

MEMORANDUM OF UNDERSTANDING
BETWEEN
ラオス側実施機関
AND
日本側実施団体
ON
JAPANESE TECHNICAL COOPERATION
UNDER
JICA PARTNERSHIP PROGRAM
FOR
プロジェクト名

RECOGNIZING the need to promote and strengthen the friendly relations including the existing health cooperation between ラオス側実施機関 and 日本側実施団体 (hereinafter referred to individually as “the Party” and collectively as “the Parties”);

HAVE AGREED as follows:

Article I

OBJECTIVES

The Parties shall, subject to their laws, rules, regulations and national policies, strengthen, facilitate, and promote cooperation and collaboration on health matters on the basis of equality and mutual benefit. This Memorandum of Understanding (hereinafter referred to as “the MOU”) shall provide the framework for the cooperation and collaboration which shall be implemented through the Plans of Action listed in ANNEX.

Article II

AREAS OF COOPERATION

Subject to Article, the Parties shall take necessary steps to encourage, facilitate and promote cooperation and collaboration in the following areas:

Commented [A1]: 以下、記入例をご参考の上ご記入ください。

- 1) Strengthening capacity building on
- 2) Development of human resources capable of
- 3) Other areas of cooperation as may be mutually determined

Article III

TYPES OF COOPERATION

The cooperation under this MOU shall include:

- 1) Baseline survey of
- 2) Human resource development, e.g.....
- 3) Enlightenment workshops on
- 4) Other types of cooperation as may be mutually determined.

Article IV

ROLES AND RESPONSIBILITIES

The organization responsible for the execution of the MOU shall be **ラオス側実施機関** and **日本側実施団体**. **ラオス側実施機関** will take responsible for the Types of Cooperation No. 数字 and 数字 in the Article III. **日本側実施団体** will take responsible for the Types of Cooperation No. 数字 and 数字 in the Article III. The parties will take responsible for the Types of Cooperation No. 数字 and 数字 the Article III.

Article V

IMPLEMENTATION

The implementation of the areas of cooperation as specified under this MOU shall be guided by and in accordance with the Plans of Action to be mutually agreed upon by the Parties, Each Party shall be responsible for coordinating and implementing such activities and programs in its own country.

Commented [A2]: 以下、記入例をご参考の上ご記入ください。

Commented [A3]: ラオス側実施機関と日本側実施団体の責任の範囲については第3項を参照の上ご記入ください。

Article VI

FINANCIAL ARRANGEMENT

The financial arrangement to cover expenses for the cooperative activities undertaken within the framework of this MOU shall be supported by Japan International Cooperation Agency (Hereinafter referred as JICA) with a total fund of the project budget 事業費概算額 JPY. (Annex 4). However, the amount of remittance is subject to change, which depends on negotiations with JICA.

Article VII

SHARING OF RESEARCH FINDINGS

Results of jointly-conducted researches and studies relating to the areas of cooperation as specified under this MOU and the benefits arising from them shall be shared between the Parties in a fair and equitable way in accordance with the provisions to be decided by the Parties.

Article VIII

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

The intellectual property rights shall be protected in conformity with the respective national laws and regulations of the Parties and with the agreement to be concluded by the Parties.

The intellectual property rights in respect of any technological development carried out jointly by the Parties of research results through joint activities of the Parties shall be jointly owned and managed by the Parties in accordance with the provisions to be mutually agreed upon.

Notwithstanding anything contained in this Article, each Party shall own the intellectual property rights in respect of any research results, technological development, and any product and service development which were solely and separately developed by that Party.

Article IX

SUSPENSION

Each Party reserves the rights for reasons of national security, national interests, public order or public

health to suspend temporarily, either in whole or in part, the implementation of this MOU which shall take effect immediately after written notification has been given to the other Party.

Article X

REVISION, MODIFICATION AND AMENDMENT

Either Party may request in writing a revision, modification or amendment of all or any part of this MOU. Any revision, modification or amendment accepted by the Parties shall be in writing and shall form part of this MOU. Such revision or amendment shall come into effect on such date as shall be determined by the Parties. Any revision, modification or amendment shall not prejudice the benefits and commitments arising from or based on this MOU prior or up to the date of such revision, modification or amendment.

