

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INDIAN COUNCIL OF AGRICULTURAL RESEARCH
AND
THE INTERNATIONAL BOARD FOR PLANT GENETIC RESOURCES
FOR
SCIENTIFIC AND TECHNICAL COOPERATION IN PLANT GENETIC RESOURCES

This memorandum of understanding is made this 23rd day of November, 1987, between the Indian Council of Agricultural Research having its office at Dr. Rajendra Prasad Road, Krishi Bhavan, New Delhi-110001, a society registered under the Societies Registration Act, 1860 (hereinafter called ICAR) and the International Board for Plant Genetic Resources having its office at the Food and Agriculture Organization of the United Nations, via delle Terme di caracalla, 00100 Rome, Italy (hereinafter called IBPGR).

WHEREAS ICAR is a Society established by the Govt. 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, utilisation and conservation of India's rich crop of genetic resources for which purpose it has set up a centre known as National Bureau of Plant Genetic Resources (hereinafter called NBPGR).

WHEREAS IBPGR is an autonomous international scientific organisation created by and operating under the aegis of the Consulta-

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tive Group on International Agricultural Research (CGIAR) with responsibility (acting in cooperation with the Food and Agriculture Organisation of the United Nations (FAO) 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 ICAR 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;

NOW THEREFORE ICAR and IBPGR have decided to enter into this Memorandum of Understanding in order to promote such intensified collaboration in the manner set for the herein.

ARTICLE I

(a) The parties hereto will develop a long term collaborative programme to be specified in and executed through a series of specific workplans each of which will be in effect for a period of two years, unless otherwise decided by both the parties.

(b) Each workplan will consist of a set of specific projects or activities on which both parties agree to collaborate. In the case of each such project or activity, the workplan will specify the operating and financial responsibilities to be undertaken by ICAR and the assistance to be provided by IBPGR, whether in the form of technical

assistance, financial assistance or supply of equipment. The IBPGR's responsibility for supporting each such project or activity will be specifically reflected in the respective workplan.

(c) Specific projects or activities to be included within the workplan may include research projects; training programmes, within India or abroad, for Indian scientists or technicians; collecting expeditions; the development, improvement or expansion of germplasm conservation facilities within India; characterization, evaluation and/or documentation of germplasm held within India; and any other type of specific project or activity which may be of high priority to the achievement of the common objectives.

(d) The person(s) or agencies responsible for each specific project or activity included within a workplan will be identified and, to the extent feasible, so will be other person(s) or agencies who are expected to play significant roles in implementing the project or activity.

(e) Provision will be made in connection with each project or activity included within a workplan for periodic progress reports and a completion report to be submitted to both ICAR and IBPGR.

ARTICLE 2

(a) The parties envisage that the following steps will be taken in connection with the development of each workplan:

i) After appropriate consultation with ICAR, IBPGR will determine and advise ICAR of the ceiling amount of finance which it is able and willing to devote to the workplan under consideration.

ii) ICAR will then prepare a set of specific projects or activities which it proposes to include in the workplan within the ceiling amount determined by IBPGR pursuant to sub-paragraph(i).

iii) Thereafter, representatives of ICAR and IBPGR will meet to develop an agreed workplan.

iv) The workplan as so agreed will then be submitted for approval to the IBPGR Board of Trustees or Executive Committee, as the IBPGR may determine, and will similarly be submitted for approval to the ICAR. The workplan will become effective when so approved by both the parties.

(b) Whenever ICAR or IBPGR considers it necessary or advisable, appropriate representatives of the two parties will discuss issues of importance for the implementation of the workplan. The parties envisage that at least one such meeting will be held during the life of each workplan.

(c) Either party may at any time propose an amendment either to a current workplan or, if necessary, to this Memorandum of Understanding. Any such amendment will become effective if and when approved by both the parties.

ARTICLE 3

(a) IBPGR will finance the foreign exchange costs of specific projects or activities included in a workplan, up to the ceiling amount specified in the workplan.

(b) ICAR will be responsible for any necessary clearance and release of equipment and/or materials imported into India in connection with

the implementation of any project or activity included within a workplan and any import duty or other similar charges if any will be borne by ICAR.

(c) All projects and activities included within a workplan will be implemented in a manner consistent with the principles and policies followed by IBPGR and ICAR for the conduct of all their programmes, including exchange of germplasm.

