

【普及・実証事業】

ミニッツ（協議議事録=M / M : Minutes of Meeting） サンプル

MINUTES OF MEETING
AMONG
THE JAPAN INTERNATIONAL COOPERATION AGENCY,
相手国側実施機関,
AND
日本側提案団体
ON
VERIFICATION SURVEY WITH THE PRIVATE SECTOR FOR
DISSEMINATING JAPANESE TECHNOLOGIES
FOR
事業名

The Japan International Cooperation Agency (hereinafter referred to as "JICA") exchanged views and had a series of discussions with 相手国側実施機関 for the purpose of working out the details of activities and measures to be taken by JICA and 相手国側実施機関 concerning the Verification Survey with the Private Sector for Disseminating Japanese Technologies for 事業名 (hereinafter referred to as the "Survey"), which will be implemented together with 日本側提案団体.

As a result of the discussions, all parties concerned confirmed to implement the Survey based on the document attached hereto.

地名, 月日, 年

Mr./Ms.
Chief Representative
JICA 実施国名 Office
The Japan International Cooperation Agency

Mr./Ms.
相手国側実施機関

Mr./Ms.
日本側提案団体代表者（業務主任者）
または現地事務所代表

ATTACHED DOCUMENT

I. Outline of the Survey

1. Japanese enterprises possess technological resources in various fields that may assist in fulfilling societal needs and have a positive impact on the social welfare of a country. JICA, as the implementing agency of the Official Development Assistance of Japan, has introduced a survey program to utilize these technologies.
2. JICA's survey scheme "Verification Survey with the Private Sector for Disseminating Japanese Technologies" aims to demonstrate that Japanese technologies are highly effective in improving specific development challenges.
3. In preparation for the Survey, JICA invites proposals from Japanese enterprises. Successful proposals must indicate a workable plan to utilize proponent's technologies in order to respond to the development challenges of the developing countries selected. The proponents who have submitted successful proposals will be engaged as members of the Survey team (hereinafter referred to as the "JICA Survey Team").
4. The JICA Survey Team will conduct the Survey in cooperation with its counterpart(s) of the developing countries and prepare a final report. The final report will be handed over to the counterpart(s) for any future use, such as baseline information for implementing a similar project of their own.

II. Implementation of the Survey

1. The Survey will be implemented in accordance with the Survey Outline, which is set forth in the Annex. The actual implementation of the Survey will be implemented by **日本側提案団体** entrusted by and in collaboration with JICA. JICA will supervise the overall implementation.
2. JICA will own the products, equipment, and their incidental facilities prepared by the JICA Survey Team for the purpose of implementing the Survey (hereinafter referred to as the "Product") and reserve its ownership throughout the implementation period.
After the implementation of the Survey, based on the result, ownership of the Product will be handed over and transferred to **相手国側実施機関**.

(解説) プロジェクトの実施

1. については、JICAは当該案件の実施を提案団体と契約のうえ同団体に委託すること及び Annexに記載する事業概要に基づいて実施することを記載します。
2. については、案件実施のためJICAと提案団体との契約において調達した資機材等の取り扱い（案件実施中の所有権はJICAに帰属する等）について、記載します。

III. Measures to be taken by **相手国側実施機関**

相手国側実施機関 will take necessary measures to:

1. Cooperate with **日本側提案団体** in assuring the successful implementation of the Survey throughout the implementation period;
2. Ensure proper and effective operation and maintenance of the Product (indicated in II 2. above and II. 5. in ANNEX) which will be handed over to and transferred from JICA, after the implementation of the Survey;
3. Ensure that the Product, techniques and knowledge acquired in the Survey shall not be used for military purposes;
4. Secure land or space sufficient for the installation of the Product (indicated in II. 2. above and II. 5. in ANNEX) throughout the implementation period;
5. Nominate appropriate candidates in a timely fashion that will participate in the activities conducted in Japan; (本邦受入活動が計画されている場合のみ記載)

以下、6. 7.については、相手国政府機関との交渉次第で記載することを検討。

6. Exempt the members of the JICA Survey Team from customs duties, VAT, internal taxes and other fiscal levies which may be imposed in **相手国** with respect to the import and local purchase of products and services (including the Product) necessary for the Survey; and
7. Provide the JICA Survey Team with reasonable supports, including the following items, as requested throughout the implementation period in cooperation with other organizations concerned in **相手国** at its own expense:
 - (1) Appointment of **相手国側実施機関**'s counterpart personnel;
 - (2) Suitable office space; and
 - (3) Available data (including maps and photographs) and information related to the Survey.

