



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF AGRICULTURAL
DEVELOPMENT OF THE REPUBLIC OF PANAMA
AND
SOUTH CHINA AGRICULTURAL UNIVERSITY
CHINA
ON
AGRICULTURAL RESEARCH
COOPERATION



The Memorandum of Understanding, hereinafter referred to as "MOU", is made between the Ministry of Agricultural Development of The Republic of Panama (hereinafter referred to as "MIDA") and the South China Agricultural University (hereinafter referred to as "SCAU"), hereinafter referred to jointly as the **Participants** " and individually as the **Participant!**"

CONSIDERING their common interests in promoting cooperation in the field of agriculture-based technology, environmental protection, natural resource management and sustainable development,

BELIEVING that the close cooperation between policy makers and researchers will create a positive synergy and ultimately promote evidence-based, sound policy making, to foster the sustainable ways of life and development in The Republic of Panama and the People's Republic of China,

DESIRING to develop policies and strategies to promote and to contribute to the sustainable development and others,

NOW THEREFORE, the Participants reached the following understanding.

**PARAGRAPH 1:
PURPOSE**

The purpose of this MOU is to develop and promote intellectual dialogues and research cooperation between the Participants, especially in scientific research in the field of agriculture-based technology, environmental protection, natural resource management and sustainable development.

**PARAGRAPH 2:
SCOPE OF APPLICATION**

The Participants will endeavor to support and facilitate the implementation of joint research and development programs, taking into consideration especially the potential, necessities, and availability of budget and human resources of the Participants.

**PARAGRAPH 3:
AREAS OF COOPERATION**

The Participants propose to cooperate in the following prioritized fields, among others:

- a. Crop production;
- b. Agricultural technology;
- c. Livestock and poultry;
- d. Bio-diversity conservation;
- e. Education and Training;
- f. Other related areas of interest that are requested, and mutually agreed upon by the Participants.

The areas of cooperation arranged by the Participants are intended to promote specific projects and activities that will be governed by specific execution agreements. In these MOU, objectives, goals, schedules, inputs and activities, products, results and services will be established in detail that will seek contributions, rights and duties of the Participants.

**PARAGRAPH 4:
COOPERATION ACTIVITIES**

Cooperation activities under this MOU may include, but are not limited to, the followings:

- a. Join research to improve agricultural performance.
- b. Training and capacity building as deemed necessary to support the implementation.
- c. Joint organization of technical seminars, workshops, and meetings.
- d. Joint research proposal for funding application to strengthen research capacity and international collaboration and
- e. Any other forms of cooperation that may be jointly decided upon by the Participants.

**PARAGRAPH 5:
IMPLEMENTATION AND FINANCE**

The Participants will make their best efforts to promote the joint implementation of research cooperation projects in the fields as stated in Paragraph 3 and Paragraph 4. MIDA will identify local technical partners for further agricultural research cooperation.

**PARAGRAPH 6:
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

The protection of intellectual property rights shall be enforced in conformity with the national laws, rules, and regulations and with other international agreements which are applicable to the Participants.

The use of the name, logo, and/or official emblem of any of the Participants on any publication, document and/or paper is prohibited without the prior written approval of the other Participant.

Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out

- a. Jointly by the Participants or research results obtained through the joint activity effort of the Participants, shall be jointly owned by the Participants in accordance with the terms to be mutually agreed upon; and
- b. Solely and separately by the Participant or the research results obtained through the sole and separate effort of the Participant, shall be solely owned by the Participant concerned.

**PARAGRAPH 7:
RIGHTS AND OBLIGATIONS**

Nothing in this MOU will affect the rights and obligations of the Participants, deriving from any treaties, conventions, or regional or international agreements related to the protection of the environment, to which they are Participants.

The cooperation activities under this MOU will be carried out in accordance with the existing laws and regulations of The Republic of Panama and the People's Republic of China.

**PARAGRAPH 8:
DISPUTE RESOLUTION**

Any differences arising from the interpretation or implementation of this MOU will be resolved amicably through consultations between the Participants.

**PARAGRAPH 9:
CONFIDENTIALITY**

The Participants shall maintain confidentiality of information and data related to the research and cooperation activities regarded by a Participant as sensitive or confidential, be it trade secrets or personal data. It shall not be disclosed without the other Participant's prior written approval.

**PARAGRAPH 10:
NON-ENFORCEABILITY CLAUSE**

Notwithstanding Paragraph 9, this MOU is a non-binding statement of the Participants mutual understanding of their proposed cooperation projects and activities. The MOU is not intended to create any legally enforceable rights or obligation in respect of either Participant.

**PARAGRAPH 11:
SUSPENSION**

Each Participant reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MOU which suspension shall take effect immediately after formal written notification has been given to the other Participant.

**PARAGRAPH 12:
ENTRY INTO EFFECT, DURATION, AMENDMENT AND TERMINATION**

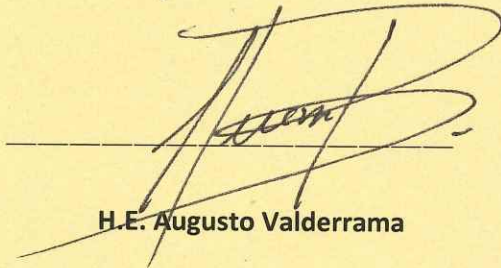
This MOU will come into effect on the date of the final signature by the Participants and will remain in force for an initial period of five (5) years. Thereafter, the Participants will discuss about the extension of this MOU when it expires. Either Participant may terminate this MOU by giving a written notice to the other Participant of its intention to terminate this MOU at least three (3) months prior to the date of the intended termination.

The termination of this MOU, however, will not affect the validity of any on-going project or activity, unless otherwise jointly decided by the Participants.

This MOU may be amended by mutual written consent of the Participants.

For and on behalf of

Ministry of Agricultural Development of
the Republic of Panama

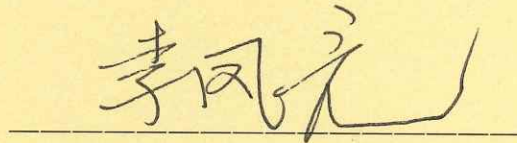


H.E. Augusto Valderrama

Minister

For and on behalf of

South China Agricultural University



Prof. Li Fengliang

Chairman

Date: 2023. 9. 13

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