



**MEMORANDUM OF UNDERSTANDING
(MOU)
On "CONSERVATION AND SUSTAINABLE USE OF PLANT GENETIC
RESOURCES FOR FOOD AND AGRICULTURE"**

1. Parties

This MOU are between the following organizations:

Indonesian Agency for Agricultural Research and Development (IAARD)
Jl Ragunan No 29, Pasar Minggu, Jakarta Selatan, Indonesia

Plant Resources Center
Ankhanh, Hoaiduc, Ha Noi, Vietnam

Institut Penyelidikan dan Kemajuan Pertanian Malaysia (MARDI)
43400 Serdang, Selangor, Malaysia

Cambodian Agricultural Research and Development Institute
Sla Kue Bridge, Phnom Penh, Cambodia

National Plant Genetic Resources Laboratory
Institute of Plant Breeding – College of Agriculture and Food Science
University of the Philippines – Los Baños (UPLB) 4031, Laguna, Philippines

National Agriculture and Forestry Institute (NAFRI)
Nongviengkham Village, Xaythany District, Vientiane Capital, Lao P.D.R., Laos

Hereinafter each is called as "a party" and together is called as "the parties"

2. Purpose

This Memorandum of Understanding (MOU) specifies the Partnership among organization within the parties and provides the guiding relationship principles. The parties are committed to conserve and sustainably use plant genetic resources for food and agriculture in South East Asian Countries.

3. Area of collaboration

- a. Establish information sharing system of selected PGRFA.
- b. Joint Breeding programmes which could possibly include exchange of selected PGRFA.
- c. Share Knowledge and transfer of technology on conservation and sustainable use of PGRFA.

4. Implementation

The implementation of this MOU on each area of collaboration will be deliberated in a separate collaboration proposal which should include a collaboration agreement by a group of partners, hereinafter called as partners, among partners within the Parties.

5. Material Transfer Agreement

All biological materials used in the collaboration will be transferred using Material Transfer Agreements (MTA) that would carefully describe the Material. Further, the transfer of biological materials, including breeding materials and germplasm, will be subject to pertinent biosafety and bio-prospecting laws, rules, and regulations.

6. Intellectual Property Rights (IPR)

- a. Any intellectual Property brought by one party for the implementation of this MOU shall remain the property of that party.
- b. Any intellectual property rights resulted from activities under this MOU shall be jointly owned by the parties in accordance with the term to be mutually agreed upon.

7. Publication

- a. The result of Scientific Research under this MOU shall be informed to the participating parties prior to the disclosure to the public.
- b. Exceptional case like finding of new species.
- c. Data and Information resulted from Scientific research under this MOU shall be accessible by the Parties.

8. Termination

This Memorandum will terminate after 5 years of its effective date and may be renewed by the mutual consent of the parties. Each party can withdraw from this MOU by given written notification to the parties at least 3 months before its effective withdrawal.

9. Settlement of Dispute

Any difference or dispute arising between the Parties related to the interpretation and-implementation of this MoU shall be settled amicably through consultations and/or negotiations between the Parties.

10. Confidentiality

Each Party will take appropriate and reasonable care to keep the Confidential Information of the other Parties confidential, and not disclose it to any third party without the prior, written consent of the owner. If granting access to such Confidential Information at all to its employees, students, contractors, and/or agents, a receiving Party shall grant access only on a need-to-know basis and shall remain liable for the use by these individuals.


11. Amendment

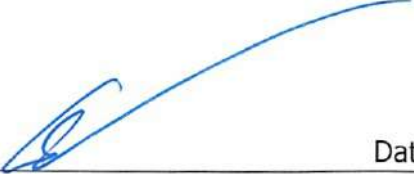
This MoU can be reviewed or amended at any time by mutual written consent by the Parties. Such revisions or amendments shall enter into force on such date as determined by the Parties and shall form as an integral part of this MoU.


12. Effective Date


This MOU shall enter into force on the date of its signing by the Parties.


13. Signature: the persons below, signed on behalf of their organization as stated in article 1 of this MOU.

Signed:  Date: January 30, 2020
Name: Mr. Fadry Djufry
Designated Position: Director General of IAARD, Indonesia

Signed:  Date: February 12, 2020
Name: Mr. Tuan Nghia
Designated Position: Director General of PRC, Vietnam

Signed:  Date: May 18, 2020
Name: Datuk Mohamad Roff Bin Mohd Noor
Designated Position: Director General of MARDI, Malaysia

Signed:  Date: March 11, 2020
Name: Mr. Ouk Makara
Designated Position: Director of CARDI, Cambodia

Signed:  Date: July 28, 2020
Name: Dr. Fernando C. Sanchez, Jr /
Designated Position: Chancellor, UPLB, Philippines

Signed:  Date: February 17, 2020
Name: Ms. Chay Bounphanousay
Designated Position: Director General of NAFRI, Lao PDR