

Institut National de la
Recherche Agronomique
(INRA)

International Board for Plant
Genetic Resources
(IBPGR)

Centre de Coopération Internationale
en Recherche Agronomique pour le
Développement
(CIRAD)

Institut Français de Recherche
Scientifique pour le Développement
en Coopération
(ORSTOM)

AGREEMENT OF COOPERATION

WHEREAS the International Board for Plant Genetic Resources is interested in research and training in the field of genetic resources, especially the genepools of crop and forage species and other plants of agricultural importance, especially to developing countries.

WHEREAS the Institut National de la Recherche Agronomique, the Centre de Coopération Internationale en Recherche Agronomique pour le Développement and the Institut Français de Recherche Scientifique pour le Développement en Coopération are interested in basic and applied agricultural research and training in France in sub-tropical and tropical regions in general.

WHEREAS the objectives of IBPGR and INRA, CIRAD and ORSTOM are complementary and can be achieved by the implementation of common research and training programmes.

THE FOLLOWING AGREEMENT HAS BEEN CONCLUDED

BETWEEN the International Board for Plant Genetic Resources (IBPGR), c/o FAO of the United Nations - Via delle Sette Chiese 142 - 00145 ROME, ITALY, represented by Dr. G. Hawtin, Director,

on the first part,

AND the Institut National de la Recherche Agronomique (INRA), 145 rue de l'Université 75431 Paris Cedex 07, represented by M. Hervé Bichat, Director General,

The Centre de Coopération Internationale en Recherche Agronomique pour le Développement (CIRAD), 42 rue Scheffer 75116 Paris, represented by M. Henri Carsalade, Director General,

The Institut Français de Recherche pour le Développement en Coopération (ORSTOM), 213 rue La Fayette 75480 Paris Cedex 10, represented by M. Gérard Winter, Director General,

on the second part,

ARTICLE 1 : ORIGIN OF THE AGREEMENT

Within the framework of their respective mandates, the parties will carry out joint research in areas of common interest to improve the efficiency of research and training in plant genetic resources in cooperation with national programs of the developing countries concerned.

ARTICLE 2 : AIM OF THE AGREEMENT

This agreement defines the conditions for cooperation between the parties, which may comprise the following elements :

- a) planning and implementation of joint research and/or training on themes agreed to by the parties ;
- b) exchange or assignment of scientific or other staff for joint programs ;
- c) joint organization of study leave or training visits and other forms of staff development ;
- d) transfer and exchange of scientific and technical information as well as information on the organization of the parties, particularly in the form of publications, scientific reports, and other documents ; and
- e) joint organization or co-sponsoring of conferences, seminars, workshops, courses and training visits.

ARTICLE 3 : PLANNING OF THE COOPERATIVE ACTIVITIES

Cooperation will take one or more of the forms defined in Article 2.

Existing areas of cooperation will be reviewed and new areas agreed upon at a planning meeting held biennially, or more frequently as the parties may agree, at a mutually agreed location.

Each cooperative activity shall have a specific protocol between IBPGR and those of the three French organizations that are interested, setting out themes, aims, duration, procedures and resources to be applied.

These cooperative activities may also be conducted with third parties, for instance, institutions from developing countries that the parties may agree to include among the signatories of the protocol.

ARTICLE 4 : SCIENTIFIC SUPERVISION, GENERAL DISCIPLINE, STATUTES AND DUTIES OF A STAFF MEMBER VISITING OR ASSIGNED TO A PARTNER

4.1

Except in cases when the rules for management of their scientific activities are defined by the specific protocol described in Article 3, the scientists of each party remain under the scientific control of the Institution to which they belong. However, they remain subject to the general rules of discipline applicable in the host Institution, during their stay.

4.2

Their personal administrative status is defined by the statutory regulations applicable in the Institution to which they belong.

Unless otherwise specified by a specific protocol, each organization remains liable with regard to the remuneration and social security of its personnel, insuring them against risk of disease, accident, accident at work in particular, invalidity, or death, in accordance with its own regulations.

