অবস্থানকালে ভিসার মেয়াদ বৃদ্ধির জন্য ইমিগ্রেশন অধিদপ্তরে আবেদনের জন্য মন্ত্রণালয়ের অনুমতি প্রয়োজন। নিম্নে তাঁর পাসপোর্ট সংক্রান্ত তথ্যাদি প্রদান করা হলোঃ

SL. No.	Name of Expert and Passport no.	Designation	Expiry Date of visa	Requirement for Extension of visa date
1	2	3	4	5
1.	Mr.Wen Yigui Previous:CHN- G28838852 Present : CHN- EA 4428117	Hybrid rice seed Expert	27-10-2017	05-07-2019

০৬। এমতাবস্থায় Mr.Wen Yigui, Hybrid Rice Seed Expert এর ভিসার মেয়াদ বৃদ্ধির অনুমতি প্রদানের জন্য অনুরোধ জানানো হলো।

একান্তভাবে আপনার,


(মোঃ নাসিরুজ্জামান)

চায়রম্যান
বিএডিসি, ঢাকা
ফোন: ৯৫৬৪৩২৮

সংযুক্তি:

১। নবায়নকৃত চুক্তি পত্র।

২। SL. Agritech Corporation Philippines কর্তৃক প্রদত্ত Mr.Wen Yigui এর নিয়োগপত্র।

৩। পাসপোর্টের ফটোকপি ১ (এক) সেট।



কক ৬১২৭২৯০

**COLLABORATION AGREEMENT BETWEEN
SL AGRITECH CORPORATION AND BANGLADESH AGRICULTURAL
DEVELOPMENT CORPORATION
ON SL-8H F₁ SEED PRODUCTION
IN BANGLADESH (2nd PHASE)**

This contract agreement is made between SL AGRITECH CORPORATION, a corporation engaged in agribusiness ventures duly registered with the Securities and Exchange Commission, having its address at Sterling Place, 2302 Pasong Tamar Extension, Makati City, Philippines, represented by its Chairman and CEO, (hereinafter referred to as the "FIRST PARTY");

