
	<p>Khon Kaen University Faculty of Agriculture Khon Kaen 40002, THAILAND</p> <p>Tel. +66 43 202360 Fax. +66 43 202361 E-mail: aspac@kku.ac.th Internet http://agserver.kku.ac.th/interag</p>	 <p>Manaki Whenua Landcare Research</p>	<p>Landcare Research Gerald Street, Po Box 40, Lincoln, Canterbury 7640 NEW ZEALAND</p> <p>Tel: +64-3-321 9999 Fax: +64-3-321 9998 Email: ohallorank@landcareresearch.co.nz http://www.landcareresearch.co.nz</p>
---	---	---	--

MEMORANDUM OF UNDERSTANDING
Between
FACULTY OF AGRICULTURE, KHON KAEN UNIVERSITY
And
LANDCARE RESEARCH NEW ZEALAND LIMITED

In order to promote co-operation between the Faculty of Agriculture, Khon Kaen University and Landcare Research New Zealand Limited in areas of Ecotoxicology and Ecological Risk Assessment, the two institutions believe that mutual benefits can be derived by bridging their two Institutes, achieving a closer relationship by linking their scholars, students and personnel. Both Institutes share the strong conviction that mutual understanding among people can be promoted through the establishment of academic links. Therefore, both Institutes agree to enter into this Memorandum of Understanding.

Objectives of Co-operation

- (1) to promote individual contacts among scholars, students and personnel of both Institutes;
- (2) to promote links in teaching, research and cultural activities;
- (3) to provide opportunities for both staff and student exchanges, however, such exchange need not be equally reciprocated;
- (4) to develop and to encourage joint research, seminars, conferences, workshops
- (5) to develop, when opportunity avails, joint research/study programs;

Areas of Co-operation

Ecotoxicology and Ecological Risk Assessment

Implementation

It is understood and agreed that:


Financial arrangements for collaborative research, seminars, workshops, conferences and other such activities will be negotiated separately and will be subject to the availability of funds.

Duration and Termination of the Agreement

- (1) This Memorandum of Understanding is effective as of the date of signature by each participating Institute.

- (2) This Memorandum of Understanding may be amended at any time as indicated by written mutual consent.
- (3) This Memorandum of Understanding may be terminated by either Institute giving to the other written notice of termination. However, both Institutes agree that all obligations to students, staff, personnel and funding bodies or other entities existing at the date of the giving of the Notice of Termination shall be complied with in full at the cost of the Institutes obliged same within the time of compliance agreed to by the Institutes notwithstanding the giving of the Notice of Termination.

Executed for Landcare Research
New Zealand Limited


Michael Krausse
Acting Science Leader, Built Environments


Date: 31/07/2006

(Project leader)
Senior Scientist
Landcare Research


Dr. Kathryn O'Halloran

Date: 1-08-06

Executed for Faculty of Agriculture,
Khon Kaen University

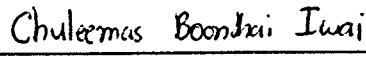

Assanee Pachinburavan, Ph.D.

Dean

Dean

Date: 16/08/2006

(Scientific team leader)
Leading Researcher for Faculty of Agriculture,
Khon Kaen University


Chuleemas Boonthai Iwai, Ph.D.

Date: 16/08/2006

ARS CFDA NO. 10.001

Budget Object Class Code:

