MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NEW PARTNERSHIP FOR AFRICA'S DEVELOPMENT (NEPAD)

AND

THE INTERNATIONAL AGRICULTURAL RESEARCH CENTERS (IARCs) SUPPORTED BY THE CONSULTATIVE GROUP ON INTERNATIONAL AGRICULTURAL RESEARCH (CGIAR)

08 MARCH 2004
1. INTERPRETATION

1.1 In this agreement, unless the contrary appears from the context, the following words and phrases shall have the meaning ascribed to them as follows:

1.1.1 "NEPAD" means the New Partnership for Africa's Development

1.1.2 "IARCs" means International Agricultural Research Centres

1.1.3 "CGIAR" means Consultative Group on International Agricultural Research

1.1.4 "CDC" means Centre Directors Committee
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sUPPORTED BY THE CONSULTATIVE GROUP ON INTERNATIONAL
AGRICULTURAL RESEARCH (CGIAR)

2. PREAMBLE

This Memorandum of Understanding is entered into and executed by and between

The NEW PARTNERSHIP FOR AFRICA'S DEVELOPMENT (hereinafter referred to as NEPAD), whose Secretariat is located in Midrand, South Africa, of the one part;

and

The International Agricultural Research Centers (IARCs) now numbering 15, supported by the Consultative Group on International Agricultural Research (CGIAR), with headquarters located in Washington DC, USA, are represented by the CENTER DIRECTORS COMMITTEE (CDC) (hereinafter referred to as the CDC), whose chairmanship rotates amongst the Centers and is currently held by the Director General of WARDA-The Africa Rice Center, Côte d'Ivoire, of the other part.

Whereas NEPAD is designed to address the challenges facing the African continent with the primary objectives of (a) eradicating poverty, (b) placing African countries, both individually and collectively, on a path of sustainable growth and development, (c) halting the marginalization of Africa in the globalization process and enhancing its full and beneficial integration into the global economy, and (d) accelerating the empowerment of women.

Whereas the CDC represents a network of fifteen (15) international agricultural\(^1\) research and development centers supported by the CGIAR, located in various continents around the World with the mission (as amended by the Lucerne Declaration and Action Program)

\(^1\) Agriculture in this context refers to crops, fisheries, livestock and forestry.
to contribute, through its research, to promoting sustainable agriculture for food security in developing countries.

Whereas the CGIAR has as its mission to achieve sustainable food security and reduce poverty in developing countries through scientific research and research-related activities in the fields of agriculture, forestry, fisheries, policy and environment.

Whereas both NEPAD and the CDC (as the representative of IARCs) recognize that the challenges for agricultural development in Africa require concerted and thoroughly planned efforts to exploit the opportunities for research, development activities, and technology transfer in order to increase the productivity and profitability of the agricultural sector as an engine of economic growth.

Whereas NEPAD and the CDC, in principle, agree to co-operate and work together in realizing their missions, with the understanding that this agreement constitutes a framework for collaboration between NEPAD and all the CGIAR Centers, individually or collectively.

NOW, THEREFORE, NEPAD and CDC have entered into the present Memorandum of Understanding and agree as follows:

3. TERMS OF THE ASSOCIATION

NEPAD agrees to:

(a) Provide to the CDC and individual CGIAR Centers, where available, technical and financial assistance as well as other resources from Member States for the purposes of promoting agricultural research and development in Africa;

(b) Provide and table before its committees any reports from the CDC or the Centers individually or collectively, which require the attention of such committees;

(c) Provide and facilitate the participation of CDC’s representatives in any relevant official meetings NEPAD convenes to discuss issues related to agricultural
production and development, particularly in the area of technology transfer, economic analysis, research, and agricultural policy development and support.