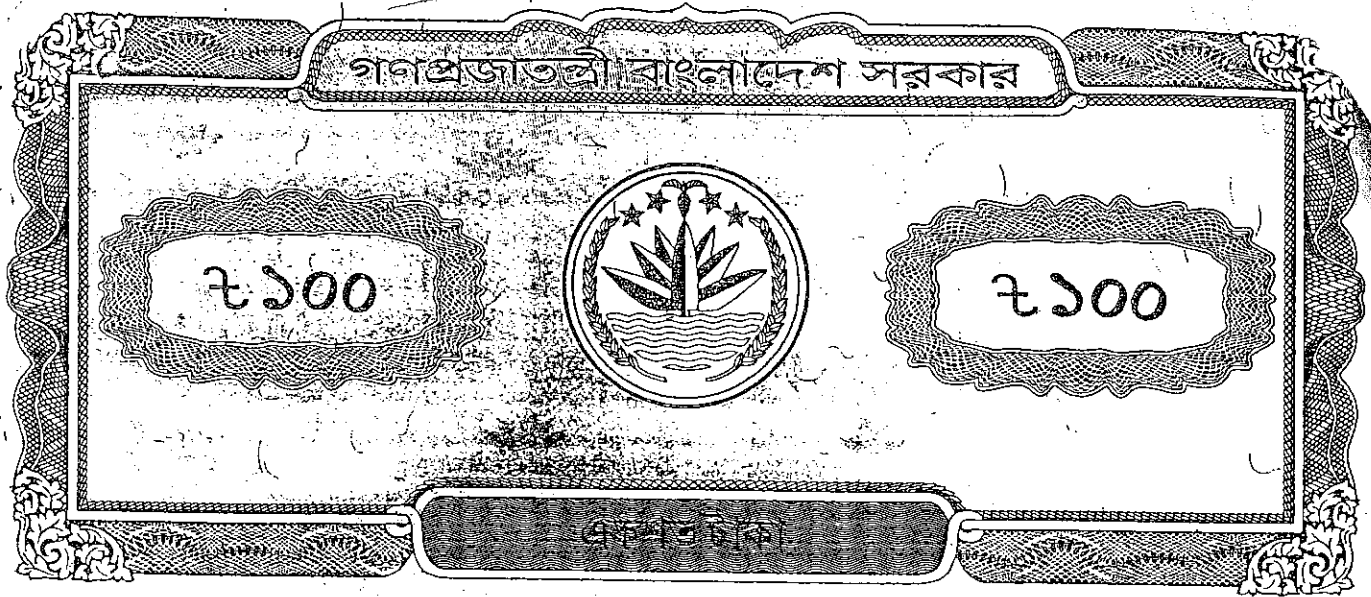
-AND-

Bangladesh Agricultural Development Corporation, Dhaka, Bangladesh with its address at 49-51, Dilkusha C/A, Dhaka-1000, Bangladesh and represented by its Chairman, (hereinafter referred to as the SECOND PARTY.)

Whereas, both parties have started their collaborative activities for SL-8H/F₁ registration and seed production since the year 2005. The production activities were carried out in the farm of the second party in Dattanagar farm where the average seed yield obtained at the rate of 2.17 t/h which is within its genetic potential and found promising in the ecological condition of Bangladesh.

Whereas, SL8H has been trialed and successfully released by National Seed Board (NSB) Ministry of Agriculture, Government of the Peoples Republic of Bangladesh in the year 2008 after two years multi-location trials.

Whereas, the first phase of the agreement with the SL AGRITECH CORPORATION, Philippines was Five (5) years for the period of July 06, 2009 to July 05, 2014 for SL-8H F₁ rice seed production has been successfully implemented. The collaboration with the SL Agritech Corporation for next Five (5) years is needed. For this reason the collaboration between both the parties for the SL-8H hybrid (F₁) rice seed production for the said period starting from July 06, 2014 to July 05, 2019 has been undertaken.



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NOW, THEREFORE, for and in consideration of the foregoing and mutual covenant hereinafter set forth, the Parties hereto agree to sign and execute this 2nd phase agreement on the following terms and conditions:

Article I. Statement of objectives and property right.

- 1.1 The SECOND PARTY acknowledge that the FIRST PARTY has the exclusive and absolute ownership right of variety SL8H and its parental lines.
- 1.2 Parental lines of SL8H: (a) SL1A, which is nucleic and cytoplasmic interaction type of male sterile line or female parent of SL8H; (b) SL1B, which is maintainer line of SL1A; and (c) SL8R, which is the restorer of SL1A or male parent of SL8H.

Article II. Multiplication of Parental Lines.

- 2.1 In order to maintain genetic purity and originality, the FIRST PARTY must be responsible for multiplication of parental lines of SL8H, viz. SL1A, SL1B; SL8R according to the principles as follows:
 - 2.1.1. The FIRST PARTY will guarantee on timely supply of good genetically pure parental lines to be used for F₁ seed production (AXR) in Bangladesh. The First party has agreed to fix the price of SL1A at US\$7.5 per Kilogram for the entire agreement period.
 - 2.1.2. The SECOND PARTY will not conduct any AXB production and multiplication of parental lines and uses for breeding purposes or transfer to any third party without written authorization from the FIRST PARTY

Article III. Joint Hybrid Seed Production (AXR)

- 3.1 Both parties agree that joint seed production program referred to implementation of procedures of production of SL-8H F₁ hybrid rice seeds using SL1A as female parent and SL-8R as male parents (referred as AXR), will be operated jointly between two parties.
- 3.2 Both parties acknowledge that the operation procedures and quality requirements are as indicated in appendix-I will be followed. The standard may be revised before starting cropping season with approval of both parties.

