MEMORANDUM OF AGREEMENT

BETWEEN

INTERNATIONAL CENTER FOR AGRICULTURAL RESEARCH IN THE DRY AREAS (ICARDA)

AND

GEORGIA STATE AGRICULTURE UNIVERSITY (GSAU)

CONCERNING

COOPERATION IN THE FIELD OF AGRICULTURAL RESEARCH

This Memorandum of Agreement is made and entered into by and between the International Center for Agricultural Research in the Dry Areas, hereinafter referred to as "ICARDA", and the Georgia State Agriculture University, hereinafter referred to as "GSAU", concerning cooperation in agricultural research.

WHEREAS ICARDA, an autonomous non-profit international research center established in 1977 with headquarters in Aleppo, Syria, is one of the fifteen international research centers supported by the Consultative Group on International Agricultural Research, hereinafter referred to as "CGIAR", which is a strategic alliance of 47 member countries and 17 international organizations that mobilizes science to benefit the poor; and is co-sponsored by the Food and Agriculture Organization of the United Nations (FAO), the International Fund for Agricultural Development (IFAD), the United Nations Development Programme (UNDP) and the World Bank;

WHEREAS ICARDA's mission is to contribute to the improvement of livelihoods in dry areas by enhancing food 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;

WHEREAS ICARDA is the convening Center for the CGIAR Collaborative Program on Sustainable Agricultural Development in Central Asia and the Caucasus, hereinafter referred to as the "CGIAR CAC Program", implemented by a Consortium of eight CGIAR international centers (Bioversity International, CIMMYT, CIP, ICARDA, ICRISAT, IFPRI, ILRI, and IWMI), and three other international research institutions (AVRDC, ICBA and Michigan State University);

WHEREAS ICARDA has established a regional office and a Program Facilitation Unit in Tashkent, Uzbekistan, which coordinates implementation of the CGIAR CAC Program in the entire region of Central Asia and the Caucasus;

WHEREAS ICARDA established sub-regional representation of the CGIAR CAC Program in Tbilisi, Georgia in 2007 to facilitate coordination of the CGIAR CAC Program activities in the Caucasus;

WHEREAS GSAU is the leading and the most traditional agricultural education center of Georgia, which offers a wide range of bachelor, magistrate and doctorate courses in different fields of agriculture and rural development and has a broad agenda of agricultural research, which is highly relevant to development of the country;
THEREFORE, GSAU and ICARDA as the representative of the CGIAR CAC Program and Consortium, 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.

ARTICLE 1: Exchange of Information

1.1 GSAU and ICARDA will exchange information on the extent, scope and magnitude of their research and training programs in the areas of mutual interest.

1.2 The two parties shall exchange information and knowledge in areas of mutual interest in the form of newsletters, publications and other media.

1.3 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.

1.4 The two parties will cooperate in organizing scientific conferences, workshops, and specialized seminars in areas of mutual interest.

ARTICLE 2: Cooperation in Research

2.1 GSAU and ICARDA will promote cooperation in research through:

(a) exchange visits, consultations; and joint studies in areas of mutual interest;
(b) exchange of scientists and modern technologies;
(c) exchange of seed and breeding materials in accordance with the laws in force in Georgia and the International Convention on Biodiversity;
(d) exchange of scientific literature, information and methodologies;
(e) import and export of items relevant to the cooperative research program.

ARTICLE 3: Responsibilities of ICARDA

3.1 In accordance with specific agreements between the two parties and according to its personnel and budgetary limitations, ICARDA will:

(a) provide consultations from research staff of ICARDA and other CGIAR international agricultural research centers in the CGIAR CAC Program to advise and assist on research efforts including degree research;
(b) expatriate foreign scientists to Georgia for long and short terms, if it is required, feasible and funded by the program;
(c) provide training of university scientists and specialists related to topics of mutual interest;
(d) provide seed materials in quantities necessary for experiments, variety trials and demonstrations;
(e) provide research-related equipment, literature and supplies.