The CDC agrees to:

(a) Undertake through its network of Centers all functions/tasks as shall be mutually agreed upon by NEPAD and the Centers individually or collectively through programs/projects within the limitations of its resources;

(b) Avail to NEPAD such reports, publications and information related to agricultural research and development in the African continent as shall be required;

(c) Respond to any invitations to participate in NEPAD functions related to agricultural meetings, subject to limitations of resources;

(d) Prepare annual reports on its activities for consideration/information of NEPAD; and

(e) Invite representatives of NEPAD to its annual meetings and other scientific forums as the case may be.

Both NEPAD and the CDC agree to:

(a) Hold jointly organized meetings/workshops, as the case may be, on subjects of mutual interest in the Africa region;

(b) Carry out analytical work separately or jointly and share the results;

(c) Promote public-private partnerships for improving agricultural production in the continent; and

(d) Identify priority areas for attention to increase agricultural production and trade and take necessary steps to make improvements where necessary.
4. MUTUAL RECOGNITION

NEPAD and the CDC agree that in joint activities, full and appropriate recognition shall be given to the contribution of both parties, including acknowledgement in publications and other research outputs in whatever medium. Each Party can freely use data generated through collaborative work between NEPAD and the CG Centers. However, the use of the data by a third party will require prior written approval of both Parties. Furthermore, their respective constituencies will have free access to such data and/or materials.

5. AMENDMENT

This Memorandum of Understanding may be amended with the mutual consent of the Parties in writing. Parties may add, modify, amend or delete any words, sentences or articles deemed relevant or irrelevant at any given time.

6. DISPUTE RESOLUTION

Any disagreement between the Parties in the implementation and execution of this Memorandum of Understanding will be settled amicably by the duly appointed representatives of both NEPAD and the CDC. However, should the initial attempt to resolve any dispute fail, two independent people selected jointly by both Parties will proceed to arbitration, with the decisions from the arbitrator being final.

7. TERMINATION

Any party desirous of terminating this Memorandum of Understanding for cause shall give the other party at least six (6) months notice in writing and such termination will release all the parties of their obligations under this Memorandum, provided that the parties ensure that all on-going projects are, as far as possible, permitted to be completed in an orderly manner within a mutually agreed period.

8. DISCLOSURE AND SHARING OF INFORMATION

Subject to the applicable rules governing disclosure of information, the parties shall:
Share with the other all pertinent information about each operation in which both parties intend to cooperate pursuant to the Memorandum except such information, which either party determines at its own discretion to be confidential;

Periodically and at the request of either party, exchange views with regard to progress in the performance of their respective obligations under this Agreement, as well as other matters related thereto;

Promptly inform each other of any fact which interferes with, or threatens to interfere with, the accomplishment of the purposes of the cooperation, and in particular the performance by either party of its obligations under this Agreement or any related matters; and

Keep confidential all information in accordance with this Memorandum and not disclose any such information to any third party unless permitted in writing by the other party.
Keep confidential all information in accordance with this Memorandum and shall not disclose any such information to any third party unless permitted in writing by the other party.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures

FOR THE NEW PARTNERSHIP FOR AFRICA'S DEVELOPMENT

Name: PROF. WISEMAN NKUHLU
Title: CHAIRMAN, NEPAD STEERING COMMITTEE
Signature: [Signature]
Date: 8th March 2004
Place: Johannesburg

FOR THE INTERNATIONAL AGRICULTURAL RESEARCH CENTERS (IARCs) SUPPORTED BY THE CGIAR

Name: KANAYO F. NWANZE
Title: CHAIRMAN, CENTER DIRECTORS COMMITTEE
Signature: [Signature]
Date: 05 March 2004
Place: Johannesburg
WITNESSED BY:

FORUM FOR AGRICULTURAL RESEARCH IN AFRICA (FARA)

Name: Dr. Abdoulaye Seck
Title: Chairman FARA
Signature:
Date: 25 Mar. 2004

THE CONSULTATIVE GROUP ON INTERNATIONAL AGRICULTURAL RESEARCH (CGIAR)

Name: Francisco Reich Schneider
Title: Director CGIAR
Signature:
Date: 28 April 2004