



MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE DEPARTMENT OF MINERAL RESOURCES,
MINISTRY OF NATURAL RESOURCES AND
ENVIRONMENT, THAILAND**

AND

**NATIONAL INSTITUTE OF ADVANCED INDUSTRIAL
SCIENCE AND TECHNOLOGY, JAPAN
ACTING THROUGH ITS GEOLOGICAL SURVEY OF
JAPAN**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made by and between

The Department of Mineral Resources, Ministry of Natural Resources and Environment, hereinafter referred to as “**DMR**”, having its head office at 75/10 Rama 6 Road, Phayathai, Ratchthewi, Bangkok, 10400, Thailand;

AND

National Institute of Advanced Industrial Science and Technology (AIST) acting through its Geological Survey of Japan (GSJ), hereinafter referred to as “**GSJ/AIST**”, having its head office at 1-3-1 Kasumigaseki, Chiyoda-ku, Tokyo 100-8921, Japan;

Both hereinafter referred to as the “Participants” collectively or “Participant” individually,

WHEREAS

1. DMR is the main governmental organisation in Thailand applying its geological knowledge and information to promote life quality and economic and social development,
2. GSJ/AIST is a public scientific and technological research organization in Japan providing geological information to build a safe and sustainable society,
3. DMR and GSJ/AIST considering their objectives to be complementary are desirous of entering into a cooperative understanding to collaborate in geosciences research,

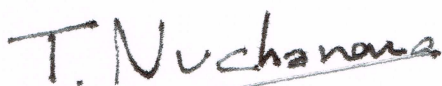
THE PARTICIPANTS HAVE HEREBY REACHED THE FOLLOWING UNDERSTANDING:

- (1) This MOU does not create any legally binding obligations upon the Participants. Any joint activities between DMR and GSJ are subject to official approvals by each Participant. The Participants understand that any binding commitments including, but not limited to, protection of intellectual property rights, exchange of confidential information, and funding arrangement, for the activities contemplated by this MOU are to be separately agreed in writing between DMR and GSJ/AIST.
- (2) The purpose of this MOU is to set a framework for the cooperation between DMR and GSJ. DMR and GSJ will have regular and/or occasional meetings to discuss possible subjects for future cooperation, and to review the state of current cooperative projects. Areas of cooperation may include, but are not limited to, areas of mutual interest related to geosciences such as:

- a. geology and tectonics,
 - b. coastal and marine geology,
 - c. mineral resources,
 - d. geological hazards,
 - e. geological museum, and
 - f. geopark.
- (3) Administration and management of this MOU will be coordinated for DMR by the International Cooperation Division and for GSJ/AIST by the Research Planning Office of the Geological Survey of Japan.
- (4) All rights, titles and interest in and to any intellectual property (including trademarks and service marks, copyrights, patents, designs, know-how, inventions and innovations) related to the activities contemplated by this MOU are to be separately negotiated and agreed on a project-by-project basis in specific project agreements between DMR and GSJ/AIST.
- (5) No confidential information is to be exchanged under this MOU. If any activity under this MOU would benefit from the use of one Participant's confidential information, DMR and GSJ/AIST will enter into a non-disclosure agreement regarding the terms and obligations associated with the exchange of such information. Neither Participant may at any time, notwithstanding the termination of this MOU and other relevant agreements, disclose to any third party any confidential information of the other Participant without obtaining the prior written consent of the Participant providing them.
- (6) This MOU will come into effect on the date of its signing and will remain in effect for five (5) years from such date. It is mutual intent of both Participants that, upon the commencement of this MOU, any pre-existing agreements between DMR and GSJ/AIST will lose effect and will be replaced by this MOU.
- (7) This MOU may be amended or extended by mutual written consent of DMR and GSJ/AIST. Either Participant may terminate this MoU by giving at least six (6) months' prior written notice to the other Participant.
- (8) Each Participant's cooperation under this MOU is subject to respective laws and regulations of each country and the availability of funds of each Participant.
- (9) The termination of this MOU does not affect the validity, implementation or continued performance of any written agreement made between DMR and GSJ/AIST on any specific project.

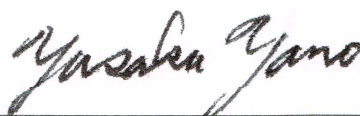
Signed in duplicate in Tsukuba, Japan on the 6th of July 2018.

**For the Department of Mineral
Resources, Ministry of Natural
Resources and Environment, Thailand**
by its authorised representative



Dr. Tawsaporn Nuchanong
Director General,
Department of Mineral Resources

**For National Institute of Advanced
Industrial Science and Technology,
Japan**
by its authorised representative



Dr. Yusaku Yano
Director General,
Geological Survey of Japan