Compensation by one or the other party for the travel expenses of the scientist and his family to the host organization will be settled case by case through the specific protocol defined in Article 3, in accordance with the internal rules of each organization.

4.3

Except when the specific protocol defined in Article 3 contains contradictory specifications, each Institution that hosts scientists provides the working facilities in the field, the laboratories and other premises, including technical staff, technical and scientific equipment, field transport, and operating expenses, under the same conditions as applied to its own research personnel. Where appropriate, accommodation and transport will also be provided.

With regard to contractual obligations, the host structure shall ensure the correct working order of any scientific or other material and equipment made available to the scientists it hosts and shall inform the latter of all the relevant safety instructions for their correct use.

As the host structure is in charge of any scientific or other equipment and facilities made available to the scientists it hosts under this agreement and under any protocols stemming from it, and of the materials mentioned in article 2, paragraph d, it is also responsible for their safekeeping and shall consequently take responsibility for and cover any costs arising from their use.

The original structure retains civil liability for its staff whilst in the accomplishment of their duties and shall therefore be responsible for compensation of any damage to persons or property resulting from their activities.

ARTICLE 5 : PROGRESS REPORTS

The research units and supervisory personnel involved in the operations defined by a specific protocol as provided for in Article 3 shall provide the parties with an annual report of progress which will be made available for the meetings defined in Article 3.

ARTICLE 6 : PUBLICATIONS

Publications, reports, and other documents resulting from all activities implemented in accordance with this agreement or a specific protocol, will be published either under the joint names of the participating Institutions or separately with appropriate credit to other cooperating parties.

ARTICLE 7 : DURATION

This agreement is concluded for an initial period of three years, and will be automatically renewed unless one of the participating organizations notifies its desire to terminate, withdraw from, or modify the agreement at least three months prior to the expiry date.

ARTICLE 8 : OWNERSHIP OF RESULTS

8.1

Any technology or methodology developed by and germplasm in the custody of one of the parties, when made available to the other or to an agreed third party in accordance with this agreement, will be accompanied by an inventory mentioning the origin, destination, quantity, type, species, quality and use by the recipient, and of which each party will receive and keep a copy.

8.2

Technologies, methods, and materials made available by one of the parties under the present agreement will remain the property of that party.

Exchanges and loans of techniques and materials will be made free of charge, insofar as they are intended for research purposes only.

8.3

Each party may jointly or independently, provide free of charge or contract to any third party, the results of the research executed in common, and receive just compensation therefore, without opposition from the other.

However, where they contract independently, the parties agree to inform each other mutually and reciprocally how the proceeds of the contract will be used for research.

The practical details for implementation of these principles may be defined in separate agreements, when necessary.

ARTICLE 9 : CONFIRMATION

When the International Plant Genetic Resources Institute (IPGRI) will take the place of IBPGR, it will substitute, legally and fully, for the latter as co-signatory of the Agreement of Cooperation reached with INRA, CIRAD and ORSTOM.

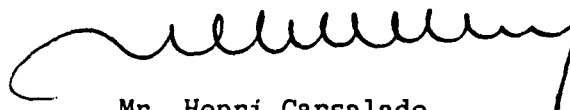
Signed in Paris on **24 DEC. 1991**

The Director of the International
Board for Plant Genetic Resources
(IBPGR)



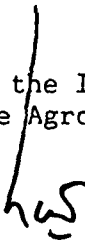
Dr. G. Hawtin

The Director General of the
Centre de Coopération
Internationale en Recherche
pour le Développement
(CIRAD)



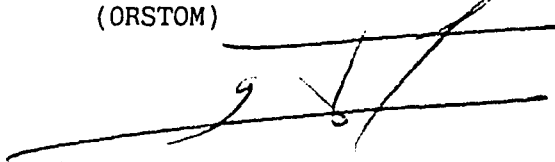
Mr. Henri Carsalade

The Director General of the Institut
National de la Recherche Agronomique
(INRA)



Mr. Hervé Bichat

The Director General of the
Institut Français de Recherche
Scientifique pour le
Développement en Coopération
(ORSTOM)



Mr. Gérard Winter