(d) ICAR will seek to ensure that all germplasm collected and/or conserved by it pursuant to projects or activities included within a workplan are effectively characterized, evaluated and documented and that full information concerning such germplasm is made available to scientists and genetic resources centres seeking such information for serious scientific purposes.

(e) ICAR will also seek to ensure that conservation, regeneration, documentation and other facilities supported by the IBPGR pursuant to a work-plan are maintained in accordance with the standards approved by the IBPGR for the operation of such facilities.

ARTICLE 4

(a) The parties hereto agree to cooperate on matters in addition to those included within workplans whenever such cooperation is requested by either party and is agreed to by both parties to advance their common objectives. In particular, ICAR will give favourable consideration, to the extent it considers feasible, to any request from IBPGR that an appropriate Indian agency maintain a duplicate collection of genetic resources held in an IBPGR-designated base collection outside of India.

(b) Upon request by ICAR, IBPGR will seek to assist any appropriate Indian genebank or research institution under the aegis of ICAR in obtaining plant genetic material held outside of India by a genebank within the IBPGR's global network.

(c) IBPGR's Field Officer for South and Southeast Asia will be instructed to make his/her services available, to the extent feasible, to help promote any plant genetic resources activity conducted by ICAR or by any other Indian institution which may be considered to be important to the fulfilment of common objectives of both the parties.

ARTICLE 5

(a) The parties agree that the "IBPGR Field Officer for South and Southeast Asia" will, at least for the next 5 years, be stationed in New Delhi.

(b) ICAR will extend requisite local assistance for the effective operation of the IBPGR Field Office.

(c) IBPGR, in consultation with ICAR and the Government of India, will be responsible for the International recruitment and appointment of the IBPGR Field Officer as well as for the eventual termination of his/her contract. IBPGR will bear all costs of salary and related emoluments of the IBPGR Field Office as well as of locally recruited staff for the IBPGR Field Office.

(d) IBPGR will also be responsible for the provision of equipment and supplies for the proper functioning of the IBPGR Field Office and will bear all these costs, as well as covering annual operating expenses of the IBPGR Field Office. It is understood that equipment purchased for the IBPGR Field Office remains the property of the IBPGR.

ARTICLE 6

(a) The parties hereto will establish a joint Steering Committee, which will consist of approximately six members. The composition of the Steering Committees will be mutually agreed upon by ICAR and IBPGR, but will always include the Director of the National Bureau of Plant Genetic Resources (NBPGR) of ICAR and the Director of IBPGR.

(b) The Steering Committee will be responsible for reviewing the overall implementation of the workplans developed under this agreement and will meet once every two years, alternatively in New Delhi and Rome. When the Steering Committee meets in Rome, IBPGR will bear the costs of the attendance (airtickets and per diem) of a maximum of two ICAR members of the Steering Committee.

ARTICLE 7

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.

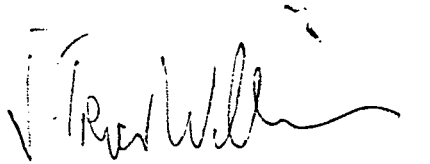
ARTICLE 8

The present Memorandum of Understanding shall enter into force on the date of its signing and shall remain in force for a period of five years unless either party gives a written notice to the other, three months in advance, of its intention to terminate it, in which event this Memorandum of Understanding shall stand terminated at the end of three calendar months from the date of issue of such Notice. In the absence of such notice the MOU will be automatically extended by another 5 years.

The termination of this MOU shall not affect the validity or duration of the workplans, projects or activities being undertaken hereunder, unless otherwise mutually agreed by the parties hereto.

In witness where of the undersigned being duly authorised by their respective organizations have signed this Memorandum of Understanding and affixed thereto their seals.

Done at New Delhi, on the 23rd day of November, 1987, in two originals each in Hindi and English languages, both the texts being equally authentic. In case of any difference in interpretation the English text shall prevail and shall be an operational one.



(J.T. WILLIAMS)
Director, IBPGR
for the International
Board for Plant Genetic
Resources
C/o FAO
Rome, Italy



(N.S. RANDHAWA)
Director General, ICAR for
the Indian Council of
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New Delhi, India