

## **MEMORANDUM OF COOPERATION**

**BETWEEN THE MINISTRY OF AGRICULTURE, FORESTRY AND FISHERIES OF JAPAN**

**AND**

**THE MINISTRY OF AGRICULTURE AND LIVESTOCK, THE MINISTRY OF AGRARIAN DEVELOPMENT AND FAMILY FARMING, OF THE FEDERATIVE REPUBLIC OF BRAZIL**

The Ministry of Agriculture, Forestry and Fisheries of Japan, the Ministry of Agriculture and Livestock, and the Ministry of Agrarian Development and Family Farming, of the Federative Republic of Brazil, hereinafter jointly referred to as "the Participants" and individually as "Participant";

Conducted in the firm purpose of consolidating the bonds of friendship and solidarity that govern the relations between Japan and the Federative Republic of Brazil;

Considering the friendly relations between the Participants and the will to promote agricultural cooperation between both countries, based on the principles of equity, reciprocity and mutual benefit;

Recognizing the central role of agriculture and food in national economic development, society and the sustainable management of territories in both countries;

Reaffirming the commitment to work together to promote the sustainable development of the agriculture and food in both countries; and

Recalling the importance of the Dialogue Japan-Brazil in Agriculture and Food established in 2014;

In line with the existing laws and regulations in their respective countries; have reached the following recognition.

### **PARAGRAPH I – OBJECTIVE AND SCOPE**

This Memorandum of Cooperation, hereinafter the "MoC", establishes as its main objective the stimulation of broad development in the fields of agriculture and food systems. In particular, but not limited to them, in sustainable production, stable supply of grains, food safety, trade and investment promotion, animal health, plant health, agricultural inputs, livestock inputs, pre-and post-harvest processing and infra-structure, agricultural machinery and policy frameworks for climate risk management in agriculture.

## **PARAGRAH II – FORMS OF COOPERATION**

Forms of cooperation under this MoC may include, but are not limited to:

- a. Exchange of information and experiences in agricultural and livestock inputs and agrarian development and family farming public policies;
- b. Technical visits and internships;
- c. Training, symposiums, seminars, forums and conferences on issues related to strategic interests;
- d. Joint publication of technical informative materials;
- e. Carrying out strategic actions for trade promotion and investment, including exhibitions and trade missions; and
- f. Any other form of cooperation mutually consented upon by the Participants, in line with the laws of each country.

## **PARAGRAH III - IMPLEMENTATION**

1. An implementation document will be prepared containing the specific areas of interest, and the cooperation themes will be detailed, in order to allow interaction between the technical areas of the Participants.

- a. The implementation document will be updated over time according to the cooperation interests consented between the Participants.

2. A Joint Working Group will be created, preferably composed of representatives of the technical areas, with the objective of

- a. Identifying the areas of interest for cooperation that are under the responsibility of the Participants and that may be in line with cooperation;
- b. Planning, implementing, monitoring and evaluating the activities and actions defined under this MoC; and
- c. Preparing and keeping updated an implementation document that incorporates the actions and activities necessary to implement this MoC;

In creation of a Joint Working Group, the existing mechanisms and practices must be duly considered to achieve optimal synergy, avoid duplication, and seek for the most effective way forward.

3. The Joint Working Group created according to the previous paragraph will meet at least once a year.

- a. The meetings can be held in virtual and/or in person; and
- b. Relevant stakeholders may be invited to participate in each meeting.

4. The implementation of this MoC, will be in line with the laws and regulations of both countries.

#### **PARAGRAPH IV - BUDGET**

1. This MoC does not entail financial commitments for either Participant.
2. The expenses for the execution of this MoC will be borne by each Participant, in line with the availability of budgetary funds.
3. The financial aspects of the activities to be executed, by virtue of this MoC, will be consented upon in writing by the Participants, in line with their national legislation and set forth in the implementation document.

#### **PARAGRAPH V - NATURE OF THE MEMORANDUM OF COOPERATION**

1. This MoC will not create any binding rights or obligations and will not affect the obligations arising from any other bilateral and multilateral agreement of each country.
2. This MoC and the activities arising from it will be developed within the functional competencies of the Participants according to their respective national legislations, not generating international obligations for them, nor for their respective countries.

#### **PARAGRAPH VI - INTELLECTUAL PROPERTY AND CONFIDENTIALITY OF INFORMATION**

1. Taking into account the domestic legislation and international agreements in force in each country, the Participants will adopt the necessary measures to protect intellectual property rights arising from the implementation of this MoC.
2. Intellectual property issues involved in the implementation of this MoC will be handled in line with each country's domestic legislation and applicable international covenants.
3. The confidentiality of the documents and information provided will be maintained after the discontinuation of this MoC.

#### **PARAGRAPH VII - SETTLEMENT OF DISPUTES**

1. In case of controversies regarding this document, the Participants commit to seeking amicable solutions by all possible means, following the principle of good faith and the common intention between them, based on the spirit of mutual cooperation that animates the Participants in the signing of this MoC.

#### **PARAGRAPH VIII - MEASURES FOR THE ACCOMPLISHMENT**

1. For the accomplishment of the object of this Term, the Participants will implement to:
  - a) Follow up, monitor and evaluate the execution of the actions to be implemented under this MoC;
  - b) Guarantee the presence of representatives in events related to this MoC; and

c) Supply information or make available materials necessary to implement the foreseen actions, without prejudice to the necessary confidentiality, aiming to document and feed the activities to be implemented in the scope of this partnership.

## **PARAGRAPH IX - DURATION, MODIFICATION AND DISCONTINUATION**

1. TERM – The cooperation under this MoC will commence upon signature and will continue for a period of five (5) years, automatically renewed for successive periods.
2. MODIFICATIONS - Either Participant may request, in writing and through diplomatic channels, revision or modification of this MoC. Revisions will be a part of this MoC from the date consented upon by the Participants and will form an integral part of the MoC.
3. DISCONTINUATION - Should either Participant wish to discontinue the MoC prior to the end of its duration, it will give the other Participant at least six (6) months written notice of its intention to discontinue it.
4. In the event of discontinuation, ongoing preparations or activities under this MoC will continue until discontinuation, unless otherwise consented by the Participants.
5. Unilateral discontinuation will not entitle the Participants to compensation of any kind.
6. Work in progress at the discontinuation of this MoC may, if so determined by the Participants, continue until completion or be discontinued early.

## **GENERAL MATTERS**

The Participants sign this MoC in three (03) original copies in Japanese, Portuguese and English, each copy having equal value, content and form.

Signed in \_\_\_\_\_, on \_\_\_\_\_ 2024.

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MINISTER OF AGRICULTURE,  
FORESTRY AND FISHERIES  
OF JAPAN  
Tetsushi Sakamoto

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MINISTER OF AGRICULTURE  
AND LIVESTOCK OF THE  
FEDERATIVE REPUBLIC OF  
BRAZIL  
Carlos Favaro

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MINISTER OF AGRARIAN  
DEVELOPMENT AND FAMILY  
FARMING OF THE  
FEDERATIVE REPUBLIC OF  
BRAZIL  
Paulo Teixeira