

**MEMORANDUM OF UNDERSTANDING  
ON  
ACADEMIC AND RESEARCH COLLABORATION  
BETWEEN**

**NATIONAL SCIENCE AND TECHNOLOGY DEVELOPMENT AGENCY**

**AND**

**NATIONAL AGRICULTURE AND FORESTRY RESEARCH INSTITUTE**

No .....

This Memorandum of Understanding (hereinafter referred to as the **"MOU"**) is made and entered into on this 29th of March, B.E. 2560 (A.D. 2017) (hereinafter referred to as the **"Effective Date"**), at Pathum Thani, the Kingdom of Thailand, by and between

**National Science and Technology Development Agency**, located at 111 Thailand Science Park, Phahonyothin Road, Khlong Nueng, Khlong Luang, Pathum Thani 12120, the Kingdom of Thailand, represented by Narong Sirilertworakul, Ph.D., President of NSTDA who is authorized to enter into the MOU according to the order of the National Science and Technology Development Board of Directors number 1/2559, dated on the 27<sup>th</sup> August B.E. 2559 (A.D. 2016), as specified in Appendix A attached herewith (hereinafter referred to as the **"NSTDA"**), as the one party, and

**The National Agriculture and Forestry Research Institute (NAFRI), Ministry of Agriculture and Forestry (MAF)**, located at Nongviengkham village, Saythany district, Vientiane Capital, Lao PDR, represented by Bounthong Bouahom, Ph.D., Director General of NAFRI, who is authorized to enter into the MOU as evidenced by Prime Minister No: 303/ນຍ, dated on the 04 November 2009 as specified in Appendix B attached herewith (hereinafter referred to as the **"NAFRI"**), as the other party.

NOW, THEREFORE, in consideration of the mutual cooperation made hereinafter, referred to together as the **"Parties"** and individually as a **"Party"**, hereby agree with the following general provisions and terms:

**Article 1  
Objectives and Scope of Cooperation**

**Objectives**

- (1) To jointly promote and support the collaboration activities in research and innovation, including capacity building and technology transfer, in relation to the areas of agricultural technology
- (2) To establish a framework of cooperation and jointly support activities undertaken for germplasm collection & evaluation of rice, corn, and other field crops by genotyping and phenotyping technologies;
- (3) To encourage collaboration in the subject areas identified as a priority and to maximize the benefits that the cooperation will bring to the development of research and innovation of both Parties.



## Scope

- (1) Exchange, develop and consolidate their knowledge, information, practical skills, experiences and biological material(s) as specified details under a Standard Material Transfer Agreement (if any);
- (2) Exchange their research scientist(s), research scholar(s) and conduct consultation(s) during the process of collaborative work program(s) and/or project(s) being prepared for;
- (3) Carry out joint activity(ies), meeting(s), lecture(s), symposia and/or research project(s) on matters of mutual interest as appropriate;
- (4) Exchange of information on the current and planned activity(ies) in the identified field(s); and/or
- (5) Encourage activity(ies) with best endeavor for strengthening the mutual cooperation and relationship.

## Article 2 Parties' Understandings

The MOU is intended only to provide the general principles and key terms for initial cooperation between the Parties and does not contain all matters upon which agreement must be reached.

Where the Parties agree to proceed with some or all of the matter(s) referred to in Article 1 subsequent to the signing of the MOU, the Parties agree to enter into the project agreement for that specific matter(s) which shall include all material terms including funding, the responsibilities and obligations which are to be undertaken by each Party, ownership and exploitation rights in intellectual properties arising out of the project, benefit sharing of the intellectual property rights as well as the scope of work of the project (hereinafter referred to as a "**Project Agreement**"). However, no provision in the MOU shall oblige the Parties to enter into any Project Agreement. The understandings contained herein are intended to govern all Project Agreements executed between the Parties.

## Article 3 Term and Termination

The MOU shall commence on the Effective Date and shall remain in effect for a period of 5 years from the Effective Date, unless otherwise terminated by the Parties agreeing to the termination in writing, or by either Party giving a written notice not less than 6 months in advance of the termination to the other Party.