United States Department of Agriculture Extramural Agreement	Type of Research Agreement: NON FUNDED COOPERATIVE AGREEMENT	Control No. 14584
Title of Project BREEDING PEANUT LINES WITH RESISTANCE TO DROUGHT AND AFLATOXIN	Agreement Number: 58-6602-6-087FN	Type of Action: New
	Accession No: 410567	
	Period of Agreement: 05/01/2006 thru 04/30/2011	
Agency (Name and Address) USDA, REE, ARS, AFM, EAD 5601 SUNNYSIDE AVE./ MS 5110 Room 3-2170B BELTSVILLE MD 20705	Project Number: 6602-21000-018-02N	Authority: 7 U.S.C.3318(b)
	Agreement Total: \$0.00	Change in Agreement Total: \$0
	Accounting Distribution (Accounting Code / Amount)	
Authorized Departmental Officer's Designated Representative (Name and Address) C. CORLEY HOLBROOK JR 151 MOORE HWY TIFTON GA 31783	Cooperator/ Recipient/ Sponsor (Name and Address) KHON KAEN UNIVERSITY DEPT. OF AGRONOMY (Vendor Code: THKHONKAE-A) FACULTY OF AGRICULTURE KHON KAEN THAILAND	
Finance Office (Complete Mailing Address)	Designated Representative (Name and Address) for the above: SANUN JOGLOY DEPT. OF AGRONOMY FACULTY OF AGRICULTURE KHON KAEN 40002	

Applicable Provisions

This Agreement includes the following:

- Statement of Work
- Proposal
- Sponsor's Proposal
- Budget (Form REE454)
- Budget (Form REE455)

Payment:

- HHS/Payment Management System
- EFT/Treasury Check
- ARS Receives Funds
- Advance Payment Authorized
- Pre-Award Costs Authorized

Applicable Provisions: Available at <http://www.afm.ars.usda.gov/agreements/partnership.htm>

- Non Assistance Coop. Agreement
- Research Support Agreement (REE-452R)
- TFCA and RCA (REE-22)
- Grants and ATCA (REE-453)
- Non Funded Coop. Agreement (REE-29)

Reporting Requirements (submit) ADODR Sponsoring Organization

- Submit: Performance Reports Financial Reports
- Quarterly
 - Semi-Annual
 - Annual
 - Final

Other (Specify):

- AD-1047 - Certification Regarding Debarment, Suspension and other Responsibility Matters - Primary Covered Transactions
- AD-1049 - Certification Regarding Drug-Free Workplace Requirements - Non-Individuals
- AD-1050 - Certification Regarding Drug-Free Workplace Requirements - Individuals
- REE-23 - Certification Regarding Lobbying - Contracts, Grants, Loans and Cooperative Agreements
- REE-26 - Certification Regarding Performing Organization Type
- Comments, (see page 2)
- USDA Civil Rights Poster (AD-475A)

- Report of Inventions and Subcontracts via Edison Web Interface at <http://www.Edison.gov>

For the United States Department of Agriculture:

Authorized Departmental Officer <i>Deadra Perry</i>	Typed Name DEADRA PERRY	Date 5/31/06
--	----------------------------	-----------------

For the Performing/ Sponsoring Organization:
(Signature of persons authorized to incur contractual obligations)

Signature <i>Assanee Pachinburavan</i>	Type Name and Title : Dr. Assanee Pachinburavan Dean, Fac. of Agri., KKU	Date 8/28/06
Signature <i>Prasit Jaisil</i>	Type Name and Title : Dr. Prasit Jaisil Associate Dean for Research, Fac. of Agri., KKU	Date 8/29/06

**Agricultural Research Service
Agreements Information Management System
Statement of Work**

Agreement No. 58-6602-6-0087FN

Amendment No. 00

Cooperator: KHON KAEN UNIVERSITY

Control No. 14594

OBJECTIVE:

The objective of this cooperative research project is to develop improved techniques for selecting drought tolerance, and to develop peanut germplasm with enhanced drought tolerance.

APPROACH:

Field, greenhouse, and pot studies will be conducted at ARS facilities in Tifton, GA, and at Khon Kaen University in Thailand. Field studies will be conducted to evaluate breeding populations for yield and aflatoxin contamination under heat and drought stress conditions. Greenhouse and pot studies will be conducted to evaluate some of this material for root growth and minimum epidermal conductance.