(解説) 相手国側実施機関による措置

この条項では、相手国側実施機関は、案件の円滑な実施に協力すること、案件の効果的・効率的な実施のために必要な情報（事業実施に必要な資料・地図・データ等）及び治安情報を日本側提案団体及びJICAに提供することを記載します。

2. では案件実施のためにJICAと提案団体との契約において調達した資機材・施設等の取り扱い(案件終了後は相手国側実施機関に譲渡し、機材等の管理責任は相手国側実施機関が負う等)について、記載します。

3. には、相手国に譲渡する機材は軍事転用しないことを明記します。

4. は、機材の設置場所の提供が必要な場合のみ記載します。設置場所が必要ない機材については削除することも可能です。

5. は、本邦への受入活動が計画されている案件のみ記載します。同文言は、経済産業省が制定する「外国公務員贈賄防止指針」及び関連法を踏まえ、提案団体が相手国実施機関からの特定の参加者を指名するのではなく、受入活動計画に基づき相手国実施機関が参加候補者を選定することを記載します。なお、JICAと提案団体が候補者の最終選考を行います。

6. は免税手続きに関する相手国実施機関の協力を記載します。相手国実施機関との交渉の結果、特権免除の担保に係る記載が困難な場合は、以下の通り努力目標となる様記載を変更します。

(例) make efforts to support the customs procedure of tax exemptions

また、上記努力目標の記載も困難、協議に時間を要する際には本項目の削除も可能とします。
7. では、その他日本側提案者より便宜供与の依頼（例：執務室の準備等）がある場合に記載します。

IV. Mutual Consultations

Any major issues that may arise from or in connection with this Attached Document shall be resolved through mutual consultations by all parties concerned.

この条項では、他の条項で定めていない事項について、関係者が相互に協議し決定する旨を記載します。

V. Other Relevant Issues

1. Indemnification

The Product will be handed over and transferred to 相手国実施機関 on an “as is” basis in accordance with II 2. above, and 相手国実施機関 will indemnify and hold harmless JICA and 日本側提案団体, from any costs, taxes, charges, damages or otherwise arising from or in connection with the Product (including, but not limited to, its transfer or use), on or after the transfer of the Product, unless any product guarantee is provided by 日本側提案団体 in a separate arrangement.

Should any damages due to active or passive negligence of the personnel of JICA, 日本側提案団体 or 相手側実施機関 arise in the process of implementing the Survey, each relevant party will be liable for the costs, damages or otherwise caused by such negligence of its own personnel, severally but not jointly, and indemnify and hold harmless the other parties.

2. Intellectual Property Rights

(1) 日本側提案団体 reserves its intellectual property rights such as any patent, trademark, copyright, design, pattern, construction, etc. (hereinafter referred to as the “Intellectual Property Rights”), concerning the Product brought or created by 日本側提案団体 for the implementation of the Survey, and no Intellectual Property Right is granted by license or otherwise under this Attached Document. Any resale, reproduction, reuse, and transfer of the Intellectual Property Rights which belong to the 日本側提案団体 concerning the Product is restricted without obtaining prior written permission by 日本側提案団体.

(2) The Intellectual Property Rights of the final report shall remain the property of JICA. 相手国側実施機関 may make copies and distribute the report for the purpose of sharing the result of the Survey. However, 相手国側実施機関 may not use the report for commercial purposes nor modify the report without obtaining prior written consent of JICA.

3. Confidentiality

All parties shall observe the confidentiality and secrecy of documents, information and other data received or supplied by any of the other parties as

confidential information for the implementation of the Survey. Such information must be kept confidential even after the completion or the termination of the Survey.

4. Rules and Regulations for Participating in the Activities Conducted in Japan (本邦受入活動を実施する場合のみ記載)

To better understand the proposed technologies, a visit to Japan is planned in the Survey. Therefore, 相手国側実施機関 will nominate appropriate candidates who will visit and participate in the activities conducted in Japan.

