# MEMORANDUM OF UNDERSTANDING BETWEEN THE

Ası̃a-Pacific Association of Agricultural Research Institutions (APAARI) FAO Regional Office for Asia and the Pacific Maliwan Mansion, 39 Phra Atit Road, Bangkok 10200, Thailand

and

Asian Institute of Technology (AIT)
P. O. Box 4, Klong Luang, Pathumthani 12120, Thailand

#### for strengthening

## Asia-Pacific Agricultural Research Information System (APARIS)

- 1. This Memorandum of Understanding (MoU) constitutes an agreement between the Asia-Pacific Association of Agricultural Research Institutions (APAARI) and Asian Institute of Technology (AIT) collectively called "the Parties", to engage in cooperative activities of common interest and mutual benefit.
- 2. AIT and APAARI mutually desire to promote application of information and communication technologies for sustainable agricultural development in the region.
  - a. believe that this collaboration is beneficial to achieving their overall programs and useful in helping to meet their stated goals;
  - b. have already established collaborative linkages with other international and non-governmental organizations, international research centers and centers of higher learning and research throughout the world;
  - c. desire to increase their existing knowledge base; and
  - d. wish to develop mutually beneficial processes of cooperation and exchange.

#### **Objectives**

- 3. This MoU is intended to facilitate further development of the Asia-Pacific Agricultural Research Information System (APARIS), an APAARI initiative. Both parties agree to the following:
  - a. to facilitate greater adoption of ICTs in agricultural research in the Asia-Pacific region;
  - b. to share resources, as well as responsibility for management of joint programs and projects;
  - c. to organize activities of mutual interest including conferences, workshops and training courses in fulfillment of their missions;
  - d. to publish the results of research and collaborative work by the staff from both parties; and
  - e. to facilitate training in related areas at AIT Extension.

## Funding of Projects and Activities

- 4. Both the Parties specifically acknowledge that this MOU does not entail any funding obligation, nor does it constitute a legally binding commitment by any Party. It is understood that:
  - a. Either party may decide to provide financial or in-kind support to individual activities on a case-by-case basis;
  - b. Both parties will jointly and separately seek funding from third parties to support activities to be carried out under this MoU;
  - c. Both parties agree to assist one another with applications to funding sources for financial support of this cooperation and exchange; and
  - d. Implementation of specific collaborative programs will depend upon the availability of funds.

### Implementation

- 5. To achieve the purposes of this MOU, the Parties, individually and subject to the availability of funds, will jointly cooperate on technical assistance and exchange of expertise. The parties agree:
  - a. That joint projects pursuant to the aforementioned objectives shall be implemented through specific Letters of Agreement supplemental to this MoU.
  - b. Subject to funding being available, to provide the staff support and institutional services and materials necessary to implement and achieve the objectives of each cooperative project agreement supplemental to this MoU.
  - c. Mutual exchange of information and data on specific sectorial activities.

## **Administration and Operation**

- 6. a. APAARI agrees to provide platform for APARIS steering committee meeting along with its assembly meetings. APAARI and AIT by AIT Extension will jointly approach potential donors for providing support to APARIS and its activities.
- b. AIT by AIT Extension shall agree to provide technical support for APARIS and various capacity building programs undertaken for further development of this initiative. AIT by AIT Extension also agrees to provide training facilities and technical support for regional, sub-regional and national capacity development programs of APARIS at special subsidized rates.

## **Intellectual Property Rights**

7. Both parties recognize the importance of intellectual property as an integral component of this collaboration. Hence, both parties jointly reserve any and all Intellectual Property Rights, without limitation discovered or produced as a result of the cooperation related to this MoU. APAARI and AIT by AIT Extension will make available the results of this collaborative activity through the most

appropriate mechanisms. No information or invention developed as a result of this cooperation will be protected through any form of statutory or non-statutory intellectual property right mechanism.

#### Duration

8. The MoU shall be in effect for three years, commencing on the date of the last signature affixed to this document. It may be amended, with the approval of both parties, by means of exchange of letters through the authorized officials at each institution.

Either party may propose to the other up to 6 (six) months prior to the expiration date to renew this MOU. This MOU may be extended by mutual agreement through an exchange of letters between the parties to this MOU. Proposals to extend the term of this MOU will be communicated not less than three (3) months prior to the present expiration date. Each agreed renewal period will be for a period of 12 (twelve) calendar months.

#### **Termination**

9. Either party may terminate the MoU by giving written notice of the intent to terminate the MoU. Such termination shall not affect the execution and conclusion of specific activities in effect under terms of this MoU, nor publication and dissemination of results of research in progress. Insofar as possible, such notice will be given three months in advance of the desired termination date.

IN WITNESS WHEREOF, the undersigned Parties have agreed and executed this document.

Asia-Pacific Association of Agricultural Research Institutions

Asian Institute of Technology

Dr. R. S. Paroda
Executive Secretary

Date: 1st December, 2004

Prof. Gajendra Singh Dean, AIT Extension

Date: 1st December 2004