

LETTER OF AGREEMENT

On

Development of comprehensive rice cultivation technologies that reduce greenhouse gas emissions in Asia (a research subject in MAFF's Strategic Project-research Promotion Project "Development of greenhouse gas reduction technologies in the agricultural sector through international collaboration")

Between

National Agriculture and Food Research Organization (NARO)

And

Indonesian Agricultural Environment Research Institute (IAERI)

This LETTER OF AGREEMENT (hereinafter referred to as the "Agreement") made and entered into effective as of the date of November 16, 2018 (hereinafter referred to as the "Effective Date"), is by and between "National Agriculture and Food Research Organization" (hereinafter referred to as "NARO"), a Japanese national institute organized and existing under the laws of Japan, having its principal place of business at 3-1-1 Kannondai, Tsukuba, Ibaraki 305-8517, Japan, and "Indonesian Agricultural Environment Research Institute", an Indonesian national institute organized and existing under the laws of the Republic of Indonesia, having its principal place of business at JL. Raya Jakenan - Jaken, Km. 05, Pati, Jawa Tengah 59182, Indonesia (hereinafter referred to as "IAERI"), each being hereinafter referred to individually as a "Party" and collectively as the "Parties".

The Parties agree as follows;

Article 1 Definitions

For purposes of this Agreement, in addition to the terms defined elsewhere herein, the following capitalized terms shall have the meanings as set forth below:

- 1.1 "Fiscal Year" shall mean an accounting period of one (1) year of April 1 through March 31 next year.
- 1.2 "Background IP" shall mean any IP, except the Foreground IP, generated and developed independently from the Research prior to the Effective Date or during the Term hereof and solely owned or controlled by either Party or the Other Institute.
- 1.3 "Confidential Information" shall mean any and all Information and Research Material per se disclosed or provided hereunder by a Party (herein referred to as the "Disclosing Party") at its sole discretion to the other Party (herein referred to as the "Receiving Party") in connection herewith in oral, written, visual, graphic, photographic, electronic, magnetic form or any other form, clearly and distinguishably marked or designated as "Confidential", or, if disclosed in oral, visual or other intangible form, confirmed in written summary form clearly marked as "Confidential" and transmitted by the Disclosing Party to the Receiving Party within thirty (30) days of its disclosure.



Notwithstanding the foregoing, the Information or the Research Material concerned shall not be construed herein as the Confidential Information to the extent it is proved in writing by clear and convincing evidence that it:

- (a) is public knowledge at the time of its disclosure or provision by the Disclosing Party;
- (b) has become public knowledge without the breach hereof and beyond the liability of the Receiving Party after its disclosure or provision by the Disclosing Party;
- (c) is lawfully made available to the Receiving Party by a Third Party legally entitled thereto without any duty of confidentiality;
- (d) has been independently developed or discovered by the Receiving Party without using or relying on the Confidential Information of the Disclosing Party; or
- (e) is disclosed by the judicial or governmental authorities or other lawfully authorized entities.

Except as otherwise provided herein or agreed by and between the Parties, this Agreement per se shall be construed herein as the Confidential Information of both Parties.

