

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AGENCY FOR AGRICULTURAL RESEARCH AND DEVELOPMENT  
OF THE MINISTRY OF AGRICULTURE

AND

THE INTERNATIONAL CROPS RESEARCH INSTITUTE  
FOR THE SEMI-ARID TROPICS

CONCERNING

TECHNICAL AND SCIENTIFIC COOPERATION

The Agency for Agricultural Research and Development of the Ministry of Agriculture of the Republic of Indonesia, hereinafter referred to as AARD, and the International Crops Research Institute for the Semi-Arid Tropics, hereinafter referred to as ICRISAT;

Considering their common interest in the improvement of grain legumes, cereals and dryland farming systems which presents great potentials for the Indonesian economy;

Pursuant to the prevailing laws and regulations in Indonesia as well as the procedures and policies of the Government of the Republic of Indonesia concerning international technical cooperation.

HAVE AGREED AS FOLLOWS :

**ARTICLE I  
OBJECTIVES**

The objective of this cooperation is to conduct research on the improvement of the grain legumes groundnut, pigeonpea, chickpea, cereals sorghum, pearl millet, and dryland farming system, for optimum farm resource management in the mutually agreed upon areas in Indonesia.

**ARTICLE II  
PROGRAM DIRECTION AND PLAN OF OPERATION**

1. Description of the programs and mechanism of cooperation is further stated in the Program Direction which is set out in an Annex which shall form an integral part of this Memorandum of Understanding (hereinafter referred to as MOU).
2. A detailed description of individual projects or activities under this MOU shall be defined in a Plan of Operation. The Plan of Operation shall be drawn up and agreed to by ICRISAT and AARD and approved by the Government of the Republic of Indonesia through the Coordinating Committee for International Technical Cooperation (hereinafter referred to as CCITC).

**ARTICLE III  
ICRISAT CONTRIBUTIONS**

Subject to the availability of funds, ICRISAT shall contribute to AARD programs through such means as the following:

1. Providing necessary funds and other financial assistance for implementation of this cooperation.
2. Providing expert personnel to transfer their skills, knowledge and technology to Indonesian personnel.
3. Providing degree and non-degree training awards for Indonesian personnel to be conducted in Indonesia or abroad, organizing workshops, and other instructional activities for upgrading the capabilities and skills of Indonesia within the scope of ICRISAT's Training Program.
4. Providing necessary equipment and other materials for the implementation of this cooperation including research supplies, literature and germplasm for experimental purposes and for eventual multiplication for large scale adaptive trials.
5. Providing assistance for professional enrichment and exchange of visits between Indonesia and ICRISAT personnel and scientists for the implementation of the cooperation under this MOU.

#### ARTICLE IV AARD CONTRIBUTIONS

Subject to the availability of funds, and in accordance with prevailing laws, regulations and established procedures in Indonesia, AARD shall :

1. Provide facilities for office, laboratory, equipment and land for research and development activities.
2. Provide partner scientists and necessary supporting staff for this cooperation.
3. Undertake necessary clearance for Indonesia scientists, trainees and scholars to participate in conference, workshop, training programs and collaborative research.

4. Assist in arranging visas, stay permits, exit and re-entry permits, and work permits for the approved ICRISAT expatriate staff and experts assigned in Indonesia under this MOU.
5. Assist in arranging the exemption of the income tax of the approved ICRISAT expatriate staff and foreign experts directly engaged in the project under this MOU.
6. Assist in arranging the exemption of the approved ICRISAT's expatriate staff, experts and projects from customs duties, import duties, and sales tax on goods imposed by the Government of the Republic of Indonesia on taxable goods and services or import of taxable goods for the execution of projects established under this MOU.
7. Assist in arranging the exemption of the approved ICRISAT's expatriate staff from the payment of custom duties, and sales tax on good in respect of bonafide personal effects and essential basic household equipment brought into the Republic of Indonesia for their own use or the use of their dependents.

ARTICLE V  
STATUS OF EQUIPMENT

All equipment and materials provided by ICRISAT as specified in the Plan of Operation of the individual programs or project shall be the property by ICRISAT and used solely for the purpose of implementing the programs. After completion of the programs, the ownership of all equipment and materials shall be transferred to AARD.

## ARTICLE VI

### INTELLECTUAL PROPERTY RIGHTS, RESULTS AND PUBLICATIONS

1. Any intellectual property right brought by one of the Parties for the implementation of the activities under this MOU shall remain the property of that Party. However, that Party shall indemnify that the intellectual property right is not resulted from the infringement of any third party's legitimate rights. Further, that Party shall be liable for any claim made by any third party on the ownership and legality of the use of the intellectual property right which is brought in by the aforementioned party for the implementation of the activities under this MOU.
2. Any intellectual property right, data and information resulting from research activities conducted under this MOU shall be jointly owned by both Parties, and both Parties shall be allowed to use such property for non-commercial purposes free of royalty. Should the intellectual property right, data and information resulted from the activities under this MOU be used for commercial purposes by one Party, the other Party shall be entitled to the royalties obtained from the exploitation of such property on the basis of the principle of equitable contribution. In such a case, the object of the research activities conducted under this MOU shall constitute a part of the party from which the object derives. The value of the object as part of contribution will be measured by taking into account the following factors:
  - the scarcity of the object (the more rarer the object is, the higher its value will be)