Furthermore, 相手国側実施機関 agrees to make sure that the participants who will visit and participate in the activities conducted in Japan for the Survey shall

- (1) strictly adhere to the program schedule;
- (2) not extend the period of stay in Japan;
- (3) not be accompanied by family members or other non-participants during the program;
- (4) return to home country at the end of the program in accordance with the travel schedule designated by JICA or 日本側提案団体;
- (5) refrain from engaging in any political activities, or any form of employment or other activity for profit or gain;
- (6) have an appropriate entry visa to Japan and make necessary arrangements (provision of passport etc.) for their travel;
- (7) confirm the validity of visas for any third countries necessary for travel to and from Japan;
- (8) observe Japanese laws and ordinances, and if there is any violation of said laws and ordinances, return part or all of the training expenditure depending on the severity of the violation upon request from JICA or 日本側提案団体;
- (9) observe the rules and regulations of the accommodation designated by JICA or 日本側提案団体; and
- (10) be provided with only expenses that directly relate to the program (e.g., Flight tickets etc.) by JICA through 日本側提案団体 according to the rules and regulations of JICA, but pay any expenses that do not directly relate to the program by the participants themselves.

5. Environmental and Social Considerations (環境社会配慮A,B案件のみ記載)

- (1) A survey aiming for economic and social development may nevertheless entail a risk of having negative impacts on the environment or society, such as pollution, loss of natural habitat, involuntary resettlement, and infringement of people's rights. Avoidance or minimization of such risks shall be realized as an integral part of the Survey.
- (2) 相手国側担当機関 shall bear responsibility for Environmental and Social Considerations (hereinafter referred to as "ESC"). JICA is accountable for ESC of the Survey it supports, and to this end, JICA confirms the implementation of ESC by the 相手国側担当機関 through an environmental review including field surveys and examination of related documents and

supervision of monitoring conducted by 相手国側担当機関.

- (3) 相手国側担当機関 agrees JICA's disclosure of monitoring results to be prepared by the JICA Survey Team on its website.

6. Medical practice and clinical trial (保健医療案件のみ記載)

Medical practice by 日本側提案団体 and any clinical trial shall not be included in the Survey.

7. Others

In a case where delay or failure in performance arises due to bankruptcy, any commercial, financial or other difficulty of 日本側提案団体, cancellation of the contract between 日本側提案団体 and JICA, or any cause(s) beyond reasonable control of the parties, the party so affected shall immediately provide written notice to the other parties of such date and the nature of such failure, and the anticipated period of time during which the failure conditions are expected to persist. In such a case, this Minutes of Meeting does not obligate any party hereto to continue implementation of the Survey. The parties hereto shall consult in good faith and agree upon appropriate measures to be taken, including termination of the Survey.

(解説) その他の事項について

1. この条項では、JICA又は日本側提案団体の故意又は過失によらずに発生した損害については、JICA又は日本側提案団体が損害を被ることがないことを記載します。
2. この条項では、案件実施のためJICAと提案団体との契約において調達した資機材等のうち、提案団体が知的財産権を有しているものに関して記載しております。特許、商標、著作権、意匠、パターン、構造等に関するいかなる知的財産権についても、日本側提案団体への書面による確認なしに転売、権利譲渡、再使用許諾等を行うことを制限しております。
3. この条項では、調査内容の守秘義務について規定しています。
4. この条項では、本邦での受入活動が計画されている場合のみ記載します。特に(10)については、経済産業省が制定する「外国公務員贈賄防止指針」に基づき、相手国実施機関参加者個人に、受入活動外の資金等（受入活動外の観光、手土産、過剰な接待等）が提案団体から提供されることを防止するために、本事業の便宜供与範囲を記載します。
5. この条項では、環境社会配慮が必要な案件（環境社会配慮A, B案件）のみ記載します。
6. この条項では、保健医療案件のみ記載します。治験及び臨床試験、日本側提案団体による医療行為は本事業の実施対象としません。
7. この条項では、調査実施中に提案団体に実施困難な理由が生じた場合、本調査の対応について相手国実施機関、JICA、提案団体で協議を行うことを規定しています。

ANNEX: Survey Outline

ANNEX: SURVEY OUTLINE

I. BACKGROUND

II. OUTLINE OF THE SURVEY

1. Title

2. Purpose

3. Outputs (特記仕様書に合わせて追記)

4. Activities

5. Information of Product/Technology to be provided (主要調達機材を列挙し、その情報を記載)

6. Implementing Organization

日本側提案団体名

相手国側実施機関名

7. Target Area and Beneficiaries

8. Duration

year months from the day of the signing of the contract between 日本側提案団体 and JICA. The exact duration period shall be shared through the Implementation Plan which will be presented to 相手国側実施機関 at the beginning of the Survey.