- 1.4 "Foreground IP" shall mean the IP, including the Modified Research Material, conceived, invented, created, discovered, established, collected, acquired, constructed, generated, developed or reduced to practice hereunder solely by the Parties and/or the other Institutes Parties, or implemented by the Parties as a tangible or intangible work product in the course of implementing the research hereunder.
- 1.5 "Information" shall mean any proprietary information such as technical, scientific, business and financial information, including, but not limited to, trade secret, sequence, gene sequence, amino acid sequence, structure, protein structure, composition, formula, pattern, characteristics, expression, compilation, data, design, drawing, description, system, program, software program, software defined network (SDN), plan, protocol, report, tactic, strategy, process, method, formulation, knowledge, know-how, technique, skill, experience, advice, idea, improvement, results, research results, development, invention and discovery.
- 1.6 "IP" shall mean any intellectual property and intellectual property rights thereto including, but not limited to, patent, utility model, trademark, variety, plant variety, design, works, the Information, the Research Material, patent right, utility model right, trademark right, breeder's right, plant breeder's right, design right and copyright, regardless of whether or not worth protecting, patentable, patented, registerable or registered in any other way, wherein the patent shall mean any patent and patent application including, but not limited to, the divisional, continuation, continuation-in-part, substitution, addition, extension, renewal, reissue, revalidation and reexamination thereof.
- 1.7 "This Grant Research" shall mean a research implemented by the Parties and the Other Institutes hereunder as set forth in Article 3 hereof, and the Grant Research shall be conducted by the consortium for the commissioned project under the Contract Research Agreement (hereinafter referred to as the "MIRSA-3 Research Group"), wherein NARO is a representative research institute thereof.
- 1.8 "MAFF" shall mean "Ministry of Agriculture, Forestry and Fisheries", a Japanese ministry and a competent authority of NARO.
- 1.9 "Modified Research Material" shall mean any Research Material, excluding the Unmodified Research Material, modified or derived from the Original Research Material hereunder.
- 1.10 "Original Research Material" shall mean an original Research Material provided hereunder by a Party to the other Party, including the original Research Material contained or incorporated in the Modified Research Material. ST

- 1.11 "NIAES" shall mean "Institute for Agro-Environmental Sciences", an inner institute of NARO and shall execute this Grant Research under this Agreement. "JIRCAS" shall mean "Japan International Research Center for Agricultural Sciences", a Japanese national institute organized and existing under the laws of Japan, having its principal place of business as 1-1 Ohwashi, Tsukuba, Ibaraki 305-8686, Japan; "IRRI" shall mean "International Rice Research Institute", a non-profit autonomous international organization recognized by the Republic of the Philippines, having its headquarters at University of the Philippines Los Baños Campus, Los Baños, 4031 Laguna, Republic of the Philippines; "HUAF" shall mean "University of Agriculture and Forestry, Hue University", a Vietnamese national institute organized and existing under the laws of Vietnam, having its principal place of business at 102 Phung Hung street, Hue City, Vietnam; and "PhilRice" shall mean "Philippine Rice Research Institute", a Philippine national institute organized and existing under the laws of the Republic of the Philippines, having its principal place of business at Maligaya, Science City of Muñoz, 3119 Nueva Ecija, Philippines; each being herein referred to individually as an "Other Institute" and collectively as the "Other Institutes". NARO shall execute an agreement separately on the same effective date under the same terms and conditions of this Agreement with each of the Other Institutes, and shall perform the Grant Research hereunder with IAERI and the Other Institutes. IAERI shall perform the Grant Research with the Other Institutes under the same terms and conditions as those herein.
- 1.12 "Project Management Team" shall mean a team comprising the representatives of NARO, JIRCAS, IRRI, HUAF, PhilRice and IAERI (one or more than one individual from each institute) for discussing the issues on the Research Plan, Research Objectives, Research Tasks and Research Management as set forth in Article 3 hereof, Deliverables, Outcomes, Outputs and Activities relevant to the Grant Research, Background IP needed for implementing the Grant Research, expected Foreground IP, as well as Freedom To Operate (FTO) and Ownership on Foreground IP, and any other issues relevant to the Grant Research, including, but not limited to, the issues on the management of the patent applications and the publication of the Foreground IP and the results of the Grant Research.
- 1.13 "Research Facilities" shall mean the research facilities, equipment, tools, samples, materials and the like, which are useful for implementing the Grant Research.
- 1.14 "Research Material" shall mean any tangible material or substance for research and experiment including, but not limited to, raw material, building material, sample, prototype, product, compound, reagent, strain, organism, microorganism, microbe, virus, bacteria, pathogen, antigen, antibody, insect, animal, plant, seed, spore, stem, root, seedling, stock, nursery stock, rootstock, scion, organ, tissue, cell, amino acid, protein, carbohydrate, lipid, gene, vector, plasmid, DNA and RNA.
- 1.15 "Research Plan" shall mean the plan for implementing the Grant Research hereunder as set forth in Article 3 hereof.
- 1.16 "Third Party" shall mean a party, entity or individual other than the Parties and the Other Institutes hereto.
- 1.17 "Contract Research Agreement" shall mean the agreement entered into in every Fiscal Year between NARO, as the representative of the consortium (MIRSA-3 Research Group) of the commissioned project thereunder, and MAFF with regard to the research grant as set forth in Article 2 hereof.