STATEMENT OF MUTUAL INTEREST:

Both parties are actively engaged in independent research projects to enhance drought tolerance in peanut. The parties will be working with different breeding populations, however, they will both benefit from the development of improved techniques for selecting for drought tolerance within these populations. The parties agree that meeting the objectives of this project will strengthen and enhance ongoing research within the scope of this agreement.

THE COOPERATOR AGREES TO:

1. Conduct at Cooperator facilities and elsewhere as appropriate, research directed toward activities include:
 - a. Conduct pot and greenhouse studies to attempt to develop techniques that can be used to select for greater root growth.
 - b. Conduct field studies to develop germplasm with resistance to early, mid, or late season drought stress.

ARS AGREES TO:

1. Conduct research on the following aspects of the project:
 - a. Conduct field studies under rain out shelters to evaluate breeding population for yield and aflatoxin contamination under heat and drought stress conditions.
 - b. Conduct growth chamber studies to determine if minimum epidermal conductance can be used to select for improved water use efficiency in peanut.

MUTUAL AGREEMENTS:

1. See applicable Provisions on the website:
<http://www.afm.ars.usda.gov/agreements/partnership.htm>.
2. Correspondence and documentation submitted by the Cooperator to the ADODR in reference to this agreement should cite Agreement No. 58-6602-6-0087FN
3. Copies of all correspondence should be forwarded to the ADO at:

USDA, REE, ARS, AFM, EAD
5601 SUNNYSIDE AVE / MS 5110
Room 3-2170B
BELTSVILLE

MD 20705

4. Patents and Inventions:

- a. "Subject Inventions" shall mean any invention conceived or first reduced to practice under this Agreement, and which is patentable or otherwise protectable under Title 35 of the United States Code, under Section 2321 of Title 7 of the United States Code, et seq., or under the patent laws of a foreign country.
- b. Each party shall promptly make written disclosure to each other of each Subject Invention, said information shall be treated in confidence by the receiving party until such time as a patent is applied for by the other party.

**Agricultural Research Service
Agreements Information Management System
Statement of Work**

c. Each party shall provide, when requested by the other, all information in its possession pertaining to a Subject Invention which may be necessary or useful in the preparation, filing, and prosecution of patent applications covering the Subject Invention.

d. Publication and/or oral disclosure of Subject Inventions shall be delayed in order to preserve the United States and/or foreign patent rights, PROVIDED said patent protection shall be promptly and diligently sought.

e. All rights, title, and interest in any Subject Invention made solely by employee(s) of ARS shall be owned by ARS.

f. All rights, title, and interest in any Subject Invention made solely by at least one (1) employee of ARS and at least one (1) employee of the Cooperator shall be jointly owned by ARS and the Cooperator.

g. All rights, title, and interest in any Subject Invention made solely by employees of the Cooperator shall be owned by the Cooperator.

4. Either party shall be free to furnish such equipment as may be needed. Equipment provided by the Federal Government shall remain the property of the Federal Government, subject to its removal or other disposition at any time. Equipment provided by the Cooperator shall remain the property of the Cooperator, subject to its removal or other disposition at any time.

5. This Agreement is to define in general terms the basis on which the parties concerned will cooperate and does not constitute a basis for financial obligations or expenditures. Each party will handle and expend its own funds. Any and all expenditures from Federal funds made in conformity with the plans outlined in this Agreement must be according to Department and ARS rules and regulations and, in each instance based upon appropriate fiscal documents, such as lease, contract, purchase order, letter of authorization, etc.

6. The responsibilities assumed by the cooperating parties are contingent upon funds being available from which the expenditures may be legally made.

7. This Agreement may be modified or discontinued at the request of either party. Requests for termination or any change shall be submitted to the other party for consideration not less than 60 days prior to the desired effective date of the termination.

8. Copies of all correspondence and documentation concerning this Agreement shall be sent by the originating party to the Authorized Departmental Officer.