

**AGREEMENT**  
**BETWEEN**  
**THE CHINESE ACADEMY OF AGRICULTURAL SCIENCES**  
**AND**  
**THE INTERNATIONAL MAIZE AND WHEAT IMPROVEMENT CENTER**

**PREAMBLE**

An agreement is entered into between the Chinese Academy of Agricultural Sciences (hereinafter referred to as CAAS) and the International Maize and Wheat Improvement Center (hereinafter referred to as CIMMYT).

WHEREAS, wheat and maize are vital food and/or feed crops, the development of improved technologies for increasing the quantity, quality, and sustainability of these crops are of considerable importance to the People's Republic of China;

WHEREAS, CAAS with its headquarters in Beijing is charged with the responsibility of taking part in and organizing the research and development strategies for agricultural research, including that for wheat and maize, involving many provincial academies and universities, as well as CAAS institutes;

WHEREAS, CIMMYT, an international organization with its headquarters at El Batan, Mexico, supported by the Consultative Group of International Agricultural Research (CGIAR), is mandated to conduct global research on wheat and maize as its major activity;

WHEREAS, the Ministry of Agriculture of the People's Republic of China has authorized CAAS to assume responsibility for the cooperation between China and CIMMYT;

NOW THEREFORE, the Chinese Academy of Agricultural Sciences and CIMMYT, inspired by the common objectives to promote and accelerate the progress of research and training for the scientific improvement of wheat and maize for China and other countries of the world, have decided to enter into this Agreement.

1997/09/25

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## ARTICLE I

In order to further develop the People's Republic of China/CIMMYT partnership, the two parties have decided generally to:

- a. Establish an CIMMYT Liaison Office in Beijing;
- b. Continue existing scientific and technical cooperation, and where feasible and in the mutual interest of the concerned parties, to expand those activities;
- c. Openly exchange germplasm and breeding materials for research purposes;
- d. Facilitate the exchange of scientists;
- e. Facilitate the publishing and exchange of scientific literature, information, and methodologies that expedite research cooperation;
- f. Grant scholarships, when possible, to Chinese scientists and other national wheat and maize program personnel for various levels of training in China, Mexico, or elsewhere in the world;
- g. Openly share, for purposes of research, scientific information developed through program activities;
- h. Collaborate in any other related activities that will ensure the success of joint research and training programs covered under this agreement.

## ARTICLE II

Subject to personnel and budgetary limitations, CIMMYT will:

- a. Employ and base in China a qualified senior Chinese scientist as CIMMYT's Liaison Officer to lead and coordinate the joint research program. The Liaison Officer selected by CIMMYT will be subject to a one-year initial probationary period, and will undergo an annual performance evaluation thereafter conducted jointly by CIMMYT and CAAS. After three years, the Liaison Officer's appointment will be reviewed. Renewal of the incumbent for a subsequent three-year employment horizon will be decided at that time.
- b. Provide visiting scientists, expatriate resident scientist, and consultations by CIMMYT staff not based in China and/or from other research institutions to advise on, assist in, and/or manage activities pursued under the collaborative research program;
- c. Employ scientific and supporting staff for the Liaison Office through CAAS, and pay salaries and other remuneration in accordance with the rules and regulations of both CIMMYT and the Government of the People's Republic of China;
- d. Purchase normal essential office equipment, including furniture, computers, laser printers, a fax machine, a photocopying machine, Email installation, etc.);
- e. Cover all cost involved in the operation of its Liaison Office, including staff travel, vehicle operation and maintenance fees, communication, office supplies, and other materials and services;
- f. Provide experimental wheat and maize germplasm requested by national scientists;

- g. If possible, provide scholarships for short-term professional training and for graduate studies, and help finance travel and per diem for Chinese scientists to participate in training courses, workshops, symposia and conferences within or outside of China;
- h. Seek funding for research projects on topics of priority to both China and CIMMYT as may be mutually agreed upon.