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- 1.18 “Unmodified Research Material” shall mean a duplicate of the Original Research Material and a material or substance expressing substantially the same function of the Original Research Material.

Article 2 Research Grant

- 2.1 The Parties shall acknowledge and agree that: (a) the Research is funded by the research grant of MAFF for “Strategic International Collaborative Contract Research Program (strategic promotion of the research project in FY 2018: Development of greenhouse gas reduction technologies in the agricultural sector through international collaboration)” (hereinafter referred to as the “Research Grant”); (b) the Parties shall participate in the consortium of the commissioned project under the Contract Research Agreement as the members of the research group thereof for implementing the Research hereunder; (c) the Parties shall be entitled to solely or own Foreground IP subject to mutual written agreement among the Parties and Other Institutes; and (d) the Research Grant, the Foreground IP and the Research shall be governed and controlled by MAFF as set forth herein, and in full compliance with “CGIAR Principles on the Management of Intellectual Assets” (<https://cgspace.cgiar.org/bitstream/handle/10947/4486/CGIAR%20IA%20Principles.pdf?sequence=5>) within the scope and extent approved by MAFF.
- 2.2 The Research Grant shall be funded to the Parties and the Other Institutes under the direction of MAFF for the following costs and expenses incurred by the Parties and the Other Institutes for implementing the Research hereunder: (a) the direct costs and expenses including, but not limited to, the costs and expenses for personnel, experimental research and traveling; (b) the general administrative expenses; and (c) the taxes thereon.
- 2.3 After the conclusion of the Contract Research Agreement in every Fiscal Year, NARO shall notify IAERI and the Other Institutes of the limit of the Research Grant. IAERI shall submit to NARO an implementation plan without delay after such notification.
- 2.4 The Research Grant to IAERI shall be funded within thirty (30) days of acceptance by NARO of the invoice designated by NARO from IAERI after the submission of the completion statement and performance report on the Research from IAERI to NARO as defined in the Article 2.5 and the settlement of the cost to be reimbursed. Notwithstanding the foregoing, NARO may pay, at the request of IAERI, a provisional amount to compensate for the cost to the extent acknowledged by NARO.
- 2.5 At the end of every Fiscal Year or any time during the term of the Agreement as set forth in Article 14.1 hereof, IAERI shall submit, by the last week day of March or within sixty (60) days after receipt of the notice from NARO respectively under its direction without delay, the completion statement and performance report on the Research. Upon receipt of the completion statement and performance report submitted by IAERI, NARO shall determine whether or not the service provided by IAERI hereunder are satisfied with the terms and conditions hereof. If necessary, NARO shall require IAERI to submit other related documents or undertake a site inspection. The information submitted by IAERI to NARO shall be audited by MAFF for considering the amount of the Research Grant to be funded to NARO and for reviewing whether or not there is any unauthorized receipt or use of the Research Grant.
- 2.6 The Parties shall acknowledge and agree that: (a) MAFF may conduct its on-site inspection at its discretion during the business hours of the Parties and audit any suspicion of unauthorized receipt or use of the Research Grant; and (b) the Parties shall pay back the Research Grant to MAFF under its

direction in whole or in part, if any evidence of unauthorized receipt or use thereof has been confirmed by MAFF.

