MINUTES OF MEETINGS FOR SDGs BUSINESS VERIFICATION SURVEY WITH THE PRIVATE SECTOR FOR 個別事業名

AGREED UPON AMONG

相手国実施機関名 OF 相手国名, 提案法人名 AND JAPAN INTERNATIONAL COOPERATION AGENCY

Japan International Cooperation Agency (hereinafter referred to as "JICA"), 提案法人名, (hereinafter referred to as "提案法人略称") and 相手国実施機関 (hereinafter referred to as "相手国実施機関略称") had a series of discussions to confirm the details of activities of SDGs Business Verification Survey with the Private Sector for 個別事業名 (hereinafter referred to as the "Survey").

The Survey will be implemented under the framework of the SDGs Business Verification Survey with the Private Sector as a part of the JICA's public-private partnership programs to demonstrate Japanese enterprises' technologies that respond effectively to specific development challenges.

相手国実施機関略称, 提案法人略称 and JICA (hereinafter referred to as "all parties") agreed to implement the Survey in accordance with Annex 1 "Survey Outline" and Annex 2 "Main Points Discussed" respectively.

署名者 署名者 Chief Representative 役職名

JICA 相手国名 Office 相手国実施機関名

署名者署名者役職名役職名

提案法人名 相手国資機材讓与先機関名

SURVEY OUTLINE

- I. Framework of the Survey
 - Activities of private companies and private-sector financing are becoming increasingly a critical part of economic growth, sustainable social development, and poverty reduction in partner countries.
 - In Japan, an increasing number of Japanese enterprises are implementing social contribution programs and establishing businesses in partner countries, which call for new partnerships between official development assistance projects and private sector activities.
 - Therefore, JICA collaborates with Japanese private enterprises to facilitate their technological and human resources in various fields, aiming at fulfilling societal needs and having a positive impact on the social welfare as well as achievement of the Sustainable Development Goals (SDGs) of the partner countries.
 - 4. Under such basic understandings, this Survey is implemented by 提案法人略称 based on the contract with JICA.
- II. Title of the Survey
- III. Background
- IV. Objectives
- V. Target Site(s) and Beneficiaries
- VI. Activities
- VII. Information of Product/Technology to be provided
- VIII. Implementation Schedule

X year(s) Y months from the day of the signing of the contract between 提案法人略称 and JICA.

IX. Other Details

MAIN POINTS DISCUSSED

I. Implementation Framework of the Survey

The Survey will be implemented in accordance with Annex 1. 提案法人略称, entrusted by and in collaboration with JICA, will implement the Survey. JICA will supervise the overall activities. 相手国実施機関略称, as a counterpart, will cooperate with 提案法人 略 称 in support for success of the Survey throughout the implementation period.

II. Inputs by JICA

- 1. JICA will dispatch missions by its own expense for the Survey.
- 2. JICA (or 提案法人略称) will prepare the products necessary for the implementation of the Survey shown in the article VII of Annex 1 (hereinafter referred to as the "Product"). Ownership of the Product belongs to JICA throughout the implementation period.

III. Measures taken by 相手国実施機関略称

- 1. 相手国実施機関略称 will take necessary measures to provide reasonable supports, including the following items as a counterpart:
 - (1) Appointment of 相手国実施機関略称's personnel as counterparts
 - (2) Suitable office space
 - (3) Available data (including maps and photographs) and information related to the Survey
 - (4) Sufficient land or space for the installation of the Product
 - (5) Permission for implementation of the Survey (including permission for JICA missions to enter, leave and sojourn in 相手国名, permission for construction and permission for installation of the Product)
 - (6) Exemption for mission members dispatched by JICA from customs duties, VAT, internal taxes and other fiscal levies which may be imposed in 相手国名 with respect to the import or re-export of the Product and local purchase of products and services necessary for the Survey
- 2. 相手国実施機関略称 shall ensure that the Product, techniques and knowledge acquired in the Survey are not used for military purposes.

IV. Environmental and Social Considerations

1. "JICA Guidelines for Environmental and Social Considerations (April 2010)" (hereinafter referred to as "the JICA Guideline") shall be applied in order to ensure

that appropriate considerations for the environmental and social impacts in the Survey.

- 2. As the Survey is categorized as B under the JICA Guideline, the necessary procedures are taken in accordance with the JICA Guideline. Some activities such as below will be conducted by 提案法人略称;
 - (1) Formulating and implementing the management plan and the monitoring plan
 - (2) Filling out the monitoring form
 - (3) Disclosure of the monitoring result on JICA's Website

V.Miscellaneous

- 1. In case any damages arise in associate with the Survey, each party shall be liable for costs and damages caused by its own personnel. The other parties will be indemnified and held harmless for the costs and damages.
- 2 提案法人略称 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 made by 提案法人略称 for the Survey, and no Intellectual Property Rights are granted by license or otherwise under this Minutes of Meetings. Any resale, reproduction, reuse and transfer of the Intellectual Property Rights which belong to 提案法人略称 concerning the Product is strictly restricted without obtaining prior written permission by 提案法人略称.
- 3. 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.

VI.Other relevant issues

- 1. The Product
 - (1) After the activities related to the Product is completed, the Product shall be handed over and transferred to 相手国資機材讓与先機関名 (hereinafter referred to as "讓与先機関略称") on an "as is" basis from JICA. 讓与先機関略称 shall conduct proper and effective operation and maintenance of the Product by its own expenses if the Product is handed over.
 - (2) 讓与先機関略称 shall indemnify and hold harmless JICA and 提案法人略称, 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), after the Product is handed over, unless any product guarantee is provided by 提案法人略称 in a separate arrangement.

VII. Mutual Consultation

Any major issues may arise from or in connection with this Minutes of Meetings will be resolved through mutual consultations by all parties.