Memorandum of Understanding

Between

The International Crops Research Institute for the Semi-Arid Tropics
and
The Georgian Academy of Agricultural Sciences
in the field of agricultural science.

The International Crops Research Institute for the Semi-Arid Tropics (ICRISAT), based at Patancheru, India, is an autonomous, international, nonprofit, charitable, research organization for science-based agricultural development. It is one of the Future Harvest Centers founded by the Consultative Group on International Agricultural Research (CGIAR). ICRISAT works to improve the farming systems of the semi-arid tropical (SAT) areas of the developing world through integrated genetic and natural resource management strategies, including genetic conservation and improvement of five crops that are particularly important in the diets of the poor: sorghum, pearl millet, groundnut, chickpea and pigeonpea. ICRISAT carries out its mission by forming research partnerships with governmental, and private sector organizations in developing countries, and linking these partners to advanced research institutions worldwide.

The Georgian Academy of Agricultural Sciences (GAAS), based at Tbilisi, Georgia, is an autonomous, government research organization, which unites 13 Research Institutes.

ICRISAT and GAAS (hereinafter referred to as "Parties"), expressing mutual desire to develop cooperation in the field of agricultural science, hereby enter into this MoU and agree to cooperate as detailed hereunder:

Article I

For the achievement of a fruitful cooperation, the Parties will carry out:

1) exchange of scientists and specialists
2) exchange of seed and breeding materials in accordance with the laws in force in India and Republic of Georgia and with the International Convention on Biodiversity
3) exchange of scientific literature and information.

It is hereby agreed between both the parties that this MoU would be followed by other Memoranda of Agreement (MoA) on a case-by-case basis on the specific collaboration, by including the costs involved with mutual agreement.
Article II

In accordance with specific agreements with Parties and within the limitations of the personnel and budgetary possibilities, ICRISAT will provide:

1) Consultations from ICRISAT staff in raising awareness of funding agencies.
2) Short term visits of ICRISAT scientists to GAAS, and GAAS will cover their travel expenditure.
3) Invitation to GAAS national scientists and specialists of different disciplines for participation in workshops, conferences, symposia and training courses.
4) Seed material for experiments and adaptive trials.
5) Scientific literature.

Article III

GAAS, within the limitation of personnel and budgetary possibilities, will provide:

1) Facilities and land for research activities.
2) Scientific and necessary supporting staff for projects.
3) Procedures and facilities for the entry of ICRISAT staff, trainees and scholars concerned with the ICRISAT program, into Georgia.
4) Authorization for unrestricted export of germplasm to and from Georgia for the process of implementation of joint programs with ICRISAT, in accordance with international regulations and quarantine procedures in force.

Article IV

1) The Parties recognize the importance of Intellectual Property as a component part of the agricultural research agenda. The Parties reserve any and all Intellectual Property Rights, without limitation discovered or produced as a result of the cooperation related to this agreement. The Parties will make available to their developing country partners, results of activities by the most appropriate mechanism, which may include seeking of statutory IP protection where appropriate. No information or invention developed as a result of this cooperation will be protected through any form of statutory or non-statutory intellectual property right mechanism by either collaborator without express written approval from the other.
2) During the course of research assignment with ICRISAT and after its completion, all staff and students assigned by GAAS will be required to abide by the ICRISAT’s and GAAS’s policy on Intellectual Property Rights.
3) The exchange of materials for research as per Article II.4 under this MoU will be carried out following the Material Transfer Agreements, as applicable.
Article V

1) Benefits such as improved breeding materials, machinery, designs 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.

2) Results from collaborative research may be used by either or both parties with due recognition of each party’s contribution.

3) Research findings as a result of the joint collaborative work of the two parties will be published in the public interest.

4) Research findings published by either party will give credit to the other party’s contribution, but the party publishing them will be entirely responsible for the conclusions and interpretation reported.

Article VI

1) Changes and additions, cleared by the respective protocols by the parties, which are integral part of this MoU, can be introduced with mutual agreement.

2) This MoU will be in effect initially for a period of 5 (five) years from the date of signing by both the parties. Either party may terminate the MoU by written notification signed by the appropriate official of the institution initiating the notice. Such notice must be received by the other party 90 days (3 months) prior to the effective termination date.

Signed in two originals in English on the dates shown with the signature.

William D. Dar
Director General
ICRISAT, Patancheru
Andhra Pradesh 502 324, India
Date: 20 SEP 2004

Shota Chalaganiidze
Acting President
GAAS, David Agmashenebeli Alley #13,
Tbilisi, Georgia
Date: 28 SEP 2004