### ARTICLE III

Subject to personnel and budgetary limitations, CAAS will:

- a. Provide adequate office space and vehicle garage space for the Liaison Office, as well as appropriate housing and other benefits for CIMMYT/CAAS staff employed by the office;
- b. Identify, in consultation with CIMMYT, potential candidates for the position of Liaison Officer, and make recommendations to CIMMYT for staffing the office;
- c. Assist in arranging the necessary clearances for Chinese scientists to participate in conferences, workshops, and other related program activities in China or elsewhere in the world as requested by CIMMYT;
- d. Assist in arranging the necessary clearances for visits of CIMMYT scientists to China to conduct or otherwise participate in the collaborative research program;
- e. Assist in arranging for clearance, free of customs duties or other taxes, of personal and household effects, goods, and supplies for personal and family use of expatriate CIMMYT staff members resident in China, in accordance with the regulations of Chinese Customs;
- f. Assist with the importation of laboratory supplies and chemicals, scientific equipment, computer equipment, field machinery, office and laboratory furnishings, and vehicles exempt from payment of customs duty or other taxes in accordance with the regulations of Chinese Customs;
- g. Coordinate and facilitate the movement of maize, wheat, triticale, and other germplasm into and out of China as required by CIMMYT and CAAS in furtherance of the joint research program and in accordance with Chinese regulations, subject to normal quarantine procedures.

### ARTICLE IV

The primary functions of the CIMMYT Beijing Liaison Office will be:

- a. To coordinate the joint CIMMYT/CAAS research program and activities in China;
- b. To assist with identifying Chinese scientists for attendance at training courses, workshops, symposia, and conferences within or outside China;
- c. To make arrangements for the visits of CIMMYT scientists to China;

- d. To assist with organizing workshops and other activities sponsored by CIMMYT in China;
- e. To translate major CIMMYT publications and other information products into Chinese, and organize the printing, duplication, and/or distribution of those products within China;
- f. To undertake any other related activities as agreed upon by CIMMYT and CAAS.
- g. Note that the above functions, or any of the other articles in this agreement, do not preclude the possibility of the CIMMYT Beijing Liaison Office becoming a regional CIMMYT Office, should such a change be warranted and jointly agreed to by CIMMYT and CAAS.

#### ARTICLE V

CIMMYT and CAAS agree that:

- a. Both institutes are engaged in research and other activities that are intended to produce national and international public goods, to and for the benefit of wheat and maize farmers in China and throughout the developing world;
- b. Such products as superior genetic material, improved research and production methods, and new scientific knowledge accruing or arising from this cooperative effort may be used by either or both parties with due recognition of each others contributions;
- c. Either party may freely use germplasm and breeding materials exchanged under or emanating from this program, but will give full credit to the source of the genetic material;
- d. Publication of research findings may be done jointly or separately, as determined by mutual agreement, but either party publishing any research findings will give due credit to the other party's contributions while at the same time being entirely responsible for published conclusions and/or the interpretation of research results.

#### ARTICLE VI

This agreement will be supplemented by project outlines, work plans, and other addendum which describe more specifically the activities to be carried out or items to be required for this cooperative program and which set forth the envisaged contribution of each party. These project outlines and work plans may originate with either party, but will require the full approval of both parties for implementation.

#### ARTICLE VII

The parties to this agreement may by mutual consent, add, modify, amend or delete any words, phrases, sentences or articles in this agreement.

#### ARTICLE VIII

In relation to the above, both parties agree that all operations within China shall conform to the rules and regulations of the Government of the People's Republic of China.

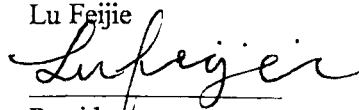
#### ARTICLE IX

An existing work plan for collaboration on wheat improvement and management between CIMMYT and CAAS, signed on July 3, 1995, shall serve as one attachment to this Agreement. Other attachments will include an agreement between CIMMYT and CAAS for the exchange of maize, wheat, triticale, and related germplasm, as well as an agreement between CIMMYT and CAAS regarding the importation of personal and Liaison Office articles free of customs duties and other taxes.

When signed, this Agreement shall be effective until either party serves written notice to the other of its intention to terminate it, in which event the Agreement shall stand terminated at the end of six calendar months from the date of issue of such notice.

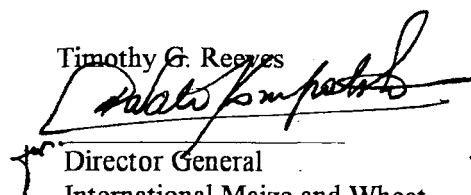
In witness whereof, the parties hereunto have signed this the day \_\_\_\_ of \_\_\_\_\_ in Beijing, People's Republic of China.

Lu Feijie



President  
Chinese Academy of  
Agricultural Sciences  
P. R. China

Timothy G. Reeves



Director General  
International Maize and Wheat  
Improvement Center

25/09/97