

<p style="text-align: center;"><b>GENERAL MEMORANDUM OF UNDERSTANDING 2012-2016</b></p>
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A **GENERAL MEMORANDUM OF UNDERSTANDING** is entered into as of this day of November 21<sup>st</sup>, 2012

**BETWEEN:**

**The Centre de Coopération Internationale en Recherche Agronomique pour le Développement**, an institution having its head office 42 Rue Scheffer, 75116 Paris (France), specializing in agricultural research under tropical and sub-tropical climates, (hereinafter referred to as "CIRAD"), duly represented by Dr. Jean-Charles MAILLARD, CIRAD Regional Director

**AND:**

**Prince of Songkla University**, an institution having its head office 15 Karnjanavanich Rd., Hat Yai, Songkhla 90110, Thailand (hereinafter referred to as "PSU"), duly represented by Associate Professor Dr. Chusak Limsakul, President

**WHEREAS:**

1. CIRAD is eager to strengthen its scientific co-operation with Thailand, especially in the framework of the Thai French Co-operation on Higher Education and Research Agreement signed on 23<sup>rd</sup> April 1999, which includes a set of fields dealing with agriculture development such as: land resource management, water resource management, agricultural production improvement, environmental protection.
2. PSU wishes to have co-operation with CIRAD based on the Thai French Co-operation on Higher Education and Research Agreement signed on 23<sup>rd</sup> April 1999. The fields of interest include agriculture development, agriculture product development, water resources management, and environmental protection.

**AND WHEREAS:**

The two Parties consider it to be to their mutual, and possibly synergistic, benefit and advantage to cooperate in a spirit of mutual understanding and goodwill in promoting the advancement of scientific research and education, to create a network of excellence in agricultural research and undertake collaborative research programmes and/or studies in the particular fields specified hereafter,

**IT IS HEREBY AGREED, under this General Memorandum of Understanding (hereinafter referred to as the “GMOU”) between CIRAD and PSU as follows:**

**Article 1: Subject matter of the GMOU**

- 1.1 The subject matter of the GMOU is to provide the basic framework for more specific collaboration and co-operation between CIRAD and PSU, which shall be governed by Specific Memorandum of Understanding (SMOU), with the view to developing and enriching the activities in research of the two partners.
- 1.2 In the event that subsequent SMOU are signed by institutes from both parties to govern specific collaborative research projects, then the terms and conditions of these SMOU supplement this GMOU, and in case of conflict prevail over the latter.
- 1.3 Each SMOU shall be appended with a Work Plan providing details of the objectives of the collaborative project and respective role and contribution of the involved parties.

**Article 2: Activities and fields of specific co-operation**

2.1 CIRAD and PSU will subject to personnel and budgetary limitations, jointly develop some or all of the following activities based on their respective academic, educational and technical needs:

- organization of joint collaborative research programs on themes of mutual interest,
- organization of joint academic activities such as training courses, seminars, workshops, and conferences,
- exchange of faculty members, research scholars and students,
- exchange of research and scientific materials, publications and information,
- exchange of cooperation deemed appropriate by both institutions.

2.2 Among the areas identified for specific research collaboration are:

- a. Rubber productivity improvement,
- b. Rubber quality improvement,
- c. Geomatics (remote sensing, geographic information system-GIS, mapping)
- d. 3-D Landscaping simulation and applications
- e. Restoration of degraded landscapes (symbiotic associations, land mediation, etc.)
- f. Water resource management: (water purification, watershed management, salinity)
- g. Bioenergy
- h. Socio-economics
- i. Animal health

This list is not exhaustive.

**Article 3: Obligations and limitations**

3.1 This GMOU does not include any immediate funding; however, both CIRAD and PSU shall support their joint programmes, whenever it is feasible. Additional external resources and funding, particularly from European Union sources, will be sought

jointly by CIRAD and PSU, whenever it is possible. In general, each side shall bear the cost for its participation in projects and activities unless otherwise agree upon.

3.2 Any technology, method, information, know-how, material and/or any intellectual property rights pertaining to it ("Pre-Existing Know How") made available by one of the parties under this GMOU will remain its sole property. Exchanges and loans of Pre-Existing Know How between the parties will be made free of charge, insofar as they are intended for research purpose only.

3.3 The personnel to be assigned to any collaborative work under the GMOU and/or subsequent SMOU have to faithfully observe the terms of these MOU.

#### **Article 4: Term of the GMOU**

This GMOU shall become effective from the date of signing by both parties for a period of five (5) years.

#### **Article 5: Participation of third parties**

5.1 Although the GMOU is between CIRAD and PSU, it is recognized that specific activities undertaken under the GMOU may need to involve third parties.

5.2 The participation of such parties is encouraged provided their participation is expressly agreed to by both parties and that they comply with all terms and conditions of this GMOU and the relevant SMOU. This participation has to be formalized trough an agreement signed between Cirad, PSU and the third party.