Article 3 Management of Research Implementation

The Parties shall perform and manage with Other Institutes to implement the Research as set forth below:

<Research Title>

Development of comprehensive rice cultivation technologies that reduce greenhouse gas emissions in Asia (a research subject in MAFF's Strategic Project-research Promotion Project "Development of greenhouse gas reduction technologies in the agricultural sector through international collaboration")

<Research Objectives>

- (a) To develop rice cultivation technologies that realize both yield maintenance and greenhouse gas (GHG) emission reduction in three Asian countries (Philippines, Vietnam and Indonesia), (b) to clarify the mechanism of increase and decrease in the storage amount of soil carbon and nitrogen of two paddy fields under the long-term experimental conditions in the Philippines, (c) to estimate GHG emissions using the DNDC-Rice model, and (d) to estimate the future amount of soil carbon and nitrogen using the RothC model. These are accomplished through the following studies:
- (i) Evaluation of GHG emission reduction technologies on the basis of field observation;
 - (ii) Evaluation of the storage amount and dynamics of soil carbon and nitrogen; and
 - (iii) Long-term estimation of GHG emission reduction effects using mathematical models

<Research Plan and Tasks>

The Project Management Team shall discuss and prepare the Research Plan based on the following tasks of NIAES, IAERI, and the Other Institutes in order to achieve the research objectives as mentioned above:

NIAES: Field observation support and integrated analysis of observed results, evaluation of the storage amount and dynamics of soil carbon and nitrogen, and long-term estimation of GHG emission reduction effects using mathematical model;

JIRCAS: Field observation support and integrated analysis of observed results;

IRRI: Implementation of field observations of GHG emissions from paddy fields and rice growth in the Philippines, support for evaluation of the storage amount and dynamics of soil carbon and nitrogen, and support for long-term estimation of GHG emission reduction effects using mathematical models;

HUAF: Implementation of field observations of GHG emissions from paddy fields and rice growth in Vietnam;

PhilRice: Support for evaluation of the storage amount and dynamics of soil carbon and nitrogen; and

IAERI: Implementation of field observations of GHG emissions from paddy fields and rice growth in Indonesia.

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<Research Management>

The Parties shall establish a Project Management Team with the Other Institutes to discuss all relevant aspects of the performance in the Research. The members of the Project Management Team as of the Effective Date shall be the Participant Researchers as listed in Article 5.3 hereof. All decisions by the Project Management Team shall be taken unanimously and the presence of one (1) representative from each institute, assigned by each of the Parties and the Other Institutes shall constitute a quorum.

Article 4 Implementation Period

- 4.1 The implementation period of the Research (hereinafter referred to as the "Implementation Period") shall be from the Effective Date to March 31, 2023; provided that the Implementation Period shall be within a period of validity of the Research Grant, which shall be audited by MAFF ordinarily at the end of every Fiscal Year based on the progress and achievements of the Research conducted by the Parties and the Other Institutes hereunder.
- 4.2 Upon expiration of the Implementation Period or termination thereof pursuant to the termination of the Research before the expiration of the Implementation Period, the Parties and the Other Institutes shall prepare six (6) final comprehensive reports of the Research in duplicate within sixty (60) days thereof, each of the other Party and the Other Institutes retaining one (1) copy thereof respectively.

Article 5 Task Sharing for Research

- 5.1 The Research shall be implemented at the following research sites and other sites in Japan, the Republic of the Philippines, the Socialist Republic of Vietnam and the Republic of Indonesia designated and managed separately by the Parties and the Other Institutes (hereinafter collectively referred to as the "Implementation Sites").