The Parties may agree to extend the term of the MOU by reasonable cause by signing the amendment of the MOU.

The termination of the MOU shall not affect the completion of any cooperative activities and/or any cooperative activities in progress facilitated or supported under the MOU. The obligations relating to confidentiality and intellectual property under the MOU shall continue.



#### **Article 4** **Use of Trademarks, Crests, Logos and Other Intellectual Property Rights**

For the purpose of the MOU, Intellectual Property shall include all data, specification(s), material(s), research result(s), technical information, solution(s), drawing(s), know-how and technical information developed, obtained, created, written, prepared or discovered, whether or not (petty) patentable, arising from the cooperation under the MOU or brought into existence pursuant to the MOU.

Background Intellectual Property shall include any Intellectual Property that each party owns, will retain ownership, has the right to grant a license and/or develop independently apart from the Project Agreement. The Party that uses or provides the other Party to use its Background Intellectual Property under the Project Agreement shall retain the ownership thereof. Nothing in the MOU shall be construed as granting, expressly or implicitly, any license to the other Party to use such Background Intellectual Property for any purpose other than those stipulated in the Project Agreement.

Foreground Intellectual Property shall include any Intellectual Property that arises, or is obtained or developed, created, written, prepared and/or discovered jointly by the Parties as a result of cooperation under the Project Agreement.

The ownership of all Foreground Intellectual Property arising out of the Project Agreement and the benefit sharing shall be separately determined in each Project Agreement prior to the start of the Project Agreement.

Use of trademarks, crests, logos and intellectual property rights of each Party requires a specific agreement. No license is granted under the MOU on each Party's trademark(s), crests, logo(s) and any other intellectual property rights.

#### **Article 5** **Confidentiality**

The following paragraphs of this Article shall be applicable, in principle, to the handling of confidential information exchanged between the Parties in the course of the cooperative activities under the MOU, unless otherwise agreed upon separately in writing or stipulated in any Project Agreement between the Parties:

Under the term of the MOU, each Party may disclose to the other Party information (a) in machine readable or other tangible forms or mediums and marked as "**Confidential**" or any equivalent mark(s), and/or (b) in oral or other intangible forms disclosed and is designated as confidential or proprietary at the time of disclosure and summary in writing with clearly marked as "**Confidential**" or any equivalent mark(s) on it and be delivered to the receiving Party within 30 days after disclosure date indicating the confidential nature of the information by the disclosing Party (hereinafter collectively referred to as the "**Confidential Information**"). The receiving Party shall (i) keep all disclosed Confidential Information strictly confidential and not disclose any Confidential Information to any third party; and (ii) use appropriate measures to secure the Confidential Information received from the Disclosing Party. The exception is that the Receiving Party may disclose the Confidential Information to its employee(s), consultant(s) and/or third party who have a direct "need to know" and are aware of and subject to a written agreement obliging them to maintain confidentiality of such Confidential Information at the same degree of care under the MOU. The receiving Party shall promptly deliver a copy of such a written agreement to the disclosing Party.



The confidentiality obligations set forth herein shall survive the expiration or termination of the MOU. The confidentiality obligations of the receiving Party herein shall not apply to Confidential Information that the receiving Party can provide the evidence(s) that such Confidential Information:

- (a) is known to the receiving Party prior to its receipt of the same from the disclosing Party without a duty of confidentiality;
- (b) is rightfully received by the receiving Party from any third party without a duty of confidentiality or restriction on its use, on equivalent terms and conditions as those in the MOU;
- (c) has been legally part of public domain through no fault of the receiving Party;
- (d) is disclosed to the public and become generally known after the disclosure through no fault of the receiving Party;
- (e) is completely independently developed by or on behalf of or for the receiving Party, as evidenced by written records produced prior to the disclosure, through no violation of duty of confidentiality under the MOU;
- (f) is required to be disclosed by law or court order, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order from the court or the relevant authority protecting the information from public disclosure;
- (g) is no longer considered as Confidential Information according to the applicable law; and/or
- (h) is disclosed after receiving a written consent from the disclosing Party.

