MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA,
AGRICULTURAL RESEARCH SERVICE
AND
THE MINISTRY OF AGRICULTURE, DOMINICAN REPUBLIC

The Agricultural Research Service, United States Department of Agriculture (ARS/USDA), and The Ministry of Agriculture, Dominican Republic (MOA/DR) (hereinafter referred to as the Participants) have reached the following understandings:

SECTION I
Purpose

This Memorandum of Understanding (MOU) is intended to guide cooperation between the Participants on vaccination of pigs to protect against African swine fever (ASF). The scope of the proposed program of cooperation under this MOU may cover field trials of vaccination of domestic pigs in the Dominican Republic supported by the Participants.

SECTION II
Cooperative Activities

The Participants may, from time to time, mutually determine specific scientific areas for cooperation. The types of cooperative activities planned pursuant to this MOU may include collaboration on safety and efficacy of vaccines against exotic diseases of livestock, including ASF. This may include collaborative design and/or execution of field experiments under natural conditions in the Dominican Republic. Additional areas of collaboration may include studies on the epidemiology and/or pathology of diseases of livestock in the Dominican Republic. This agreement is intended to enhance awareness and progress towards improvement of health and wellbeing of livestock in the Dominican Republic. This list is not meant to be exhaustive, and the participants intend to work together to investigate opportunities for collaboration under this MOU.

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SECTION III
Implementing Arrangements

Individual activities supported under this collaboration, including the scope and operating procedures related to such activities, may be covered at the discretion of the relevant cooperating bodies in separate written implementing arrangements jointly developed by the Participants in each specific case.

SECTION IV
Funding and Authority

Each Participant and their respective agencies and offices should handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing cooperative activities carried out under this MOU, including the cost of providing any appropriate insurance, unless the Participants establish other arrangements in writing. Each Participant should carry out its separate activities in a coordinated and mutually beneficial manner. Each Participant's participation in the cooperative activities under this MOU is to be conducted in accordance with the applicable laws and regulations of that Participant's government.

Cooperative activities under this MOU are subject to the availability of funds and human and other resources. Nothing in this MOU obligates any Participant to obligate or transfer any funds. Separate written agreements should be executed for specific work projects or activities that involve the transfer of funds, services, property, or personnel between the Participants. Such activities should be independently authorized by appropriate statutory authority and be contingent upon the availability of appropriated funds. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement should comply with all applicable statutes and regulations.

SECTION V
Information Sharing and Intellectual Property

OPTION 2: MOU WITH A FOREIGN ENTITY WITH WHICH THE U.S. DOES NOT HAVE AN S&T AGREEMENT OR WITH PUBLIC INTERNATIONAL ORGANIZATIONS:

Option 2c. NO INTELLECTUAL PROPERTY EXPECTED:

"The Participants intend for only publicly available information to be shared, no business confidential information to be exchanged, and no intellectual property to be created under this MOU."

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SECTION VI
Protection of Sensitive Technology

No information or equipment requiring protection in the interest of national defense or foreign relations and classified in accordance with a Participant's applicable national laws and regulation should be provided under this MOU. In the event that information or equipment that is known or believed to require such protection is identified in the course of cooperative activities pursuant to this MOU, it should be brought immediately to the attention of the appropriate officials, and the Participants should consult to identify appropriate security measures that should be taken with respect to this information and equipment.

SECTION VII
Technology Transfer

The transfer of unclassified export-controlled information or equipment between the Participants should be in accordance with the relevant laws and regulations of each Participant. If a Participant deems it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment should be incorporated into the contracts and agreements entered into in support of the research priorities. Export-controlled information should be marked to identify it as export-controlled and identify any restrictions on further use or transfer.

SECTION VIII
Other Agreements

Nothing in this MOU should be interpreted to prejudice or modify any existing understandings or agreements between the Participants.

SECTION IX
Period of Cooperation, Revision, and Cessation of Activities

Cooperation under this MOU may commence from the date of signature of both Participants and is expected to continue for a period of five (5) years. The MOU may be modified or extended by mutual written determination of the Participants. A Participant should endeavor to give the other Participant at least six (6) months' written notification of its intention to end its cooperation under this MOU. Unless otherwise mutually determined by the Participants, the Participants should continue to work together to conclude ongoing programs and activities already in progress.

This MOU does not create any legally binding obligations on any Participant and as such does not obligate the Participants to agree to collaborative activities or to expend funds on any particular project or purpose, even if funds are available. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

Nothing in or relating to this MOU is to be deemed a waiver, express or implied, of any privileges, immunities, or defenses accorded to the Participants under U.S., [foreign country, if applicable], international, or any other applicable law.

Discontinuation of this MOU is not intended to affect the validity or duration of projects under the MOU that are initiated prior to such discontinuation.

For the Department of Agriculture of the United States of America, Agricultural Research Service:

Signature: Melissa Repoza Date: April 15, 2024
Melissa Repoza, Authorized Departmental Officer
Agency MOU No: 58-3022-4-006-FM

For the Ministry of Agriculture in the Dominican Republic, of the Dominican Republic:

Signature: _____ Date: April 25, 2024

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