

MEMORANDUM OF UNDERSTANDING (MOU)



This Memorandum of Understanding ("the MoU") is made as of this 22 December 2021, between the **International Livestock Research Institute**, an international research institute with headquarters in Nairobi, Kenya P.O Box 30709-00100 Uthiru, Old Naivasha Road and co-hosted by the Government of Ethiopia in Addis Ababa P.O Box 5689, Addis Ababa ("ILRI") of the one part;

AND

Hawassa University, with its principal place of business at Hawassa town, Ethiopia, P.O. Box 5, of the other part.

ILRI and Hawassa University are jointly referred to as Parties and the term Party means either of them as the context so permits.

WHEREAS

- A. ILRI works with partners worldwide to enhance the roles that livestock play in food security and poverty alleviation, principally in Africa and Asia and is a **CGIAR Research Center**.

ILRI's mission is to improve food and nutritional security and to reduce poverty in developing countries through research for efficient, safe and sustainable use of livestock- ensuring *better lives through livestock*.

- B. The mission of Hawassa University is to advance knowledge, enhance technology creation and transfer, promote effective entrepreneurship, and inculcate a responsible and democratic attitude through training, research, and public services; thereby, contributing to the development of the nation.

- C. The Parties are desirous of entering into this MoU to further their respective missions and objectives as set out in Article 2 below.

Article 1. Commencement and Duration

- 1.1 This MoU shall commence upon signature by both parties and remain in force for 5 years (the "Term") and renew automatically for similar periods unless

earlier terminated in accordance with the provisions of Article 11.

Article 2. Objectives

- 2.1 The Parties' Main Objective under this MoU is to establish a long-term relationship for purposes of exploring their complementary research, institutional development, and capacity building skills to further their respective missions (the "Main Objective").
- 2.2 The Parties' specific objective under this MoU within the framework of the Accelerating Impacts of CGIAR Climate Research for Africa (AICCRA) Project (2021-2023) are to jointly
- Collaborate on the integration of validated best-bet small ruminant Climate Smart Agriculture (CSA) technologies and practices developed by CGIAR and its partners into the course description, course outline, curriculum modules of animal science programs.
 - Support capacity building and collaborate in the co-development of climate smart small ruminant livestock learning sites or villages by our national partner's universities which will be used to demonstrate CSA innovations to build the resilience of small ruminant livestock systems
 - Support capacity building and collaborate with national university partners on climate risk management for agriculture (both crop and livestock systems)
 - Support the co-development and integration of advanced climate change knowledge and studies into the university curriculum modules and course outlines to build capacity and support the country's effort to build adaptive capacity to climate variability and change in crop and livestock systems
 - Collaborate in strengthening university's capacity in the co-development, testing, validation, contextualization, and dissemination of climate smart agriculture technologies and practices for priority crop and livestock value chains including feeds and forage.
 - Support and strengthen the University capacity in the co-creation of digital ag-data hubs, climate information services, climate-informs ag-



advisories, and other decision support tools to build resilience and adaptive capacity in agriculture and mitigate climate change in Ethiopia.

Article 3. CRAs & Research Agreements

- 3.1 The Parties will on a case-by-case basis negotiate and agree on the terms of collaboration for specific joint projects through legally binding agreements including Collaborative Research Agreements (CRAs), Sub-grants, Confidentiality Agreements, Material Transfer Agreements and so forth without there being any implied obligation to enter into any collaboration except by mutual agreement.
- 3.2 The Parties shall select, develop, plan and jointly implement the specific activities through such Agreements.
- 3.3 In the case of Collaborative Research Agreements, it will *inter alia* specify:
- 3.3.1 the title of the specific project to be undertaken;
 - 3.3.2 the specific objectives and procedures of the project;
 - 3.3.3 the contributions and responsibilities of each Party;
 - 3.3.4 the amount and source of funding, including schedule of payment and reporting;
 - 3.3.5 the intellectual assets and intellectual property ownership issues;
 - 3.3.6 data sharing and open access in keeping with the CGIAR and ILRI open access policies.
 - 3.3.7 the special terms and conditions of performance of the CRAs; and
 - 3.3.8 the rights and obligations of each party; and any other provisions as may be relevant and/or applicable.

Such Agreements shall be expressed in English and shall only be effective on the Parties if signed by the duly authorized signatory.

Article 4. IP Management for Global Access

- 4.1 ILRI is committed to the principles of global accessibility of its research outputs as international public goods (IPGs) and as a general means to achieve impact, in line with the CGIAR IA Principles and ILRI IA Policy and any additional Donor requirements, as elaborated hereunder. Global access commitments will survive the term of this Agreement.
- 4.2 In Research Agreements between ILRI and its collaborative partners, the following objectives *inter alia* will be adhered to:-
- a) respect for and sound management of IP in line with global access principles
 - b) that access to outputs of collaborations remain available on a fair and equitable basis with as few restrictions as possible and promptly disseminated.

- c) allow for commercialization where necessary for product delivery and impact.
- d) protection of the parties' confidential information.
- e) Joint publications in compliance with scientific custom for attribution of authorship and acknowledgement.
- f) joint ownership of IP or non-exclusive, irrevocable, world-wide, royalty-free license to use any resulting IP as may be.

Article 5. Funding

- 5.1 This MoU carries no financial commitment on either Party. However, the Parties will endeavor to seek funding sources to support the objectives of this MoU.

Article 6. No Exclusivity

- 6.1 This MoU does not obligate either Party to work exclusively with the other on any project whatsoever and this MoU does not make either Party an agent of the other.

Article 7. Independence of Parties

- 7.1 Neither Party has the authority, either expressed or implied, to enter into any agreement, incur any obligations on behalf of, or commit the other Party in any manner whatsoever, except as is provided in this MoU.

Article 8. Amendments

- 8.1 Variations or amendments to this MoU shall be effective only in writing and signed on behalf of each Party by a duly authorized signatory.

Article 9. Legal Effect

- 9.1 Whereas the Parties intend to be legally bound by Research Agreements, this MoU is entered into in good faith as a basis for establishing institutional collaborations. Accordingly, this MoU is not intended by the Parties to be legally binding upon them and failure to enter into any subsequent Agreements or Projects shall not constitute any breach capable of raising any legal liability on the part of either Party.

Article 10. Notices

- 10.1 Notices or communication may be sent by physical delivery, by registered post at the address set out below or such other address as that Party may provide (for the purposes of this Article).

The addresses are: -

International Livestock Research Institute
Physical Address: ILRI Campus Kabete, Old Naivasha Road, Nairobi, Kenya
Postal Address: P.O. Box 30709-00100, Nairobi
Phone Number: +254204223000
Marked for the attention of: Director-General





Hawassa University
Physical Address: Hawassa town, Ethiopia
Postal Address: P.O. Box 5
Phone Number: +251 462 205311
Marked for the attention of: President

Article 11. Termination

11.1 Either Party may terminate this MoU by giving at least three (3) months prior written notice to the other.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this MOU to be signed in their respective names.

International Livestock Research Institute	
Signed:	
Name:	Jimmy Smith (PhD)
Title:	Director General
Date:	23-12-21

Hawassa University	
Signed:	
Name:	
Title:	Erekagn Yoseph Samago (PhD) College Dean
Date:	