Addresses of Implementation Sites;

NIAES: 3-1-3 Kannondai, Tsukuba, Ibaraki 305-8604, Japan

JIRCAS: 1-1 Ohwashi, Tsukuba, Ibaraki 305-8686, Japan

IRRI: Los Baños, 4031 Laguna, Philippines

HUAF: 102 Phung Hung street, Hue City, Vietnam

PhilRice: Maligaya, Science City of Muñoz, 3119 Nueva Ecija, Philippines

IAERI: JL. Raya Jakenan - Jaken, Km. 05, Pati, Jawa Tengah 59182, Indonesia

The Parties shall manage its own part of the tasks in the Research, respectively as set forth in the Article 3 hereof.

- 5.2 Each Party shall have the following persons take charge of the Research as the participant researchers therein (hereinafter referred to as the "Participant Researchers"). In the case of any addition to or replacement of the Participant Researchers, the relevant Party shall make a prior notice in writing or via email to the other Party and the Other Institutes and obtain an approval therefrom.

NIAES: Dr. Yasuhito Shirato

JIRCAS: Dr. Kazunori Minamikawa

IRRI: Dr. Olivyn Angeles

HUAF: Dr. Dang Hoa Tran

PhilRice: Mr. Wilfredo B. Collado

IAERI: Mr. Ali Pramono

- 5.3 Each Party shall bear the costs and expenses incurred thereby as set forth within the Research Grant in Article 2 for performing its own part of the tasks in the Research as set forth in Article 3 hereof.
- 5.4 The Parties shall not re-commission part or whole of the research subject to any Third Party, even for the purpose of executing this research subject, respectively as set forth in the Article 3 hereof.

Article 6 Management of Research Materials

- 6.1 Each Party may request for the transfer of the research materials (hereinafter referred to as the "Research Materials") owned by the other Party (hereinafter referred to as the "Owning Party") for the implementation of the Research, and the Owning Party may or may not provide the Research Material at its sole discretion.
- 6.2 The Research Materials shall be transferred under appropriate material transfer agreements (MTAs), if requested by the Owning Party; nevertheless even after transferring the Research Materials of the Owning Party to the requesting Party (hereinafter referred to as the "Requesting Party"), the Owning Party may retain the ownership rights thereto, to the extent of no declaration of the waiver thereof by the Owning Party in writing or via email, and such rights shall not be restricted by this Agreement.
- 6.3 Upon receipt of the Research Materials from the Owning Party, the Research Materials shall be handled, treated and managed by the Requesting Party in accordance with any applicable laws, rules and regulations, and within the extent permitted thereby. In case there are applicable laws, rules or regulations on the use, disposal and storage of the Research Materials, the necessary procedures shall be performed by the Requesting Party in accordance with such applicable laws, rules and regulations.
- 6.4 Upon receipt of the Research Materials from the Owning Party, the Requesting Party shall manage the Research Materials appropriately, shall use the Research Materials in accordance with the research objectives as set forth in the Article 3 hereof, and shall not reproduce, multiply or commercialize the Research Materials for any other objectives than such research objectives without a prior written consent of the Owning Party. In addition, any individual other than the Participant Researchers authorized under the provision of Article 5.3 hereof shall not be allowed to use the Research Materials without a prior written consent of the Owning Party.
- 6.5 The Requesting Party shall return, dispose or destruct the Research Materials as instructed by the Owning Party when no longer necessary, expiration or termination of the Implementation Period of the Research or termination of the Research as set forth in Articles 4 and 8 hereof.
- 6.6 Notwithstanding the foregoing, the Requesting Party may own continuously and use the Research Materials in accordance with the conditions separately set by the Owning Party after expiration or termination of this Agreement, if agreed by the Owning Party in writing.
- 6.7 The Requesting Party shall acknowledge that the Research Materials may be insufficient, dangerous, defective or inadequate for a specified purpose, and shall be responsible for any loss and damage that may be incurred due to the use thereof by the Requesting Party. ✍