However, specific details of confidentiality obligation of the Project Agreement may be agreed otherwise in writing in each Project Agreement.

#### **Article 6 Funding and Resources**

The MOU does not constitute binding commitment or obligation on the part of either Party, nor does it necessitate any financial commitments by either Party. Each Party shall bear its own cost and expenses under the MOU, such as the cost and expenses incurred in preparing, executing and implementing the cooperation under the MOU, unless otherwise agreed in writing by the Parties.

#### **Article 7 Publication and Divulgence**

Unless the Parties agree otherwise in writing:

Without the other Party's written consent, each Party may publish and/or divulge any information in relation to the cooperation under the MOU, provided that such publication and/or divulgence do not cause damage to the other Party;

The Party which wants to publish and/or to divulge the cooperation activity(ies) and/or the results of the cooperation under the MOU and/or under the Project Agreement must receive prior written



consent of the other Party.

In publication and divulgence under this Article, the explicit message or symbol, which manifests the cooperation between the Parties and the proprietary of intellectual property rights in relation to any accomplishment of the activities under the MOU and/or the Project Agreement, must be illustrated in all publication.

Each Party does not have the right to refer to the other Party unless such reference is made in the cause of publication or divulgence under this Article.

Publication and divulgence under this Article is subject to Article 5 (Confidentiality) and shall not obstruct the opportunity to acquire or retain the intellectual property rights.

#### **Article 8 Assignment**

Either Party shall not assign the MOU, any interests herein or any rights hereunder to any third party without receiving prior written consent of the other Party.

#### **Article 9 Infringement of Intellectual Property of Third Party**

In the event that any third party alleges or claims for infringement of the copyright, petty patent, patent or any other rights relating to the performance of any cooperative activities under the MOU and/or the Project Agreement, the alleged Party shall notify the other Party in writing as soon as possible.

If the final fact is present that either Party infringes the copyright, petty patent, patent or any other rights of the third party, such Party shall have responsibility of all damages and other costs by itself and instead of the other Party.

#### **Article 10 Notices**

All notices and requests in connection with the MOU and/or the Project Agreement shall be validly given in writing and shall be deemed to be duly made when a) sent by registered post, return receipt requested, postage prepaid, or b) sent by courier delivery service, receipt acknowledged, fees prepaid to the above addresses of the Parties, or to such other addresses as the Party to receive the notice or request so designates by written notice to the other Party.

#### **Article 11 Amendment**

The MOU may be amended, supplemented or otherwise modified only by means of an amendment signed by the authorized person and affixed the official seal (if any) of each Party.

#### **Article 12 Language Used, Dispute Resolution, and Governing Law**

The text of the MOU is established in English.

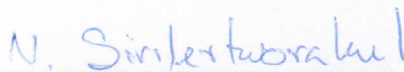
The MOU shall be governed, construed and interpreted in accordance with the laws of the Kingdom of Thailand without regard to the principle of conflict of laws.

Any dispute concerning with the MOU shall be amicably resolved through consultation or negotiation between the Parties. If consultation or negotiation cannot resolve the dispute, the dispute shall be submitted to the competent court of the Kingdom of Thailand.

IN WITNESS WHEREOF, the MOU is executed in two identical counterparts. The Parties have read and understood all terms and conditions of the MOU and have hereto appended their respective signatures and affixed their official seals (if any) and kept one identical of the MOU.

**National Science and Technology  
Development Agency (NSTDA):**

By:



(Narong Sirilertworakul, Ph.D.)

Title:

President

Witness:




(Somvong Tragoonrung, Ph.D.)

Title:

BIOTEC Director

**National Agriculture and Forestry Research  
Institute (NAFRI):**

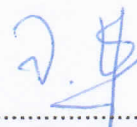
By:



(Bounthong Bouahom, Ph.D.)

Director General

Witness:



(Chanthakhone Boualaphanh, Ph.D.)

Title:

Director of Agriculture  
Research Center