

MEMORANDUM OF UNDERSTANDING

between

**THE ROYAL FOREST DEPARTMENT (RFD),
THAILAND**

and

**JAPAN INTERNATIONAL RESEARCH CENTER
FOR
AGRICULTURAL SCIENCES (JIRCAS),
JAPAN**

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between
THE ROYAL FOREST DEPARTMENT(RFD),
THAILAND
and
JAPAN INTERNATIONAL RESEARCH CENTER
FOR
AGRICULTURAL SCIENCES (JIRCAS), JAPAN

The **ROYAL FOREST DEPARTMENT** of the Ministry of Natural Resources and Environment, Thailand (hereinafter referred to as **RFD**), with principal office in Bangkok, Thailand.

and

The **JAPAN INTERNATIONAL RESEARCH CENTER FOR AGRICULTURAL SCIENCES** (hereinafter referred to as **JIRCAS**), with principal office in Tsukuba, Ibaraki, Japan.

UNDERSTAND

WHEREAS, RFD, Thailand is entrusted with forest and forest products research and development including the promotion of sustainable management and optimal utilization of forest resources;

WHEREAS, JIRCAS is an incorporated administrative agency (IAA) under the supervision of the Ministry of Agriculture, Forestry and Fisheries of Japan, and is committed to the advancement of sciences of agriculture, forestry and fisheries in developing regions through research leading to the development of technology;

WHEREAS, both parties recognize that their goals and objectives could be attained faster and more efficiently by pooling their respective resources whenever appropriate:

Now, therefore, **RFD** and **JIRCAS**, inspired by their common objectives, have reached mutual understanding to cooperate as set forth in the following terms and conditions;

1. Nature of Cooperation

The cooperation between the two institutions shall generally be, but not limited to, in planning and implementation of any predetermined and mutually agreed upon research projects. Other forms of cooperation may, from time to time, be discussed, agreed upon and implemented by both parties.

2. General Contributions

RFD will, subject to personnel and budgetary limitations and as may be mutually agreed upon, provide the following to JIRCAS scientists participating in cooperative projects at RFD, Thailand headquarters and affiliated research departments;

- a. Office, laboratory, and research sites;
- b. Administrative mechanism(s) necessary for the implementation of the cooperative project(s) ;
- c. Assigning and assisting any counterpart scientist to visiting JIRCAS scientist(s) for the proper and effective implementation of the cooperative project(s);
- d. Assistance to JIRCAS scientist(s) in seeking suitable accommodation during the course of implementing the collaborative project(s);
- e. Assistance to JIRCAS scientist(s) for the formalities prescribed by the authorities of Thailand for the granting of visas and necessary permits;
- f. Arrangements for obtaining customs clearance and tax exemptions (when applicable) on agreed items of supplies and equipment imported to Thailand for and on behalf of JIRCAS in support of the cooperative project(s).

JIRCAS will, subject to personnel and budgetary limitations, and as may be mutually agreed upon, provide the following to RFD;

- a. Visiting scientist(s) on either short (less than six months) or long-term (six months or longer) assignments to work on mutually agreed upon the collaborative project(s);
- b. The salaries, transportation to and from Thailand of the visiting JIRCAS scientist(s);

- c. Various items of equipment required for the collaborative project within an allocated budget. Although these materials remain the exclusive property of JIRCAS, they will be made available to RFD for use throughout the project. Upon the completion of the projects possible extension of the use of these items of equipment by RFD will be negotiated subject to terms and conditions that may subsequently be agreed to by both parties;
- d. Financial support for labor including a part of the wages of the personnel hired for field studies, but shall not cover any other expenses incurred during the conduct of the field surveys.
- e. Financial support for RFD scientists to travel to Japan for purposes of coordination of project activities and to carry out collaborative research

3. General Administration

- a. JIRCAS visiting scientists on either short or long term shall be assigned to one of research divisions of RFD;
- b. This Memorandum of Understanding will be supplemented by the work plan(s) of the project which will be jointly developed by RFD and JIRCAS, and approved by the parties.
- c. The work plan will describe more specifically the research site(s) and the research projects/activities to be carried out as well as set forth the specific contributions of each party. Plans/suggestions for cooperative endeavors may originate from either parties but will require the full approval of both parties for implementation.

4. Results / Publications

- a. Results from this cooperative effort may be used by either or both parties, with due recognition of each party's contribution;
- b. Research findings will be published in the public interest if mutually agreed upon;
- c. 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, 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 manuscript by the other party and having; considered any comments and suggestions offered by the other party;

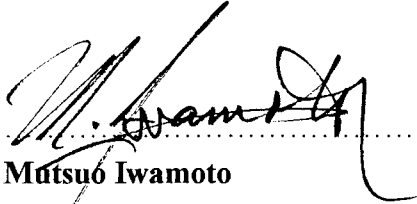
d. Either party publishing any research findings will give credit to the other party's contribution but shall, at the same time, be entirely responsible for the conclusions and interpretations reported.

e. Problems concerning intellectual property rights between RFD and JIRCAS shall be handled through arbitration by the heads of the two Institutions or their authorized representatives

5. Modification and Termination of the Memorandum

This Memorandum of Understanding shall enter into force on the date of its signature and shall remain in force until terminated by either party by giving to the other party six months prior notice in writing.

IN WITNESS WHEREOF, the parties have signed this document in the places and on the dates indicated below.



Mutsuo Iwamoto

President

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



Chatchai Ratanophat

Director-General

Royal Forest Department (**RFD**)


Date: 7/02/04

Place: Tsukuba, Japan

Date: 5/08/04

Place: Bangkok

Signed in the presence of:



Shozo Nakamura

Director of Forestry Division

Japan International Research Center
for Agricultural Sciences

(**JIRCAS**)

Signed in the presence of:



Pairoaj Punpugdee

Director of Forest Economics
and Forest Product Research
Office

Royal Forest Department (**RFD**)