Article 7 Dispatch of Participant Researchers

- 7.1 Each Party may dispatch its own Participant Researchers to any Implementation Sites of the other Party and the Other Institutes (hereinafter collectively referred to as the "Managing Parties") where such Participant Researchers may use the Research Facilities managed by the Managing Parties free of charge to perform the Research hereunder.
- 7.2 The Party dispatching its Participant Researchers (hereinafter referred to as the "Dispatching Party") shall take necessary measures to ensure that its Participant Researchers comply with any applicable rules and regulations of the Managing Parties.
- 7.3 The Parties may or may not approve at their own discretion a request from any of the other Party and the Other Institutes as the Dispatching Party to bring any transferable Research Facilities owned thereby to the Implementation Sites of the Managing Parties.
- 7.4 The Dispatching Party shall take necessary measures to ensure that its Participant Researchers, who use the Research Facilities owned by the Managing Parties, comply with the instructions and directions of the Managing Parties as well as the applicable rules and regulations thereof. The Dispatching Party shall cooperate with the Managing Parties in coping with and investigating if any of its Participant Researchers has had an accident or suffered a disaster at the Implementation Sites of the Managing Parties.
- 7.5 The Dispatching Party shall take necessary measures to ensure that its Participant Researchers use and manage the Research Facilities provided by the Managing Parties with due care of a prudent manager during the implementation period of the Research at the Implementation Sites of the Managing Parties.
- 7.6 Each Party shall be entitled to demand compensation from the other Party for any loss or damage of its Research Facilities, which are controlled by the Party at its own Implementation Sites or are brought to the Implementation Sites of the other Party, resulting from the misconduct or negligence of the Participant Researchers of the other Party.

Article 8 Suspension and Termination of Research

In the case where a Party has difficulty in continuing to perform the Research due to the lack of the Research Grant or the force majeure such as natural disasters or any other inevitable reason, the Parties may suspend or terminate the Research, or may amend the provisions in whole or in part of this Agreement through due consultation with the Other Institutes. In these cases, the Party having difficulty in continuing to perform the Research shall not be liable to compensate the other Party and the Other Institutes for any loss or damage incurred thereby due to such suspension or termination of the Research, or the amendment of the provisions hereof.

Article 9 Patent Application

- 9.1 The Parties shall immediately submit the confirmationsheet designated by NARO to MAFF for the declaration of the compliance with the terms and conditions hereunder after this Agreement is concluded. If the Parties fail to submit the pledge sheet, the intellectual property rights related to the Foreground IP (hereinafter referred to as the "Intellectual Property Rights") are attributed to MAFF.

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9.2 When, as the Foreground IP, the Participant Researchers of a Party have made invention solely or work with the other Party and/or the Other Institutes, such Party shall discuss with the other Party and the Other Institutes and decide the relevant issues such as the share ratio thereof and protection thereof by the patent application thereof or as the technical know-how thereof based on the report from the Project Management Team. In the case that the Parties and the Other Institutes file a patent application of the Foreground IP, the applicants thereof shall perform the necessary procedures after they conclude an application agreement that specifies the share ratio of each applicant and other necessary items.

Article 10 Intellectual Properties

10.1 The ownership and the share ratio of the Foreground IP shall be discussed and decided by the Parties and the Other Institutes based on the technical contribution of each of the Parties and the Other Institutes thereto by taking account of the report from the Project Management Team. Each Party shall list down its Background IP contributed in the Grant Research hereunder, in order to determine their intellectual and technical contribution to the Foreground IP.

