

**MEMORANDUM OF UNDERSTANDING**  
**FOR COLLABORATION IN ORNAMENTAL PLANT RESEARCH ON BONSAI**  
**AND ESTABLISHMENT OF GARDEN PLANTS in Lao PDR**

**Between the**  
**National Agriculture and Forestry Research Institute (NAFRI)**  
**And the**  
**Nath Path Consultant Co., LTD (NCC)**

This Memorandum of Understanding (hereinafter referred to as MOU) is made on the basis of an agreement entered into and executed by the National Agriculture and Forestry Research Institute (hereinafter referred to as NAFRI) in Lao People's Democratic Republic (hereinafter referred to as Lao PDR), and the Nath Path Consultant Co., LTD. NAFRI and NCC are referred to collectively, as "Parties" or individually as "Party".

This partnership aims to establish mutually beneficial activities based on relationship characterized by mutually, clearly defined goals and sound outcomes, frequent and effective communication and long term commitment evident in the trust and respect among all parties. Both parties have reached mutual understanding and agree on the followings:

**1. Purposes:**

- 1.1 The parties recognize the benefits to be delivered from ornamental plants research on BONSAI and establishment of GARDEN PLANTS in NAFRI, Lao.PDR
- 1.2 The purpose of this MoU is to express the willingness of both parties to collaborate and cooperate in an effort to promote the ornamental plants research on BONSAI and establishment of GARDEN PLANTS in Lao.PDR.

**2. Nature of Collaboration**

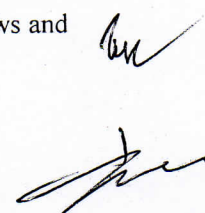
- 2.1 Both Parties cooperate on mutual respect in the field of agricultural science and technology within the framework of legislation and agrarian policy of both NAFRI and N.C.C
- 2.2 When there is a need for other forms of collaboration, these will be discussed, agreed upon, and implemented by both Parties.

**3. General Contributions**

**NAFRI Obligations;**

- 3.1 NAFRI agrees to provide research area, facilities, equipments and workforce necessary for ornamental plants research on BONSAI and establishment of GARDEN PLANTS in NAFRI, Lao.PDR.
- 3.2 NAFRI Provides arrangements for obtaining customs clearance (and tax exemptions where applicable) on agreed research items such as seeds, seedlings, garden plants, instruments and supplies imported to Lao PDR from NAEDDLE Agricultural Corporation (NAC), R.O.K, for and on behalf of NCC in support of the project implementation, according to Lao PDR laws and customs policy.

PC



- 3.3 Provide counterpart researcher/s and consultation for the visiting NAC and NCC researcher/specialist(s) for the proper and effective implementation of the Project;
- 3.4 Provide facilities such as office/s including the use of computer networks, laboratories, and experimental fields for the visiting NAC, NCC researcher/specialist(s);

**NCC Obligations;**

- 3.5 NCC provides visiting researcher/specialist(s) to work on mutually agreed upon research subjects;
- 3.6 NCC provides financial support for operation of the implementing activities. The estimated budget of operation will be developed in separated plan.
- 3.7 Provide various research items such as seeds, seedlings, garden plants , instruments and supplies required for experiments on BONSAI and establishment of GARDENT PLANTS in NAFRI, Lao PDR . All instruments and supplies brought by NCC will remain as property of NCC until the completion of collaboration;
- 3.8 Provide various training program opportunities (know how) in Lao PDR and other countries.

**4. Results/Publications/Intellectual Property Rights**

- 4.1 Research results and materials obtained in this collaboration shall be considered as the joint property of NAFRI and NCC and will be subject to the NAFRI intellectual property rights policy and the relevant intellectual property rights policy of NCC.
- 4.2 Results from this cooperative effort may be used by each Party, with due recognition of the other Party's contribution.
- 4.3 Research findings will be published in the public interest if mutually agreed upon.
- 4.4 The publications may be joint or separate as may be determined in each case. In case of failure to agree on the method of publication, except for annual reports and the like, the Party desirous of publishing the findings separately may do so after having submitted the proposed manuscript to the other Party and a period of not less than 3 months has elapsed from the date of receipt of said manuscripts by the other Party and having considered any comments and suggestions offered by the other Party.
- 4.5 Either Party publishing any research findings shall give credit to the other Party's contribution and shall be responsible for the conclusions and interpretations reported.
- 4.6 Problems concerning intellectual property rights between the Parties shall be handled through arbitration by the heads of the Parties or their authorized representatives according to the appropriate legislation of Lao PDR and R.O.K
- 4.7 When either Party introduces any genetic resources from Lao PDR to ROK for further research and/or development, those materials will be governed by a Material Transfer Agreement (MTA) which will be concluded between the Parties.
- 4.8 In relation to any confidential information which is disclosed to either Party by the other Party or developed under this MOU, the recipient Party must keep it confidential.



## 5. Benefits sharing

4.1 Both parties will discuss on the benefits sharing from this collaboration, after having successful research results. The sharing of benefits will be based on real expenses, labor and time to be spent.

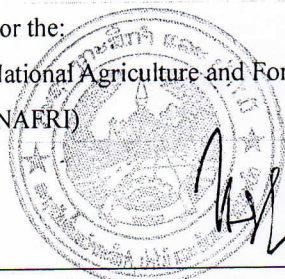
## 6. Modification and Termination of the MOU

6.1 The Parties to this MOU may, by mutual consent, add, modify, amend or delete any words, phrases, sentences or provisions in this MOU.

6.2 This MOU shall enter into full force and effect for an initial period of three years from the date of signing on May 23, 2018 to April 22, 2021. From then on it shall be renewed every three years based on the consultation between each Party. Either party shall have otherwise notified to the other Party in writing at least six (6) months prior to the expiry of this MOU.

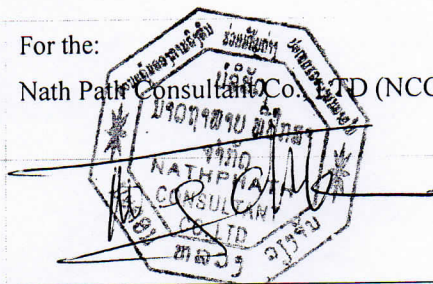
IN WITNESS WHEREOF, the Parties have signed this Memorandum of Understanding in the places and on the dates indicated below. All related documents are to be duplicated and kept by both Parties.

For the:  
National Agriculture and Forestry Research Institute  
(NAFRI)



By Dr. Bounthong BOUAHOM  
Director General

For the:  
Nath Path Consultants Co., LTD (NCC)



By Mr. Charles PHOUTHAKHANTY  
(Somjit)  
Director

Date: 24 MAY 2018

Date: \_\_\_\_\_

Place: Vientiane, Laos PDR

Place: Vientiane, Laos PDR

Witness for the:  
Forestry Research Centre (FRC)

Witness for the:  
NAEDDLE Agricultural Corporation (NAC)

By Mr. Vongvilay VONGKHAMSAO  
Director

By Mr. S.K. KOH  
Director

Date:

Date:

Place: Vientiane, Laos PDR

Place: Vientiane, Laos PDR