ARTICLE 4: Responsibilities of GSAU

4.1 In accordance with specific agreements between the two parties and according to its personnel and budgetary limitations, GSAU will:
(a) provide ICARDA with office facilities, at no charge, for the CGIAR CAC Program sub-regional office in the Caucasus and free access to communication and utilities;

(b) provide facilities and land for collaborative research activities;

(c) provide scientific and necessary support staff including degree students for participation in collaborative research projects;

(d) facilitate the procedures and facilities for the entry into or out of Georgia of all trainees, research staff and visitors concerned with the collaborative program, including assisting in obtaining from the Government of Georgia visas and residence permits for ICARDA and other CGIAR scientists, consultants and visitors;

(e) assist in obtaining authorization from the Government of Georgia for the import into and export out of Georgian territory of such germplasm needed for the implementation of joint research programs, in accordance with international regulations and in observation of quarantine requirements of the legislation in force in Georgia;

(f) assist in obtaining authorization for the import into Georgia of all research and laboratory equipment and supplies and any other materials necessary for any collaborative research programs in accordance with the regulations of the Government of Georgia.

ARTICLE 5: Non-exclusive Cooperation

5.1 GSAU and ICARDA will direct their joint activities towards cooperation with both international and national research institutes and will not oppose efforts of either party to expand cooperation with other stakeholders in the agricultural and non-agricultural sectors.

ARTICLE 6: Cooperation in Joint Research Projects

6.1 GSAU and ICARDA agree to collaborate in developing joint research project proposals and to cooperate in soliciting external funding for joint research projects.

6.2 Any collaborative programs and projects that are subsequently implemented under the framework of this Memorandum of Agreement will be defined through separate and specific protocols, which shall stipulate each project's objects and duration, the nature of the activities to be carried out by each party, the financial aspects and the conditions applicable to each party.

ARTICLE 7: Publications and Intellectual Property

7.1 Research outputs will be published in the public interest upon mutual agreement with obligatory acknowledgement of co-investigators. The two parties will encourage their researchers to develop joint research papers and other publications.

7.2 All research outputs and intellectual property, such as improved breeding materials, technical findings and methods, developed through joint research efforts, will remain the property of both parties and may be used by both parties with equal right, unless otherwise indicated by separate supplementary agreements.

7.3 Each party will not transfer to third parties or sell or commercialize in any form the intellectual property conceived or made during collaborative projects without prior written approval of the other party.
ARTICLE 8: Implementation of the Agreement

8.1 It is further agreed that:

(a) GSAU and ICARDA may name any member of their staff to discuss the details of cooperation between the two parties and to ensure the effective implementation of this Memorandum of Agreement;

(b) This Memorandum of Agreement may be supplemented by work plans, to be developed jointly, which describe more specifically the activities to be carried out under a cooperative research program;

(c) ICARDA may locate a person in Georgia as may be mutually agreed upon to support the effective implementation of this Memorandum of Agreement.

ARTICLE 9: Terms of Agreement

9.1 This Memorandum of Agreement shall enter into effect on the date of signing by official representatives of both parties and shall remain in effect for a duration of five years. It will automatically be extended for a further five years, unless either party notifies the other party in writing of its intention to terminate the Agreement at least six months prior to the expiry date.

9.2 This Memorandum of Agreement may be amended upon written request of either party and by written consent of both parties.

9.3 Any disagreements between the parties that may arise from the interpretation and implementation of this Memorandum of Agreement will be resolved in good faith through consultations and negotiations between the Parties.

9.4 This Memorandum of Agreement is concluded in two originals in both the English and the Georgian language whereby each of the contracting parties shall receive one original, signed by both parties.

9.5 The English language version will be used in all interpretations of this Memorandum of Agreement.

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

Signed:

International Center for Agricultural Research in the Dry Areas (ICARDA)

Dr. Mahmoud Solh
Director General

Date: 16 September 2008

Georgia State Agriculture University

Prof. Gela Javakhishvili
Rector

Date: 16/09/2008