

**MEMORANDUM OF UNDERSTANDING
FOR ACADEMIC EXCHANGE AND COOPERATION
BETWEEN
THE NATIONAL AGRICULTURE AND FORESTRY RESEARCH INSTITUTE, LAO P.D.R.,
AND
GRADUATE SCHOOL OF ENVIRONMENTAL STUDIES,
GRADUATE SCHOOL OF BIOAGRICULTURAL SCIENCES,
NAGOYA UNIVERSITY, JAPAN**

This Memorandum of Understanding (hereinafter referred to as MOU) is made on the basis of the Agreement for Academic Exchange and Cooperation between the National Agriculture and Forestry Research Institute (NAFRI) in Lao People's Democratic Republic (Lao P.D.R.), and the Graduate School of Environmental Studies (GSES) and Graduate School of Bioagricultural Sciences (GSBS), Nagoya University, Japan.

To facilitate academic exchanges and cooperation in research and education for the mutual benefit of all three institutions, NAFRI, GSES, and GSBS (hereinafter each separately referred to as Party and jointly referred to as the Parties), have agreed as follows:

Article 1. The Parties agree to:

- 1) Provide counterpart researcher/s and consultation to visiting researcher/s for the proper and effective implementation of the projects;
- 2) Provide facilities to the visiting researcher/s, such as computer networks, laboratories, and cultivated land for field experiments;
- 3) Assist the visiting researcher/s with finding suitable accommodations;
- 4) Assist the researcher/s with the formalities required by the authorities of Lao P.D.R. and Japan for the granting of visas and other necessary permits.
- 5) NAFRI will arrange customs clearance (and tax exemptions where applicable) for agreed upon research instruments and supplies imported into Lao P.D.R. on behalf of the GSES-GSBS researcher/s in support of the projects, in accordance with Lao P.D.R. laws and customs policies.

Article 2. This MOU will be supplemented by separate work plans for each project that are developed and agreed upon by the Parties.

- 1) Each work plan will specify the details of the research, including its subject, objectives, scope, methodologies, time schedule, and other elements necessary for implementing the project.
- 2) Work plans for cooperative endeavors may originate from any one Party, but will require the approval of all Parties for implementation.

Article 3. Research findings and materials obtained through these collaborations shall be considered the joint property of the Parties and will be subject to the intellectual property rights of the Parties.


- 1) Any intellectual property including patents, data, or information resulting from research activities conducted under this MOU shall be owned jointly by the Parties; the Parties shall be allowed to use such intellectual property for non-commercial purposes, free of royalties.
- 2) If the intellectual property is to be used by one Party for commercial purposes, the written consent of all Parties is necessary; the other Parties are entitled to royalties obtained from the use of such rights on the basis of the principle of equitable contribution. The Parties shall consult with each other about the application for rights in third (other) countries, before such applications are made.
- 3) Results from this cooperative effort may be used by any Party, with due recognition of the other Parties' contributions.
- 4) Any Party publishing research findings shall give credit to the other Parties' contributions and shall be responsible for the conclusions and interpretations that they themselves report.
- 5) Problems concerning intellectual property rights between the Parties shall be handled through consultation by the heads of the Parties or their authorized representatives in accordance with the relevant legislation of Lao P.D.R. and Japan.
- 6) Any classified information which is disclosed to the other Parties by any one Party, or which arises from collaboration under this MOU, must be kept confidential by the Parties.

Article 4. When any Party transfers materials or genetic resources from Lao P.D.R. to Japan for further research and/or development, those materials will be governed by a Material Transfer Agreement (MTA) concluded between the Parties.

Article 5. This MOU is valid for a period of 5 years from April 1, 2019. The MOU may be terminated at the request of either of the Parties, in which case 6 month's written notice must be given. This MOU may be amended by agreement of the Parties.

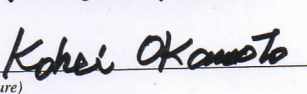
IN WITNESS WHEREOF, the Parties have signed this Memorandum of Understanding in the places and on the dates indicated below. All related documents are to be triplicated and kept by the Parties.

Date 14. Jan. 2019



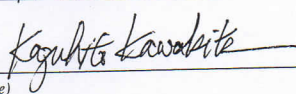
(Signature)
Dr. Bounthong BOUAHOM
Director General
National Agriculture and Forestry
Research Institute

Date 14 Jan. 2019



(Signature)
Dr. Kohei OKAMOTO
Dean
Graduate School of Environmental Studies
Nagoya University

Date 14. Jan. 2019



(Signature)
Dr. Kazuhito KAWAKITA
Dean
Graduate School of Bioagricultural Sciences
Nagoya University