



MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF INTERNATIONAL TRADE PROMOTION,
MINISTRY OF COMMERCE, THAILAND
AND
WAKAYAMA PREFECTURAL GOVERNMENT, JAPAN

Dated 28 MAY 2019

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the “MOU”) is made and entered into force this 28 of May 2019

BETWEEN

- (1) **DEPARTMENT OF INTERNATIONAL TRADE PROMOTION, MINISTRY OF COMMERCE, THAILAND** (hereinafter referred to as “DITP”), whose address is 563 Nonthaburi Road, Bangkrasor, Muang Nonthaburi, Nonthaburi 11000, THAILAND

AND

- (2) **WAKAYAMA PREFECTURAL GOVERNMENT, JAPAN** (hereinafter referred to as “WPG”), whose address is 1-1 Komatsubara-dori, Wakayama-City, 640-8585, JAPAN

(Hereinafter each Participant is referred to singularly as the “Participant” and collectively as the “Participants”).

BACKGROUND:

A. DITP is a department under the Ministry of Commerce of the Royal Thai Government whose missions are to increase the competitiveness of Thai entrepreneurs in international trade; to expand markets for Thai products and services; to promote value creation for Thai products and services; and to continuously increase the quality of services towards excellence.

B. WPG is a local administrative organization of Wakayama Prefecture under the Local Autonomy Law of Japan whose one of its missions is to promote and develop overseas business activities for Wakayama-based enterprises.

C. The Participants are desirous of entering into this MOU to establish a basis of collaboration and cooperation by way of commercial, industrial and technical exchanges for enhancing mutual friendship, and in particular, for encouraging and expanding business partnership between Thailand and Wakayama Prefecture, Japan through exchange of information, promotion of business linkage and cluster development, and facilitation in various business programs, etc.

1. OBJECTIVE

The objective of this MOU is to strengthen, promote and develop collaboration and cooperation between the Participants in relation to their shared common interest in commercial, industrial and technical exchanges for the development of both economies, particularly in SME sectors, of Thailand and Wakayama Prefecture, Japan.

2. LIMITATION OF ACTIVITIES

While collaborating and cooperating together, the Participants will work in line with the existing laws and regulations of their respective countries and respect the other Participant's laws and regulations.

3. AREAS OF COOPERATION

3.1 Both Participants have decided to encourage the activities, mainly involving, but not necessarily limited to, SME development, and to also discuss other subject areas for potential collaboration and cooperation with the aim of promoting the development of both economies, particularly SME sector in managing global challenges. Collaboration and cooperation may be carried out by way of the following activities:

- (a) Exchange of information or views related to policies and support measures for SMEs, trade opportunities, industrial cooperation, investment, establishment of joint ventures and representation of enterprises in the area of their corresponding jurisdictional territories.
- (b) Promotion of business linkages and cluster development to enhance creativity and innovation of SMEs in Thailand and Wakayama Prefecture, Japan through the implementation of various SME support programs, such as product development via exchange of professional expertise and human resources, and diffusion of technology; and, expansion to new global business in the third market by way of, for example, participating in international trade exhibitions; with the aim to develop local products to global markets, so called "Local to Global" strategy.
- (c) Facilitation in business programs such as seminars, symposiums, workshops, business meetings, business matchings, trade fairs, trade missions, etc., organized by each Participant or jointly organized by both Participants, in order to share the information, knowledge, professional expertise and technology between the Participants, and to expand more mutual trade opportunities.
- (d) Cooperation in any other activities deemed appropriate to promote closer relationship and partnership as decided by the Participants from time to time.

3.2 For the purposes of implementing the collaborative and cooperative activities in respect of any areas as stated in clause 3.1 or under this MOU generally, the Participants accept that they may require to enter into separate legally binding agreements with each other subject to whatever terms and conditions that are mutually agreed upon by the Participants.

4. GOVERNANCE

4.1 DITP nominates the Director of Office of Overseas Market Development 1 of DITP to be a key representative of DITP (the "DITP Key Representative"). WPG nominates the Director-General of Commerce, Industry, Tourism and Labor Department of WPG to be a key representative of WPS (the "WPG Key Representative").

4.2 The DITP Key Representative and the WPG Key Representative can each appoint an overall focal point to coordinate the implementation of this MOU, monitor progress being made under this MOU, and meet on an annual basis at a mutually agreed upon date to exchange information, evaluate the activities conducted under this MOU, and identify new potential opportunities for collaboration and cooperation. When needed, special focal point(s) can be appointed to support and enhance the effective implementation of the specific areas of collaboration and cooperation under this MOU.

