

**MEMORANDUM OF COOPERATION
BETWEEN
THE MINISTRY OF INDUSTRY, ENERGY AND MINING
OF THE ORIENTAL REPUBLIC OF URUGUAY
AND
THE NEW ENERGY AND INDUSTRIAL TECHNOLOGY DEVELOPMENT
ORGANIZATION OF JAPAN
FOR
PROMOTION OF APPLIED RESEARCH AND
TECHNOLOGICAL DEVELOPMENT**

This Memorandum of Cooperation (hereinafter referred to as "MOC") is executed by and between the Ministry of Industry, Energy and Mining of The Oriental Republic of Uruguay (hereinafter referred to as "MIEM"), represented in this act by Mrs. Carolina Cosse, and the New Energy and Industrial Technology Development Organization of Japan (hereinafter referred to as "NEDO"), represented in this act by Mr. Kazuo Furukawa. Hereinafter in this MOC, MIEM and NEDO are referred to singularly as "Party" and collectively as "Parties."


NEDO and MIEM share the vision of strengthening existing economic relations between Uruguay and Japan, based on the principles of equality and mutually beneficial cooperation;

The Parties recognize the importance of allowing the best use of opportunities generated by technical and scientific advances; in order to optimize applied research and technological development cooperation between Uruguay and Japan, the Parties have proposed to create a framework for such cooperation.

NOW, THEREFORE, the Parties agree as follows:

First: Purpose

The main objective of this MOC is to establish a general framework for cooperation between the Parties that enables pursuing collaborative activities to promote innovation in applied research and technological development in areas of common interest, including facilitation of information exchange and joint projects between companies, corporations, research organizations, institutions, and universities (hereinafter collectively referred to as "Entities") of Uruguay and Japan.

K.F. 

Second: Scope of Cooperation

The Parties intend to encourage and promote cooperation in applied research and technological development in areas of mutual interest, subject to each Party's applicable laws and regulations. Specific activities of cooperation under this MOC may include, but are not limited to, the following:

- (a) Exchanges of information and knowledge relative to areas of mutual interest.
- (b) Active promotion of contacts and the exchange of technical information/ expertise based on each Party's networks and relevant projects.
- (c) Organization of meetings, seminars, and workshops to explore cooperation between the Parties as well as publicize the Parties' activities under the framework of this MOC. Each Party may inform the other with respect to events in Uruguay or in Japan or beyond that may facilitate and enhance cooperation between Entities from Uruguay and Japan.
- (d) Exchanges of data identifying specific projects, partnerships, or collaboration between the Parties that could lead to cooperation in applied research and technological development.
- (e) Identification of existing national and international programs for supporting and facilitating access to financing schemes for joint projects.
- (f) Identification of entities in Uruguay and Japan which could collaborate in applied research and technological development projects and provision of assistance in matching them for this purpose. For the purpose of this paragraph (f), "entities" mean companies, corporations, research organizations, institutions, and universities.
- (g) Exploration of the possibility of promoting joint projects in areas identified by the Parties as being of mutual interest.

Third: Implementation of Cooperation

In order to achieve the objective as described in the first paragraph (Purpose), the Parties intend to undertake the following activities:

- (a) Meetings will be convened as required at a venue and time mutually agreed by the Parties.
- (b) Each Party should discuss specific activities of cooperation and, if necessary, appoint a representative to discuss such specific activities and coordinate their implementation.

K. J. [Signature]

- (c) If and when the Parties reach agreement, a separate written agreement on specific activities of cooperation should be concluded for the purpose of implementation of such activities.

Fourth: Expenses

Each Party should bear its own expenses incurred in connection with the promotion and administration of this MOC.

Fifth: Intellectual Property

Nothing in this MOC shall serve as a transfer, conveyance, sale, or any other form of disposition of either Party's rights to its own intellectual property.

Sixth: Confidentiality

Each Party shall not, except as required by law, disclose any technical documents or information obtained from the other Party for any purpose other than the implementation of this MOC.

Seventh: Non-Exclusive Arrangement

This MOC is non-exclusive and each Party reserves the right to enter into a similar arrangement with any other third party. Further, this MOC does not supersede any existing written agreements or arrangements between the Parties hereto.

Eighth: Term and Termination

This MOC shall become effective on the date of the last signature by the Parties and will remain in effect for three (3) years (hereinafter referred to as "Term"). The validity of the Term may be renewed for an additional three (3) year period by mutual agreement of the Parties in writing, which must be made at least thirty (30) days prior to the expiration of this MOC. This MOC may be terminated by mutual agreement of the Parties or by either Party at any time for any reason upon three (3) months prior written notice to the other Party.

H. F. 

Ninth: Miscellaneous

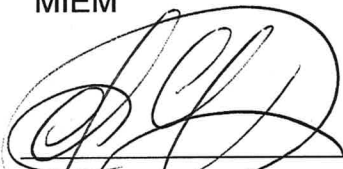
- (a) MOC Not Binding This MOC does not create any legally binding obligations between the Parties.
- (b) Assignment Each Party shall not assign this MOC or any part hereof without the prior written consent of the other Party.
- (c) Amendment This MOC may be amended or modified only by the written consent of the Parties hereto.
- (d) Dispute Resolution In the event any dispute arises between the Parties in connection with this MOC, the Parties shall negotiate with each other amicably and in good faith to resolve the dispute.
- (e) No Third Party Benefit This MOC is for the sole benefit of the Parties and their successors and shall not be construed as conferring any rights on any third party.
- (f) Counterparts This MOC may be executed in one or more counterparts, each of which is deemed to be an original instrument, and all such counterparts will together constitute one and the same instrument.

[NO FURTHER TEXT ON THIS PAGE]

K. F. 

IN WITNESS WHEREOF, the Parties, each acting under due and proper authority, have executed two (2) originals of this MOC in the English language with each original equally valid.

MIEM



Carolina Gosse

Minister

27-12-2017

Date

NEDO



Kazuo Furukawa

Chairman

27-12-2017

Date

Signature Page to Memorandum of Cooperation