10.2 The Parties shall ascertain the following manners and obligations of each Party to the Foreground IP pursuant to the provision of Article 2 hereof:

- (a) NARO shall report to MAFF the information on the filing application of the Foreground IP for the acquisition of the intellectual property rights thereto, if any, and IAERI shall cooperate with NARO for such report;
- (b) Upon request of MAFF, the Parties shall grant MAFF a non-exclusive license free of charge to execute any and all intellectual property rights related to the Foreground IP in Japan only for the public benefit and needs;
- (c) Upon request of MAFF, the Parties shall grant a Third Party a non-exclusive worldwide license to execute the Intellectual Property Rights; provided that the Intellectual Property Rights have not been used for considerable period of time by the Parties and Other Institutes without any reasonable grounds;
- (d) The Parties shall obtain prior consent of MAFF for transferring the Intellectual Property Rights to a Third Party or for granting a Third Party an exclusive license to execute the Intellectual Property Rights or a restrictive exclusive license retaining the title of the Parties or the Other Institutes to execute the Intellectual Property Rights; and
- (e) The Parties shall obtain prior consent of MAFF for executing outside Japan the Intellectual Property Rights thereby or by the licensee of the Parties.

10.3 The Parties may continue to use the Intellectual Properties free of charge for the non-profit purpose of research and education for an indefinite period of time after expiration or termination of this Agreement.

Article 11 Public Disclosure

11.1 Each Party, if it intends to publicly disclose the Foreground IP, shall make a prior notice in writing or via email with the relevant information to the other Party and the Other Institutes sixty (60) days prior to the public disclosure of the Foreground IP, and upon agreed thereby in writing or via email, or when thirty (30) days have passed after receipt of such notice by the other Party and the Other Institutes, such Party may publicly disclose the Foreground IP solely or work with the other Party and/or the Other Institutes: provided, however, that the disclosing Party shall delay or withhold such disclosure, if any one of the other Party and the Other Institutes has made a request to the disclosing

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Party not to make the relevant disclosure by a notice stipulating any reasonable grounds in writing or via email.

- 11.2 In case of delaying or withholding the disclosure of the Foreground IP, the Party intending the public disclosure thereof shall discuss with the other Party and the Other Institutes on the modifications of the contents of the public disclosure, filing applications for the protection thereof as the Intellectual Property Rights thereto, or protection as the know-how thereof.
- 11.3 When each Party intends to publicly disclose the Foreground IP solely or work with the other Party and/or the Other Institutes pursuant to the provision of Article 11.1 hereof, the intending Party shall be entitled to determine the contents and timing thereof through consultation therewith.

Article 12 Confidentiality

- 12.1 The Receiving Party shall use the Confidential Information of the Disclosing Party within the scope approved thereby and hold the Confidential Information in strict confidence with the duty of diligence and shall not disclose or provide the Confidential Information in any manner whatsoever, in whole or in part, to any Third Party without a prior written consent of the Disclosing Party.
- 12.2 For the avoidance of doubt, the Receiving Party may disclose or provide any Confidential Information to their legal advisors and agents, attorneys and patent attorneys, who are in need of access thereto for the implementation hereof ; provided that the Receiving Party shall ensure that they shall be bound by the confidentiality obligations which are no less strict than the terms and conditions as set forth herein.
- 12.3 Upon request, direction, order, coercion or enforcement by any judicial or governmental authorities or other lawfully authorized entities to disclose or provide the Confidential Information of the Disclosing Party, the Receiving Party shall provide the Disclosing Party with reasonably prompt notice thereof in writing or via email and discuss the issues concerned with the Disclosing Party so that the Disclosing Party may seek a protective order or any other appropriate remedy.
- 12.4 Notwithstanding the foregoing, NARO may disclose or provide any Information relevant to this Agreement and the Collaborative Research Project, including, but not limited to, the Confidential Information disclosed or provided by IAERI hereunder, to MAFF without prior notice to and consent of IAERI; provided that the terms and conditions no less stringent than those of confidentiality obligation as set forth herein shall be maintained with MAFF.
- 12.5 Unless the ownership of right, title and interest in or to the Confidential Information of the Disclosing Party is waived in writing by the Disclosing Party, such ownership shall reside in the Disclosing Party even after receipt of the Confidential Information by the Receiving Party and the ownership shall not be restricted hereby.
- 12.6 Upon expiration or termination of this Agreement, the Receiving Party shall dispose, destroy or return as requested or instructed by the Disclosing Party, at its own costs and expenses, any and all Confidential Information of the Disclosing Party in its possession or control together with the copies, duplicates, excerpts or abstracts thereof, including, but not limited to, the written documents, computer archive files, electromagnetic recording media or any other materials or media containing the intangible Confidential Information of the Disclosing Party, if any. If disposed or destroyed, the Receiving Party shall submit without delay the certification thereof to the Disclosing Party in writing

