



## **MEMORANDUM OF UNDERSTANDING**

**Between the**

**National Agriculture and Forestry Research for  
Rural Development Institute  
(NAFRI)**

**And the**

**Japan International Research Center for Agricultural Sciences  
(JIRCAS)**

*NAFRI*

*JIRCAS*

**MEMORANDUM OF UNDERSTANDING  
FOR COLLABORATION IN AGRICULTURAL RESEARCH**

**Between the  
National Agriculture and Forestry Research for  
Rural Development Institute  
(NAFRI)  
And the  
Japan International Research Center for Agricultural Sciences (JIRCAS)**

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 for Rural Development Institute (hereinafter referred to as NAFRI) in Lao People's Democratic Republic (hereinafter referred to as Lao PDR), and the Japan International Research Center for Agricultural Sciences, an incorporated administrative agency affiliated to the Ministry of Agriculture, Forestry and Fisheries, Japan (hereinafter referred to as JIRCAS).

To facilitate and harmonize the collaboration between NAFRI and JIRCAS (hereinafter separately referred to as Party and jointly referred to as Parties), both institutes have reached mutual understanding as set forth in the following conditions.

**1. Nature of Collaboration**

- 1.1 NAFRI and JIRCAS have agreed to collaborate in promoting the advancement of developing agricultural technology which will contribute to the increase in agricultural production, value-added production and improvement of natural resource management in Lao PDR.
- 1.2 The collaboration between the Parties shall be in the planning and implementation of generally agreed upon research projects (hereinafter referred to as Projects).
- 1.3 When there is a need for other forms of collaboration, these will be discussed, agreed upon, and implemented by both Parties.

**2. General Contributions**

- 2.1 NAFRI will, subject to personnel and budgetary limitations, and as may be mutually agreed upon:
  - 2.1.1 Provide counterpart researcher/s and consultation for the visiting JIRCAS researcher(s) for the proper and effective implementation of the Projects;



- 2.1.2 Provide facilities such as office/s including the use of computer networks, laboratories, and experimental fields for the visiting JIRCAS researcher/s;
- 2.1.3 Provide assistance to the visiting JIRCAS researcher/s in seeking suitable accommodation;
- 2.1.4 Provide assistance to JIRCAS researcher/s and their families regarding formalities requested by the authorities of Lao PDR for the granting of visas and necessary permit;
- 2.1.5 Provide arrangements for obtaining customs clearance (and tax exemptions where applicable) on agreed research instruments and supplies imported to Lao PDR for and on behalf of JIRCAS researcher/s in support of the Projects, according to Lao PDR laws and customs policy.
- 2.2 JIRCAS will, subject to personnel and budgetary limitations, and as may be mutually agreed upon:
  - 2.2.1 Provide visiting researcher/s to work on mutually agreed upon research subjects;
  - 2.2.2 Provide the salaries, travel and operational funds of the visiting JIRCAS researcher/s;
  - 2.2.3 Provide various research instruments and supplies required for the Projects within an allocated budget. All instruments and supplies brought by JIRCAS will remain as property of JIRCAS until the completion of the Projects;
  - 2.2.4 Provide financial support for labor wages of the personnel hired for field and laboratory studies for the Projects as occasion demands;
  - 2.2.5 Provide financial support for organizing project result workshops for local governmental stakeholders.
  - 2.2.6 Provide various training program opportunities in Lao PDR and other countries for capacity building for Lao counterparts when necessary on mutually agreed upon research subjects.

### **3. Work Plans**

- 3.1 This MOU will be supplemented by separate work plans for each Project that are developed and agreed upon by the Parties.
- 3.2 The work plan will specify the details of the research plan including subjects, objectives, scope, methodologies, time schedule, and other elements necessary for implementing the Projects.

3.3 A project unit shall consist of scientists and administrators engaged in the Projects from the Parties.

3.4 Plans and suggestions for cooperative endeavors may originate from either Party but will require the approval of both Parties for implementation.

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

4.1 Research results must be reported annually.

4.2 Research results and materials obtained in this collaboration shall be considered as the joint property of NAFRI and JIRCAS and will be subject to the NAFRI intellectual property rights policy and the relevant intellectual property rights policy of JIRCAS.

4.3 Any intellectual property rights including patents, data and information resulting from research activities conducted under this MOU shall be owned jointly by the Parties; and the Parties shall be allowed to use such property for non-commercial purposes, free of royalties. Should the intellectual property rights including patents, data and information be used by one Party for commercial purposes, the written consent by both Parties is necessary; and the other Party is entitled to the royalties obtained from the use of such rights on the basis of the principle of equitable contribution. The Parties shall consult each other about the application of the rights in third countries, before the application is made.

4.4 Results from this cooperative effort may be used by each Party, with due recognition of the other Party's contribution.

4.5 Research findings will be published in the public interest if mutually agreed upon.

4.6 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.

4.7 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.

4.8 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 Japan.

4.9 When either Party introduces any genetic resources from Lao PDR to Japan for further research and/or development, those materials will be governed by a Material Transfer Agreement (MTA) which will be concluded between the Parties.

4.10 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. Modifications and Termination of the MOU**

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

5.2 This MOU shall enter into full force and effect for an initial period of five years from the date of signing on November 1, 2017 to October 31, 2022. From then on it shall be renewed every five 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 for  
Rural Development Institute (NAFRI)



By Dr. Bounthong BOUAHOM  
Director General

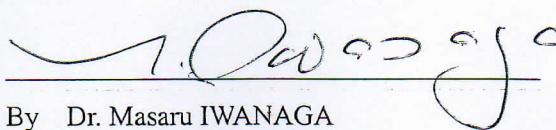
Date:

Oct. 18, 2017

Place: Vientiane, Laos PDR

For the:

Japan International Research Center for Agricultural  
Sciences (JIRCAS)



By Dr. Masaru IWANAGA  
President

Date:

Oct 4, 2017

Place: Tsukuba, Japan