

MEMORANDUM OF UNDERSTANDING

between

**CENTRO AGRONOMICO TROPICAL DE INVESTIGACION Y ENSEÑANZA
and
INTERNATIONAL BOARD FOR PLANT GENETIC RESOURCES**

for

**THE ESTABLISHMENT AND OPERATION OF
THE IBPGR SEED HANDLING UNIT, COSTA RICA**

This Memorandum of Understanding is made the first day of June one thousand nine hundred and ninety (1990), between the Centro Agronómico Tropical de Investigación y Enseñanza (hereinafter CATIE) and the International Board for Plant Genetic Resources (hereinafter IBPGR).

WHEREAS CATIE is a civil, nonprofit, autonomous association, scientific and educational in nature. It carries out, promotes and stimulates research, training and technical cooperation in agriculture and natural renewable resources in benefit of the American Tropics, particularly the countries of the Central American Isthmus and the Antilles. The Center was created in 1973 by the Government of Costa Rica and IICA.

WHEREAS IBPGR is an autonomous international scientific organization created by and operating under the aegis of the Consultative Group on International Agricultural Research (CGIAR), with responsibility to promote and coordinate an international network of genetic resources centres to further the collection, conservation, documentation, evaluation and use of plant germplasm and thereby contribute to raising the standard of living and welfare of people throughout the world; and

WHEREAS both CATIE and IBPGR, recognizing that they have common objectives in connection with many different facets of plant genetic resources activities, have determined that the interests of each of them will be advanced by intensified collaboration between them; and also recognizing the interest of CATIE in linkages with the international plant genetic community and the interest of IBPGR in operating its germplasm distribution in the Americas from Costa Rica, both parties have agreed to establish the "IBPGR Seed Handling Unit - Costa Rica" in the manner set forth herein.

Article 1

The "IBPGR Seed Handling Unit - Costa Rica" will be charged with the receipt and distribution of germplasm, principally from Latin America and the Caribbean. It will also provide contingency services to the other IBPGR Seed Handling Units in the United Kingdom and Singapore where these are deemed necessary for the facilitation of the exchange of world germplasm. All activities will be carried out in accordance with the principle of free exchange of germplasm to all who can use it.

Furthermore, the "IBPGR Seed Handling Unit - Costa Rica" will operate within the agreement reached between CATIE and "La Oficina de Cuarentena Vegetal, MAG" (see attachment I), and all future plant quarantine regulations as promulgated by the Government of Costa Rica.

The "IBPGR Seed Handling Unit - Costa Rica" will render assistance to CATIE in the importation of seed samples and plant materials as required for their research programme.

The IBPGR will also expect the Seed Handling Unit to expedite and provide back-up services for the IBPGR operation throughout Latin America and the Caribbean.

Article 2

IBPGR will select, in consultation with CATIE, as a member of its staff, a suitable person as the Scientific Officer-in-Charge of the IBPGR Seed Handling Unit - Costa Rica who will hereinafter be referred to as: Head, IBPGR Seed Handling Unit - Costa Rica. The appointment of the Head of the IBPGR Seed Handling Unit - Costa Rica will be as a CATIE contract at a suitable level as agreed to by IBPGR.

Article 3

The Head of the "IBPGR Seed Handling Unit - Costa Rica" will be responsible for: the full time operation of the Seed Handling Unit under the general direction of the IBPGR Headquarters in Rome. The Head will also be obligated for the reception of seeds and plant materials sent by IBPGR, principally from sources within Latin America and the Caribbean region, but occasionally from other parts of the world; the processing and repackaging of the seeds; and the despatch of the seeds to the genebanks and research institutions as designated by the IBPGR Headquarters.

Article 4

The Head of the "IBPGR Seed Handling Unit - Costa Rica" will operate under the terms and conditions governing the rights, privileges and obligations of the staff of CATIE. However, when requested to travel overseas by IBPGR the Head of the Seed Handling Unit will do so in accordance with the rules and regulations of IBPGR.

Article 5

From time to time the "IBPGR Seed Handling Unit - CATIE" will be required to administer and supervise related IBPGR concerns as instructed by IBPGR Headquarters. These include such things as the organization of regional and technical meetings, the distribution of IBPGR publications and overall act as a focal point for plant genetic resources' activities in the region.

Article 6

The IBPGR will provide: funds for the establishment of the IBPGR Seed Handling Unit - Costa Rica; funds for the annual operating costs as outlined in Letters of Agreement.

Article 7

The parties to this Memorandum of Understanding agree that this document be promulgated in both English and Spanish, but that the English text will prevail.

Article 8

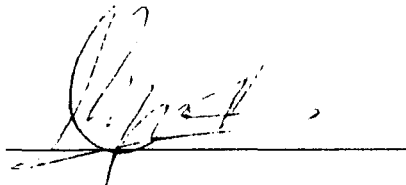
The parties to this Memorandum of Understanding may by mutual consent, add, modify, amend or delete any words, phrases, sentences or articles in this Agreement.

Article 9

This Memorandum of Understanding will take effect from the date of its signature and will remain effective until either CATIE or IBPGR serves notice in writing on the other of the intention to terminate it, in which event this Memorandum of Understanding shall stand terminated at the end of one year from the date of issue of such notice.

In witness whereof the undersigned being duly authorized by their respective organizations have signed this Memorandum of Understanding and attached thereto their seals.

Signed at Turrialba, on the first day of June 1990.



For CATIE
Director General
Centro Agronómico Tropical de
Investigación y Enseñanza
Turrialba
Costa Rica

D.H. van Sloten
Acting Director
The International Board
for Plant Genetic Resources
Rome, Italy