- the commercial value of the result of the research (the higher its commercial value is, the higher its worth as part of the contribution will be).
- 3. If either Party wishes to disclose confidential data and/or information resulted from activities under this MOU to any third party, the disclosing Party must obtain prior consent from the other Party before any disclosure can be made.
- 4. Whenever either Party requires the cooperation of another Party outside Indonesia for any commercial undertaking resulting from intellectual property covered by this MOU, this Party will give first preference of the cooperation to the other Party under this MOU, which will be waived, if the other Party is unable to participate in mutually beneficial manner.
- 5. Research findings will be published and disseminated through training and other means in the public interest as mutually agreed upon.
- 6. Scientific publication may be joint or separate as may be determined in each case.
- 7. Either AARD or ICRISAT publishing any research findings will give credit to ICRISAT's or AARD's contribution but, concurrently, shall be entirely responsible for the conclusions and interpretation reported.

**ARTICLE VII**  
**LIMITATIONS OF ACTIVITIES OF ICRISAT AND ITS PERSONNEL**

ICRISAT assures that its personnel engaged in the cooperative program under this MOU will not engage in political affairs or in any ventures or activities in Indonesia outside those stated in the collaborative program without the prior approval of the Government of the Republic of Indonesia through CCITC.

**ARTICLE VIII**  
**AMENDMENTS, INTERPRETATION AND TERMINATION**

1. Any amendment to this MOU can only be made after consultation and by written mutual consent of the AARD and ICRISAT.
2. Dispute concerning the interpretations on application of this MOU shall be settled amicably by consultation or negotiation between AARD and ICRISAT.
3. This MOU shall be effective from the date of its signing and be valid for a period of 5 (five) years from that date and shall be automatically renewed for an additional five years period thereafter, unless terminated or replaced with a new MOU.

4. This MOU may be renewed, extended, altered or terminated by either AARD or ICRISAT by written notice given at least six months in advance. In case the MOU ceases to have effect on account of the termination thereof, the provision of the Plan of Operation shall continue to apply to the extent necessary to secure the completion of existing projects or activities as agreed upon in the Plan of Operation.

IN WITNESS WHEREOF, the authorized representatives, whose names are shown here below, have signed this MOU.

Signed in ..India..... on ~~November...21~~, 1996 in two originals in the English language, both texts being equally authentic.

THE AGENCY FOR AGRICULTURAL  
RESEARCH AND DEVELOPMENT



FAISAL KASRYNO

\_\_\_\_\_  
DIRECTOR GENERAL

THE INTERNATIONAL CROPS  
RESEARCH INSTITUTE FOR  
THE SEMI-ARID TROPICS



JAMES G. RYAN

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DIRECTOR GENERAL



## PROGRAM DIRECTION

### I. The Program

The program of cooperation shall include :

1. Implementation of collaborative project.
2. Exchange of scientists, technologies, and methodologies.
3. Exchange of germplasm and breeding materials.
4. Exchange of scientific literature and information.
5. Import and export of the other items relevant to the collaborative research programs.
6. Collaboration with any research organization in Indonesia.

### II. Mechanism

1. For the purpose of implementation of cooperation under this MOU, AARD and ICRISAT shall establish Executive Committee and Working Group.
  - a. Executive Committee
    - The Executive Committee shall be composed of representatives of AARD and ICRISAT.
    - The functions of the Executive Committee shall be giving advice in matters of concern to AARD and ICRISAT and helping establish linkages for cooperation with institutions and agencies in Indonesia.

b. Working Group

- The Working Group shall be composed of representatives of ICRISAT, AARD and other appropriate Indonesian institutions.
  - The functions of the Working Group shall be formulation the periodic planning of project cooperation and undertaking in monitoring of cooperative program.
  - The periodic planning of project cooperation shall contain detailed descriptions of individual project or activities and shall be set forth in a Plan of Operation.
2. Where funds from ICRISAT and AARD are inadequate to support projects of mutual interest, these projects shall be developed jointly and submitted to appropriate donors for financial support. These projects shall be included as part of the Plan of Operation.
  3. AARD through the Ministry of Agriculture of the Republic of Indonesia shall submit this Plan of Operation to the Government of the Republic of Indonesia through CCITC for consideration and approval.

III. Report

AARD and ICRISAT shall be jointly submit annual and semi-annual reports to the Ministry of Agriculture of the Republic of Indonesia, CCITC and relevant authorities covering:

1. Completed and on-going programs/projects/activities.
2. Difficulties (if any) faced during implementations and unforeseen problems.
3. Financial report regarding expenditures for the programs/projects/activities including equipment and experts' expenses and Indonesian counterparts' expenses.
4. Recommendations.

#### IV. Evaluation

1. AARD and ICRISAT shall each year agree on programs/projects/activities to be evaluated.
2. An evaluation team shall be formed consisting of representatives of the Ministry of Agriculture of the Republic of Indonesia, ICRISAT and other relevant institutions as necessary.
3. The results of the evaluation shall be reported to the Ministry of Agriculture of the Republic of Indonesia and CCITC.
4. Necessary actions taken after the evaluation shall first be discussed with the Ministry of Agriculture of the Republic of Indonesia, and CCITC when necessary.