MEMORANDUM OF COOPERATION IN THE AGRICULTURE AND FOOD SECTOR

BETWEEN

THE MINISTRY OF AGRICULTURE, FORESTRY AND FISHERIES OF JAPAN

AND

THE MINISTRY OF SUSTAINABILITY AND THE ENVIRONMENT OF THE REPUBLIC OF SINGAPORE

The Ministry of Agriculture, Forestry and Fisheries (MAFF) of Japan and the Ministry of Sustainability and the Environment (MSE) of the Republic of Singapore (hereinafter referred to individually as the "Participant" and collectively as the "Participants");

REAFFIRMING the strong and longstanding friendship and cooperation between the two countries;

ACKNOWLEDGING the crucial importance to achieve sustainable agriculture production and food systems stated in the Joint Statement on Sustainable Agricultural Production and Food Systems signed by the Ministers in charge of agriculture from several ASEAN member countries including the Republic of Singapore and Japan in 2021;

RECOGNISING the centrality of innovation and technology in each country to enhance resilient and sustainable agriculture and food systems;

RECOGNISING that food security and supply require adherence to multilateral rules-based approaches;

Have reached the following recognition:

PARAGRAPH I OBJECTIVE

The objective of this Memorandum of Cooperation (hereinafter referred to as this "MoC") is to promote bilateral cooperation between the Participants and their agencies in the areas of novel foods, food security/emergency preparedness, and international commerce of food.

PARAGRAPH II AREAS OF COOPERATION

The Participants seek to cooperate in the following areas within the scope of their respective authorities toward resilient and sustainable agriculture and food systems for food security:

- a. Agri-tech and novel foods;
- b. Food security and emergency preparedness;
- c. International commerce of food; and
- d. Any other areas as may be jointly decided upon by the Participants in writing.

PARAGRAPH III FORMS OF COOPERATION

- 1. Cooperation between the Participants in the areas identified at Paragraph II may take the following forms:
 - a. Exchanging relevant information, expertise and best practices, including through jointly organised events and seminars;
 - b. Facilitating of research and development and exchanging of new technologies;
 - c. Exchanging of key personnel through training, mutual visits, institutional twinning activities and other means as appropriate;
 - d. Encouraging partnerships between private companies and government authorities through the joint implementation of demonstration projects; and
 - e. Any other areas as may be jointly decided upon by the Participants in writing.
- 2. The Participants will endeavour to encourage government agencies, non-government

organisations, enterprises, local authorities and research and academic institutions in Japan and Singapore to establish and develop direct contacts with each other to explore possible areas of collaboration. The Participants will not be responsible for any agreements or arrangements made between or among these entities.

PARAGRAPH IV FOCAL POINT

The Participants will each appoint a Focal Point for the purpose of implementing this MoC. For the MAFF, the Focal Point will be the Bilateral Affairs Division of MAFF. For MSE, the Focal Point will be the Singapore Food Agency.

PARAGRAPH V IMPLEMENTATION

- 1. The Participants will make their best efforts to promote the joint implementation of cooperative projects and activities in the areas stated in Paragraph II.
- 2. The Participants will endeavour to involve and collaborate with strategic partners as appropriate, including but not limited to government and non-government agencies, research institutions and private companies, in the implementation of this MoC.
- 3. The implementation of this MoC depends on the availability of resources and personnel. The Participants will mutually determine arrangements, in writing, for the implementation of specific activities and projects under this MoC, which include:
 - (a) The arrangements for funding;
 - (b) Allocation of resources and personnel;
 - (c) Treatment and use of intellectual property arising from or generated pursuant to the specific activities or projects; and
 - (d) Other appropriate matters.
- 4. The title to, and intellectual property rights in, or in relation to, any material supplied by one Participant to the other Participant pursuant to this MoC will remain with the Participant supplying the material. Such title and rights will be respected and protected by the Participant

receiving the material at all times.

- 5. Each Participant will observe the confidentiality and secrecy of documents and information received from or supplied by the other Participant at all times.
- 6. The matters in sub-paragraphs 4 and 5 of this Paragraph will be respected, notwithstanding the discontinuation or termination of this MoC.

PARAGRAPH VI SETTLEMENT OF DISPUTES

Any dispute arising from or relating to this MoC will be amicably resolved by the Participants through mutual consultations.

PARAGRAPH VII RIGHTS AND OBLIGATIONS UNDER OTHER AGREEMENTS OR CONVENTIONS

Nothing in this MoC will affect the rights and obligations of each Participant in respect of the protection of the environment, animal health, plant health and food safety under any treaties, conventions, or bilateral, regional or international agreements, where applicable.

PARAGRAPH VIII COMMENCEMENT, DURATION AND DISCONTINUATION

- 1. This MoC will commence on the date of signing and will be respected for a period of three (3) years.
- 2. Either Participant may discontinue this MoC upon providing the other Participant with written notice ninety (90) days prior to the date of the intended discontinuation.
- 3. The discontinuation of this MoC will not affect the contents, duration and completion of any ongoing activities and/or work programmes implemented in line with this MoC prior to the date of discontinuation unless otherwise mutually determined by the Participants in writing.

PARAGRAPH IX MODIFICATIONS

- 1. Either Participant may request in writing a revision or modification of all or any part of this MoC.
- 2. Any revision or modification mutually decided by the Participants will be in writing and will form part of this MoC.
- 3. Such revision or modification will commence on such date as may be determined by the Participants in writing.
- 4. Any revision or modification will not prejudice any decision made by the Participants arising from or based on this MoC before, or up to, the date of such revision or modification.
- 5. This MoC, including any revision or modifications made in line with sub-paragraphs 1 to 3 of this Paragraph, does not, and is not intended to, constitute or create any legally binding rights or obligations between the Participants under domestic or international law.

SIGNED in duplicate in Tokyo, Japan on the 30 of August 2023 in the English language.

For the Ministry of Agriculture, Forestry and Fisheries of Japan

For the Ministry of Sustainability and the Environment of the Republic of Singapore

NOMURA Tetsuro

Minister of Agriculture, Forestry and Fisheries of Japan

Grace FU

Minister for Sustainability and the Environment of the Republic of Singapore