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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3.3 For the FIRST PARTY, the pattern of investment is that the FIRST PARTY would be responsible for assigning experts to technically control the operation procedures with all investment of their salaries and life insurance as well as international travel expenses. The first party should make sure to assign minimum one expert for every year for F₁ seed production.

3.4 To ensure high technical performance of SL-8H AXR seed production and technology concerns, THE SECOND PARTY agrees that THE FIRST PARTY is responsible for controlling the supply of important commodities for this joint seed production program, which do not allow to go for public tendering process, namely:

- 3.4.1 Female parent: SL1A
- 3.4.2 Male parent: SL-8R, if required by the Second Party.
- 3.4.3 BOSGA-Gibberellic Acid(GA₃)

3.5 For the SECOND PARTY, the pattern of investment should include the following:

- 3.5.1 Production area
- 3.5.2 Labor expenses
- 3.5.3 Administration expenses
- 3.5.4 Material inputs, namely, parental seeds (SL1A and SL8R), fertilizers, pesticides, BOSGA₃, foliar fertilizers
- 3.5.5 Harvest and post harvest expenses
- 3.5.6 Providing housing facility, transport facility for working station, attendant and a cook for the experts.

3.6 Both parties agree to do their best to acquire highest yield in seed production except for natural calamity.

Article IV. Royalty Particulars

4.1 During the tenure of this joint SL-8H F₁ seed production program, THE SECOND PARTY agrees to pay royalty in the form of US\$0.40 per kilogram to THE FIRST PARTY.

4.2 The total amount of royalty should be computed on the basis of amount of actual harvest of seed yield and royalty rate.

4.3 Both parties agree that yield measurement is one of the key for determination of the royalty in this joint seed production program.

- 4.4 THE SECOND PARTY should be responsible to transfer the amount of royalty to the bank account in the Philippines as specified by THE FIRST PARTY within 31st December of every year after the amount of royalty is finalized by both parties. The 2nd party guarantees absolutely that there will be no delay payment. THE SECOND PARTY will not bear any income tax, vat, bank interest and other charges if any regarding transfers of royalty amount.

Article V. Evaluation Committee

- 5.1 The Second party shall constitute an evaluation committee from the representatives of both parties.
- 5.2 The evaluation committee will assess actual amount of produced seed, right after harvest, as per seed standard.

Article VI. Minimum Requirement for Seed Production Area, Support for Seed Promotional Activities and Human Resource Development

- 6.1 If within every three (3) consecutive years, a total area of seed production is less than 1200 ha, both parties may agree to terminate this agreement.
- 6.2 The First party has agreed to allocate an amount of US\$6000 per year for the seed promotional activities to the Second Party. However, the fund shall be available only upon the approval of the work plan by the First Party submitted by the Second Party.
- 6.3 The First Party has agreed to arrange an overseas short term training program for three (3) officers and one (1) contract farmer selected by the Second Party each year. The first party will bear all the training program expenses provided that a production area is not less than 400 ha for the concerned year.

Article VII. Terms and Other miscellaneous

- 7.1 This agreement should be effective immediately after signing by each representatives;
- 7.2 The term of this agreement should be 5(five) years, and may be extended by mutual agreement under the existing terms and conditions as determine by the parties;
- 7.3 If the Parties agree to terminate this agreements, the SECOND PARTY agrees to return all the rights, viz. production, marketing and brand name of SL-8H variety to the FIRST PARTY intact and unconditionally.
- 7.4 Governing law and jurisdiction. The validity, construction, and enforceability of this agreement shall be governed in all respects by the law of Government of thePeople's Republic of Bangladesh.

[Handwritten signature]

[Handwritten signature]

7.5 **Disputes Settlement:** All disputes arising from this agreement shall be referred to and finally resolved by the Secretary, Ministry of Agriculture, The Peoples Republic of Bangladesh, Bangladesh Secretariat, Dhaka, Ministry of Agriculture's award shall be binding on the disputing parties as the first and final decision.