Article XI

FORCE MAJEURE

Neither party shall be liable to the other party for any delay or failure in the implementation under this MOU in the event that such delay or failure in the implementation arises from any cause beyond the reasonable control of the Parties affected (hereinafter called the "Force Majeure").

The Force Majeure shall include, but not limited to acts or orders of governmental authorities, fire, flood, typhoon, tidal wave or earthquake, war (declared or not), rebellion, riots, strike, lockout, epidemic or pandemic (e.g. Covid-19).

Article XII

CONSULTATION

The Parties shall consult upon the request of either Party regarding any matter relating to the terms of this MOU and will endeavor jointly in a spirit of cooperation and mutual trust to resolve any difficulties and misunderstandings which may arise.

Article XIII

DISPUTE SETTLEMENT

Any dispute arising out of the interpretation, application, or implementation of the Memorandum of

Understanding shall be settled amicably by consultation or negotiation between the Parties.

Article XIV

EFFECTIVE DATE, DURATION AND TERMINATION

This MOU shall be effective on the date of [日本側実施団体] making a contract with [ラオス側実施機関] and shall remain effective for a period of [プロジェクト実施年数 (算用数字)] years.

The termination of this MOU shall not affect the implementation of ongoing activities and programs which have been agreed upon by the Parties prior to the date of the termination of this MOU.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto have signed this MOU.

Done on [署名日 (date, month, year)] in duplicate in the Lao and English languages, all texts being equally authentic. In case of any divergence of interpretation or implementation, the English text shall prevail.

FOR [ラオス側実施機関]

FOR [日本側実施団体]

[役職名]

[役職名]

Signature:.....

Signature:.....

Name:.....

Name:.....

ANNEX:

1. Object of the Project
2. Human Resources for the Project
3. List of Equipment and/or Facility
4. Budget Detail of the Project

ANNEX 1

Object of the Project

Expected outcome of the project is as follows:

1:

2:

3:

Commented [A4]: 4.Project Purpose を達成するために
必要な成果をご記載ください。

1...

2...

3...

ANNEX 2:

Human Resources for the Project

a) Local Staff

The Project team will include national staff positions as follows:

- Field Coordinator – 1 person
- Field Officers – 4 Peoples (2 women, 2 men who can speak ethnic language of the project target group and be based in the project site).
- Administration and Financial officer – 1 person

b) Foreign Staff

The project will include foreign staff positions as follows:

- Long term:.....person(s)
Full name of the person, title, 6months (estimated length of the stay), 2times (estimated number of trips)
- Short term:.....person(s)
Full name of the person, title, 2weeks (estimated length of the stay), 4times (estimated number of trips)

Commented [A5]: 過去の草の根案件で人の貼り付けが追加された際、MOUに記載がないとして ID とマルチ VISA 発給に時間を要した事例があります。ID と VISA は MOU に基づいて発給されるため、構成員の箇所（専門家の氏名、業務上のポジション、想定される滞在日数、渡航回数）は詳細にご記入ください。

ANNEX 3

List of Equipment and/or Facility

No.	Name of Equipment and/or Facility	Quantity	Purpose/Usage
1			
2			

- Equipment and/or Facility used under this project will be managed by 日本側実施団体. At the end of the project, all equipment and materials listed must be handed over to ラオス側実施機関.

ANNEX 4

Budget Detail of the Project

The total project budget is 事業費概算額 JYP supported by Japan International Cooperation Agency (JICA).

Budget detail:

No.	Description	(USD)	%
I	Activities		
	Activity 1		
	Activity 2		
	Activity...		
	Total (%)		
II	Personnel		
	Local staff		
	International staff		
	International Short-Term Technical Support		
	Total (%)		
III	Vehicles and Equipment		
	Total (%)		
IV	Administration		
	Total (%)		
	Sub – total		