

**Memorandum of Understanding
between
The Indian Council of Agricultural Research
and the
International Plant Genetic Resources Institute
for
Scientific and Technical Cooperation in Plant Genetic Resources**

This Memorandum of Understanding is made this 19th day of July 1996 between the Indian Council of Agricultural Research having its office at Dr. Rajendra Prasad Road, Krishi Bhavan, New Delhi 110 001, India, a society registered under the Societies Registration Act, 1860 (hereinafter called ICAR) and the International Plant Genetic Resources Institute (IPGRI) having its office in Via delle Sette Chiese 142, 00145 Rome, Italy.

Whereas, IPGRI is the legal successor to the International Board for Plant Genetic Resources (hereinafter called IBPGR), this Memorandum of Understanding supersedes the Memorandum of Understanding between ICAR and IBPGR, signed in New Delhi on 23rd November, 1987. The termination of the MOU between ICAR and IBPGR will not act the validity or duration of the workplans, projects or activities being undertaken thereunder;

Whereas, ICAR is a society established by the Government of India charged with the responsibility in India to undertake, aid, promote and coordinate agricultural and animal husbandry education, research and its application in practice, and to act as a clearing house of information not only in regard to research but also in regard to agricultural and related matters generally and to do all other things as it may consider necessary, incidental, and conducive to the attainment of these objectives, including the collection, utilization and conservation of India's plant genetic resources for which purpose it has set up a nodal organization known as National Bureau of Plant Genetic Resources (hereinafter called NBPGR);

Whereas, IPGRI is an autonomous international scientific institute, operating under the aegis of the Consultative Group of International Agricultural Research (hereinafter called CGIAR), and established on 9 October 1991 with the responsibility to advance the conservation and use of plant genetic resources for the benefit of present and future generations;

Whereas, both ICAR and IPGRI, 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;

NOW THEREFORE ICAR and IPGRI have decided to enter into this Memorandum of Understanding in order to promote such intensified collaboration, through a long-term collaborative programme, in the manner set for herein.

Article I

In order to achieve a fruitful measure of cooperation, both the parties have decided generally on:

- a) exchange of Scientists and Technologists;
- b) exchange of germplasm and breeding material;

MOU/ICAR/IPGRI/6635/96

- c) exchange of scientific literature, information and methodology;
- d) import and export of scientific equipment.

In furtherance thereof, the following steps shall be taken by both the parties for the implementation of this decision:

- i) establishment of mutual relations between the scientific and technical divisions of the Organization of the respective parties;
- ii) creation of facilities for exchange of Scientists, Technologists and Experts and their proper placement;
- iii) granting of fellowships to Scientists and Students.

Article II

IPGRI will provide, subject to personnel and budgetary limitations:

- a) consultancies from the IPGRI staff or other research Institutes to advise and assist the research effort of ICAR as may be mutually agreed upon;
- b) resident expatriate research specialists if and when required by ICAR;
- c) visiting Scientists as may be mutually agreed upon;
- d) travel funds to enable Indian Scientists to attend research conferences, symposia, etc, at IPGRI or such other place where an international conference of interest to Scientists in the field may be held;
- e) scholarships for training, post-graduate studies for experiments and large scale adaptive trials and demonstrations;
- f) seed material in quantities necessary for experiments and large scale adaptive trials and demonstrations;

- g) research equipment, literature and supplies not available in India.

Article III

ICAR will provide, subject to personnel and budgetary limitations:

- a) facilities for office, laboratory and land for research activity, as may be mutually agreed upon;
- b) scientific and necessary supporting staff for the cooperative projects, as may be mutually agreed upon;
- c) supplies and equipment available in India, as may be mutually agreed upon.

Article IV

- a) Benefits such as improved breeding material, machinery, design and techniques, accruing or arising from this cooperative effort may be used by either or both parties, with due recognition of each party's contribution;
- b) research findings will be published in the public interest, if mutually agreed upon;
- c) the publications may be joint or separate as may be determined in each case. In case of failure to agree on the method of publication, except annual reports, the party desirous of publishing the findings separately may do so after having submitted the proposed manuscript to the other party and a period of not less than three months have lapsed from the date of receipt of the said manuscript by the other party and having considered any comments and suggestions offered by the other party;
- d) either party publishing any research finding will give credit to the other party's contribution but shall at the same time, be entirely responsible for the conclusions and interpretations reported;

- e) exchange of breeding materials, germplasm, etc., will be freely made between IPGRI and ICAR, with due recognition giving the source of the said material. This will be subject to due observance of quarantine regulations in India and Italy. Either party may use such materials freely in its own or cooperative programme but will give full credit to its source of origin.

Article V

In order to facilitate the implementation of the cooperative undertakings envisaged in this MOU, ICAR will:

- a) arrange for payment of duties and for obtaining customs clearance on agreed items of equipment, instruments and supplies imported by IPGRI in consultation with ICAR in support of the cooperative programme in India.
- b) extend invitations without any financial liability to ICAR, to participate in workshops subject to clearance of the individuals concerned by the Government of India;
- c) assist in arranging the necessary clearances for Indian scientists to participate in conferences and workshops and other related programme activities arranged by IPGRI;
- d) in the case of expatriate staff members assigned to India under this MOU, ensure that they will not be subject to payment of Indian income-tax.

Article VI

ICAR and IPGRI may name any Member of its staff to work out the practical details of cooperation between the two organizations and in general to ensure the proper and effective implementation of this MOU.

under this cooperative programme and which set forth the envisaged contributions of each party. These workplans may originate with either party but will require the full approval of both parties for implementation. It is further agreed that IPGRI may locate a person or persons in India or name an Agency in India as may be mutually agreed upon to support the effective implementation of this MOU by IPGRI.

Article VIII

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

Article IX

The MOU shall be effective until either party serves notice on the other of its intention to terminate it, in which event, the MOU shall stand terminated at the end of one calendar month from the date of issue of such notice.

Both the parties have agreed to enter into this agreement through exchange of letters and the agreement shall be effective from the date of signing by both the parties ie., the Indian Council of Agricultural Research (ICAR) and International Plant Genetic Resources Institute (IPGRI).



For the Indian Council of
Agricultural Research



For the International Plant
Genetic Resources Institute

Date 10.7.1996

Date 19.7.96