

# MEMORANDUM OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL CENTER FOR AGRICULTURAL RESEARCH IN THE DRY AREAS  
AND

INSTITUT NATIONAL DE LA RECHERCHE EN GENIE RURAL, EAU ET FORET  
(INRGREF)

This Memorandum of Understanding ("MoU") is made and entered into by and between the International Center for Agricultural Research in the Dry Areas ("ICARDA") and the Institut National de la Recherche en Génie Rural, Eau et Forêt, ("INRGREF"), concerning cooperation in **conducting research activities in Tunisia**.

WHEREAS ICARDA, an autonomous non-profit international research center established in 1977 with headquarters in Beirut, Lebanon, is a member of the CGIAR Consortium of International Agricultural Research Centers;

WHEREAS ICARDA's mission is to contribute to the improvement of livelihoods of the resource-poor in dry areas by enhancing food and nutritional security and alleviating poverty through research and partnerships to achieve sustainable increases in agricultural productivity and income, while ensuring the efficient and more equitable use and conservation of natural resources;

WHEREAS ICARDA works through a network of partnerships with national, regional and international institutions, universities, non-governmental organizations and ministries in the developing world and is committed to the advancement of agricultural research; free exchange of germplasm and information for research; protection of intellectual property rights, including indigenous knowledge of farmers; and poverty alleviation, particularly among women and children;

WHEREAS INRGREF is the national research institute of rural engineering, water and forests in Tunisia. For more than 20 years, it is conducting research activities, participating in establishing the governmental policies, hosting researches and students for research projects. INRGREF expertise in research management in Tunisia is very useful to ICARDA to implement its research activities in Tunisia more efficiently and widen their partnership area.

THEREFORE, the parties, having common goals and expressing their mutual desire to cooperate in agricultural research and human capacity building, have agreed to formalize their relationship in accordance with the following Articles.

## 1. COMMENCEMENT AND DURATION

The MoU shall enter into effect on the date of the last signature and shall remain in effect unless it is amended accordingly in writing (clause 9.2) or terminated in accordance with clause 8.

## 2. EXCHANGE OF INFORMATION

- 2.1. The parties will exchange information on the extent, scope and magnitude of their research and training programs in the areas of mutual interest.
- 2.2. The parties shall exchange information and knowledge in areas of mutual interest in the form of newsletters, publications and other media.

- 2.3. Each party shall invite the other to participate in scientific meetings, conferences, workshops and seminars that it holds and which are related to their common activities.
- 2.4. The parties will cooperate in organizing scientific conferences, workshops, and specialized seminars in areas of mutual interest.

### **3. RESEARCH AND CAPACITY BUILDING**

- 3.1. In accordance with specific agreements between the two parties and according to their personnel and budgetary limitations, {name} and ICARDA will promote cooperation in research through exchange visits, consultations, and joint studies in areas of mutual interest, including but not limited to:
  - 3.1.1. Develop, design and implement a collaborative program for scientific research where the resources of both organizations can be utilized more effectively;
  - 3.1.2. Develop project proposals for capacity building of the NARS in Tunisia through graduate training;
  - 3.1.3. Share and exchange materials under appropriate Material Transfer Agreements (MTAs);
  - 3.1.4. Organize activities of mutual interest including, conferences, workshops and training courses in fulfillment of their missions; and
  - 3.1.5. Promote visits by scientists, students, and post-docs and exchange of documents and scientific information between the two institutions.

### **4. COORDINATION**

- 4.1. The parties shall meet at least once a year if feasible to discuss areas of cooperation, to develop work plans that describe more specifically the activities to be carried out under a cooperative program, and to establish the specific procedures for implementation of those agreed activities. Where possible, these meetings will be scheduled to coincide with other meetings in the region associated with the cooperation.
- 4.2. The recommendations from these meetings shall be submitted to the senior management of both parties for their review and approval.
- 4.3. The parties will collaborate in developing joint research proposals and cooperate in soliciting external funding for joint research projects.

### **5. COLLABORATIVE AGREEMENTS**

- 5.1. The parties shall collaborate in developing joint research proposals and projects through legally binding collaboration agreements.
- 5.2. The parties shall select, develop, plan and jointly implement the specific activities through such agreement which shall *inter alia* specify.
  - 5.2.1. The project's objects and duration;
  - 5.2.2. The contributions and responsibilities of each party;
  - 5.2.3. The amount and source of funding, including schedule of payment and reporting;
  - 5.2.4. The intellectual assets and intellectual property ownership issues;
  - 5.2.5. Publication rights and arrangements;
  - 5.2.6. Data sharing and Open Access in keeping with the [CGIAR Open Access and Data Management Policy](#);
  - 5.2.7. The rights and obligations of each party; and

- 5.2.8. Any other provisions as may be relevant and/or applicable.
- 5.3. The parties specifically acknowledge and agree that this MoU does not entail any funding obligation, in particular that:
- 5.3.1. Either party may decide to provide financial or in-kind support to individual projects on a case-by-case basis;
  - 5.3.2. The parties will jointly and separately seek funding from third parties to support activities to be carried out under this MoU;
  - 5.3.3. The parties agree to assist one another with joint applications to funding sources for financial support of this cooperation and exchange; and
  - 5.3.4. Implementation of specific collaborative programs will depend upon the availability of funds.

## **6. MANAGEMENT OF INTELLECTUAL ASSETS**

- 6.1. This MoU does not affect the ownership of any intellectual property that the parties had before this MoU ("Background Intellectual Property") and such Background Intellectual Property shall remain the property of the party that contributes it to the collaboration.
- 6.2. The parties agree to grant one another, non-exclusive, royalty-free licenses to use their Background Intellectual Property which will need to be shared and exchanged to allow themselves to carry out the collaboration.
- 6.3. The parties shall agree the way in which any intellectual property developed from any collaboration between the parties shall be owned and shared.
- 6.4. The parties agree that the results of ICARDA's research are available as international public goods to the international research community for research and education purposes for the benefit of developing countries. As a member of the CGIAR Consortium of International Agricultural Research Centers, ICARDA's intellectual property is managed in accordance with the [CGIAR Principles on the Management of Intellectual Assets](#).
- 6.5. The parties agree that to ensure that ICARDA complies with its international obligations like the International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA) all germplasm transferred from ICARDA to the other party shall be accompanied by a Standard Material Transfer Agreement (SMTA).

## **7. TERMINATION**

Either party may terminate this MoU by giving at least three months prior written notice to the other party.

## **8. MISCELLANEOUS**

- 8.1. This MoU does not obligate either party to work exclusively with the other on any project.
- 8.2. Any amendment to this MoU shall be effective only if in writing and signed on behalf of each party by a duly authorized signatory.
- 8.3. This MOU is intended to set forth the general understanding of the parties with respect to the subject matter (proposed collaboration) herein, and is intended to, contractually bind the parties.

As agreed by the contracting parties and signed by their authorized representatives as shown below,

Signed:

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

INRGREF

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: Mahmoud Solh  
\_\_\_\_\_

Title: Director General  
\_\_\_\_\_

International Center for Agricultural Research  
in the Dry Areas

Date: \_\_\_\_\_