5. SETTLEMENT OF DISPUTES

5.1 Any difference or dispute between the Participants arising out of the interpretation or application of any of the provisions of this MOU will be settled amicably through

mutual consultation or negotiation between the Participants without reference to any third party.

- 5.2 In the event of a dispute, the Participants will attempt in good faith to negotiate an amicable resolution. If this is unsuccessful, the dispute will first be escalated to the Director of Office of Overseas Market Development 1 of DITP and Director-General of Commerce, Industry, Tourism and Labor Department of WPG. If this process fails to reach agreement, the dispute is to be resolved by agreement of the Director-General of DITP and the Governor of Wakayama Prefecture, Japan.

6. REVISION, MODIFICATION AND AMENDMENT

Either Participant may request in writing a revision, modification or amendment of all or any part of this MOU. Any revision, modification or amendment decided by the Participants will be reduced into writing, signed by the authorized signatories of the Participants, and will form part of this MOU.

7. LANGUAGE

If this MOU is translated into any language other than English, the Participants have each decided that English language text will prevail and be the working language.

8. FINANCIAL ARRANGEMENTS

Each Participant will bear its own costs, fees, and expenses incurred in relation to this MOU. The terms on which each Participant may decide to provide co-funding to the other Participant for any future projects under the subject matter of this MOU will be set out in the relevant contractual agreements for any future projects.

9. INTELLECTUAL PROPERTY

- 9.1 The Participants accept that neither Participant will acquire any rights to the intellectual property of the other Participant under this MOU.

- 9.2 The terms on which each Participant will be entitled to use the other Participant's intellectual property rights for any future projects will be set out in the relevant contractual agreements.

10. ENTRY INTO EFFECT AND DURATION

- 10.1 This MOU will come into effect on the date of signing, or if the dates vary, then the date of the later signature.

- 10.2 This MOU will continue to have effect for a period of one (1) year.

- 10.3 This MOU will automatically be extended for an additional period of one (1) year and the same will apply thereafter unless a written notice of non-renewal or termination is made by either of the Participant to the other as mentioned in clause 10.4.

- 10.4 Notwithstanding anything contained in this MOU, either Participant may terminate this MOU by giving notice in writing to the other Participant at least thirty (30) days prior to the termination. The Participants will consult to determine how any outstanding matters should be dealt with. Termination will not affect the validity of any contract made under this MOU.

11. USE OF NAME AND LOGO

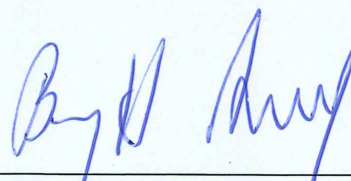
- 11.1 Save as provided in clause 11.2, each Participant agrees that it will not use the name, logo and other corporate identifications of the other Participant or any abbreviation thereof without the other Participant's prior written consent, such consent not to be unreasonably withheld.
- 11.2 During the term of this MOU, each Participant is permitted to use the other Participant's name, logo and other corporate identifications for the purpose of publicizing the MOU without prior consent of the other Participant.
- 11.3 When making reference to this MOU, the Participant undertakes to use the other's name in good faith reflecting accurately the agreed upon nature of the collaboration and cooperation contemplated hereunder, and only in relation to or in furtherance of this MOU.

12. EFFECT OF MEMORANDUM OF UNDERSTANDING

This MOU serves only as a record of the Participants' intentions. The Participants do not intend for this MOU to constitute a treaty or a contract nor to be construed as creating a contract or deemed to be a contract of any nature. Cooperation matters set out in clause 3 shall not create any legally binding commitments or enforceable obligations, expressed or implied, under domestic or international law upon the Participants. In the implementation of cooperative activities under this MOU, the Participants shall make their endeavor in good faith to achieve the objective as set out in clause 1.

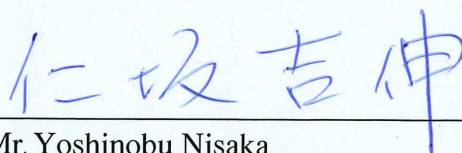
This MOU has been executed by the duly authorized representatives of DITP and Wakayama Prefectural Government on the 28 of May in the year 2019 in two original versions in English, both texts being equally authentic.

Signed by
for and on behalf of
Department of International Trade
Promotion (DITP), Ministry of Commerce,
Royal Thai Government



Miss Banjongjitt Angsusingh
Director-General, DITP

Signed by
for and on behalf of
Wakayama Prefectural Government,
Japan



Mr. Yoshinobu Nisaka
Governor, Wakayama Prefecture

Date 28 May 2019

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