#### **Article 6: Participation in other activities**

This GMOU or any subsequent SMOU/Work Plan shall not prevent CIRAD or PSU from engaging or participating in other activities related to the activities being undertaken under this GMOU and/or any subsequent SMOU/Work Plan, provided that such engagement and participation is not based on results specifically obtained from collaborative work carried out under this GMOU and/or any subsequent SMOU/Work Plan, or when it is based on such specific results, a prior written consent of the other party has to be obtained.

#### **Article 7: Access and transfer of biological material**

7.1 Whenever specimen of plants or any other biological material are required to be collected and/or sent abroad for whatever reason, the parties shall comply with all applicable rules and regulations governing the access and/or transfer of such material.

7.2 Any transfer of biological material conducted under this GMOU shall be governed by a Material Transfer Agreement between the provider and the recipient, whether they are parties under this GMOU or third parties.

## **Article 8: Scientific publications**

8.1. Any publication or communication in connection with the Common Results shall mention the names of the institutions involved, the principal author being the one who wrote the article or paper.

8.2. Provisions relating to scientific publications shall be set forth in each SMOU.

## **Article 9: Confidentiality**

Each Party agrees, on its behalf and the behalf of its agents, to not publish, divulge or use, in any way, the scientific, technical, industrial, financial or commercial information belonging to the other Party, known during the execution of this agreement, so long as the information remains outside the public domain.

## **Article 10: Intellectual property and use of results**

10.1 Any results obtained jointly by the parties from their collaboration under this GMOU, including any information and/or know-how, and/or intellectual property right, and/or any biological material, resulting from research activities conducted under this GMOU (hereinafter "Common Results") shall be jointly owned by both parties.

10.2 The parties agree to jointly apply to obtain and/or maintain the relevant intellectual and industrial property rights and shall strive to set up among themselves appropriate agreements regarding the allocation and assumption of expenses in connection with the requested protection.

10.3. Each party may use, free-of-royalties, the Common Results for non-commercial purposes, such as research and experimentation, for its own needs with its partners.

10.4. Provisions relating to intellectual property and use of results shall be set forth in each SMOU.

## **Article 11: Commercial exploitation**

All commercial operations in connection with the Common Results shall be determined jointly between the parties. The exploitation of the Common Results for commercial purposes shall be subject to the payment by each party of royalties to the other party as defined in a separate agreement.

## **Article 12: General Provisions**

12.1 This GMOU shall be understood as a statement of intent to establish co-operation in research between France and Thailand for mutual benefits. Nothing in this GMOU shall be interpreted as creating any legal obligation between CIRAD and PSU.

12.2 Either CIRAD or PSU may terminate this GMOU at any time and without cause by providing the other party with a six months prior written notice. In such a case, the programme(s) or the activity(ies) already approved by both parties shall be allowed to be completed under the conditions of this GMOU and/or subsequent SMOU.

The termination referred to above shall be effective automatically without it being necessary to accomplish any other judicial or extra-judicial formalities, and is without

prejudice to any damages that either party is entitled to claim due to a breach or failure to perform.

The provisions of this GMOU relating to liability, intellectual property rights, publications and royalties shall survive the term or termination of this GMOU to the extent needed to enable the parties to pursue the rights and remedies provided for herein.

12.3 This GMOU shall be governed by the laws of Thailand.

12.4. All disputes arising out of the interpretation or the implementation of this GMOU shall be settled through amicable negotiations between the parties in keeping with the spirit of this GMOU.

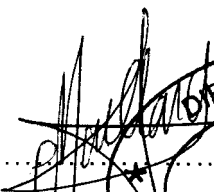
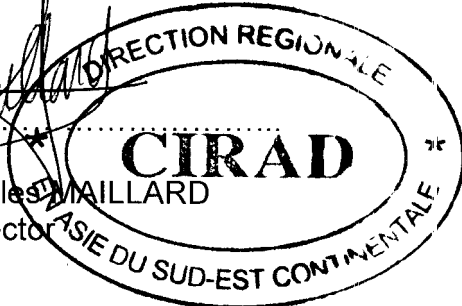
In case of an amicable settlement is not reached within sixty (60) days of such dispute, controversy or claim having been notified by one Party to the other in writing, the matter shall be referred to the competent courts.

**IN CONFIRMATION OF** their mutual aspirations, the undersigned have hereby signed this Principal Memorandum of Understanding.

Signed in Hat Yai, Songkhla, on November 21<sup>st</sup>, 2012, in two (2) copies, in the English language.

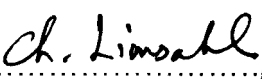
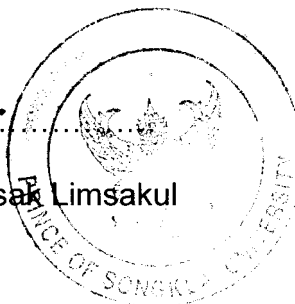
**For and on behalf of:**

**Centre de Coopération Internationale  
en Recherche Agronomique pour le  
Développement (CIRAD)**

  
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Dr. Jean-Charles MAILLARD  
Regional Director

**For and on behalf of:**

**Prince of Songkla University  
(PSU)**

  
.....  
  
Assoc. Prof. Dr. Chusak Limsakul  
President