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or via email as requested or instructed by the Disclosing Party and receive the acknowledgement thereof from the Disclosing Party.

12.7 Notwithstanding the foregoing, the Receiving Party may retain one (1) copy of the Confidential Information of the Disclosing Party as a legal record thereof without consent of the Disclosing Party after expiration or termination hereof, and, if agreed in writing by the Disclosing Party, the Receiving Party may continue to possess and use such Confidential Information within the scope approved by the Disclosing Party.

Article 13 Indemnification and Liability

13.1 Each Party shall indemnify and hold harmless the other Party for any and all liability, damages and costs attributable to the negligent acts or omissions of the indemnifying Party while acting in furtherance of the Research hereunder.

13.2 Each Party shall be responsible for any act by its Participant Researchers hereunder and the results arising therefrom including, but not limited to, the personal injury and property damage and loss of the other Party.

Article 14 Effective Term

14.1 The term of this Agreement, unless sooner terminated or extended pursuant to the following provision of Article 14.2 hereof, shall be from the Effective Date to the date of September 30, 2023.

14.2 Each Party may terminate this Agreement by a written notice for termination thereof to the other Party and the Other Institutes no later than three (3) months prior to the expiration of this Agreement and extend the term of this Agreement by a written agreement between the Parties and the Other Institutes; nevertheless when this Agreement is extended, the Research Grant as defined Article 2.1(a) hereof shall not be guaranteed.

14.3 Notwithstanding the expiration or termination hereof, the provisions of Articles 2, 4.1, 4.2, 6.2, 6.5, 7.4, 7.6, 9 to 12, 15 and 16 hereof shall survive the expiration or termination hereof until agreed by and between the Parties in writing for the termination thereof, and the provisions of Articles 6.7 and 13 hereof for an indefinite period.

Article 15. Dispute Resolution, Governing Law, and Jurisdiction

15.1 Any disputes, controversies, claims or differences (hereinafter referred to as the "Disputes") which may arise between the Parties, out of or in relation to, or in connection with this Agreement shall be discussed in good faith by the Parties, and a settlement between the Parties shall be sought before resorting to arbitration.

15.2 Upon failure of discussion between the Parties and except as otherwise prohibited by law, such Disputes shall be finally settled by arbitration in accordance with the applicable rules and regulations of the International Chamber of Commerce, and the award rendered by the arbitrators shall be final and binding upon the Parties. The arbitration tribunal shall be constituted in the cities where the defendants reside.



- 15.3 NARO expressly recognizes the status of IRRI as an international organization, which is granted privileges and immunities by the Government of the Republic of the Philippines and under the general and customary international law within the scope and extent granted thereby.
- 15.4 This Agreement shall be governed by and construed in accord with the laws of the countries of the defendant Parties in which such arbitration proceedings are brought, without reference to conflict of laws principles.

Article 16 Consultation

If matters not set forth herein emerge, or any doubts about the implementation of this Agreement arise, the Parties shall discuss and strive to solve such matters amicably and in good faith through mutual consultations.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

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Atsuro MATSUDA, Ph.D.
Vice-President
National Agriculture and
Food Research Organization

Date: November 27, 2018

Place for
signature: Tsukuba, Japan

Mas Teddy SUTRIADI
Head
Indonesian Agricultural Environment
Research Institute

Date: November 16, 2018

Place for
signature: 