7.6 **Entire Understanding:** This agreement hereto expresses the entire agreement and understanding between two parties concerning the subject matter hereof, and this agreements cannot be changed except by written instrument signed by parties hereto.

7.7 **Severability:** To the extent that any of provisions of this agreement, or any provision, shall be found to be illegal or unenforceable for any reason, that provision or portion of a provision shall be modified or deleted in such manner so as to make this agreement as modified legally enforceable under applicable laws, and validity, legality and enforceability of remaining provisions contained therein shall not in any way be affected or impaired.

7.8 **Headings:** The headings of article used in this agreement are for convenience of reference only and shall not affect the meaning or interpretation of this agreement or any provision thereof.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the date 03 March, 2015 and place Philippines which will be effective from 06 July 2014. This Agreement is signed and made in 2 (two) original copies each having the same legal force.

FIRST PARTY,
SL. AGRITECH CORPORATION
PHILIPPINES

Name : Henry Lim Bon Liong
Title : President & CEO

SECOND PARTY,
BANGLADESH AGRICULTURAL
DEVELOPMENT CORPORATION (BADC).

Name : Md. Anwarul Islam Sikder
Title : Chairman, BADC



SIGNED IN THE PRESENCE OF:

Name: *Saufiga, Ali*
Title: *Senior Technical
Advisor, DA*

Name: *[Signature]*
Title: *Vice President
for International*

Name: *[Signature]*
Title: *Member Director (Seed & Horticulture)
BADC (2014)*

Name: *Md. Azimuddin*
Title: *CST. MoA
Bangladesh Secretariat*

CONTRACT OF EMPLOYMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement was made between the following:

The First Party : SL AGRITECH CORPORATION, a corporation organized under Philippine laws, with office at the Sterling Place, No. 2302 Pasong Tamo Extension, Makati City, represented herein by its President MR. HENRY LIM BON LIONG;

-and-

The Second Party : Mr. Wen Yi Gui, of legal age, Chinese and with address at Dongan, Hunan, China.

WITNESSETH, That:

WHEREAS, The first party is willing to engage the technical expertise and knowledge of the Second party for its agricultural activities, and the Second party is amenable to be employed by the First Party for such terms and conditions herein below stipulated:

1. **PERIOD OF EMPLOYMENT** -- This agreement shall be for a period of five (5) Years effective from June 29, 2015. But may be terminated earlier by the first party for any cause;
2. **APPOINTMENT & COMPENSATION** -- The First Party hereby agrees to the appoint and designate the Second Party as **Hybrid rice seed expert** of the company with position located in Bangladesh, and shall receive a monthly salary of US\$1,500.00 a month which shall be payable at the end of each month, or such date agreed upon by both parties. The increase of salary will be possible depending on future performance.

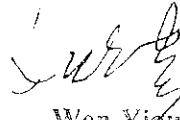
IN WITNESS WHEREOF, the parties have signed these present on this twenty-ninth day of June 2015 here at Makati City.

SL AGRITECH CORPORATION

By:

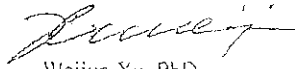

Henry Lim Bon Liong
President/CEO

First Party
CTC # 16947836 / 1.22.08 / Cal. City


Wen Yigui

Second Party
Passport # EA4428117
June 29, '15 / Manila

SIGNED IN THE PRESENCE OF:


Weijun Xu, PhD

Vice President for international, SL Agritech Corporation

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 25 OCT 2011
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 IMMIGRATION POLICE, BANGLADESH

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应急资料 EMERGENCIES

为便于紧急情况下与您的亲友取得联系，请填写两位亲友的具体资料。

Please insert below particulars of two persons who may be contacted in the event of accident

姓名 / Name

姓名 / Name

住址 / Address

住址 / Address

电话 / Telephone

电话 / Telephone

持牌人血型 / Bearer's blood type

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