

MEMORANDUM OF UNDERSTANDING

Between:

The Centre de Coopération Internationale en Recherche Agronomique pour le Développement, a public utility organization, 42 rue Scheffer, 75116 PARIS, FRANCE, on behalf of its Département des productions fruitières et horticoles, hereinafter referred to as CIRAD-FLHOR, represented by its Director, J.P. Gaillard,

And:

the International Plant Genetic Resources Institute, via delle Sette Chiese 142, 00145 ROME, ITALY, hereinafter referred to as IPGRI, represented by its Director general, Dr Geoffrey C. Hawtin,

PREAMBLE

whereas, CIRAD-FLHOR is a research organization specialized in the sector of fruits and horticultural products for tropical and subtropical regions, with special emphasis on the use and genetic improvement of fruits;

whereas, CIRAD-FLHOR offers know-how, scientific and technical support, conducts research programmes, agricultural development operations and training programmes in many countries of Latin America, Asia, Africa and the Pacific;

whereas, IPGRI is an organization dedicated to conserving and utilizing plant genetic resources, especially in, and for developing countries;

whereas, IPGRI and CIRAD-FLHOR objectives are complementary and can be fulfilled through joint research and training programmes;

whereas, IPGRI and CIRAD-FLHOR both intend to enhance their collaborative links to be able to jointly develop research programmes in fields of mutual interest;

whereas, IPGRI and CIRAD-FLHOR are satisfied with the work undertaken under their 2-year Memorandum of Understanding, signed respectively on 11 and 26 July 1994;

Now therefore, both Parties to this Memorandum of Understanding, have agreed as follows:

ARTICLE I - AIM

1. The purpose of the present Memorandum of Understanding is to renew a long-time research collaboration between CIRAD-FLHOR and IPGRI, and to specifically define its contents, conditions and practical terms.

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2. The present Memorandum of Understanding comes within the scope of the Agreement of Cooperation between IPGRI on the one hand and INRA, CIRAD and ORSTOM on the other, signed in Rome on 24 December 1991, hereinafter referred to as the AGREEMENT OF COOPERATION.

3. The present Memorandum of Understanding concerns the appointment of a CIRAD-FLHOR research agent to the IPGRI facilities in Cali, Colombia, in accordance with paragraphs a) and b) of Article 2 of the AGREEMENT OF COOPERATION. In particular the research agent will conduct activities defined in Article III of the present Memorandum of Understanding .

ARTICLE II - AREAS OF COLLABORATION

1. The CIRAD-FLHOR and IPGRI collaboration involves conservation, evaluation and use of fruit germplasm native to tropical America as defined by the regional plant genetic resources networks.

ARTICLE III - DEFINITION OF ACTIVITIES

1. Activities within the areas of collaboration defined in Article II will be carried out by the CIRAD-FLHOR agent posted to the IPGRI office at CIAT in Cali, Colombia. Further details on these activities are given in *Appendix 1*, which forms an integral part of this Memorandum of Understanding.

ARTICLE IV - PARTNER ORGANIZATIONS

1. Activities conducted by the CIRAD-FLHOR agent within the terms of this Memorandum of Understanding could be developed in agreement with IPGRI and various partners, including universities, technical agencies, public or private institutions, Colombian or foreign institutions, bilateral or international organizations.

ARTICLE V - SIGNATORY OBLIGATIONS

1. IPGRI will provide CIRAD-FLHOR with a base where research can be conducted in Colombia under the conditions defined in Article VI. CIRAD-FLHOR will contribute to IPGRI activities as described in Article III and *Appendix 1*.

2. CIRAD-FLHOR and IPGRI will have joint-access to released scientific and technical information derived from their respective activities, in the form of available publications, theses, documents and reports. These data will be managed as set out in Articles 5 and 6 of the AGREEMENT OF COOPERATION .

3. IPGRI will facilitate this collaboration, within the limits of its power, particularly concerning administrative and legal procedures required for import-export of equipment, as well as reception and accommodation of the CIRAD-FLHOR research agent and family. IPGRI will, through its arrangement with CIAT, be responsible for appropriate visas, etc. for the research agent and family.

ARTICLE VI - CONTRIBUTIONS OF BOTH ORGANIZATIONS

1. CIRAD-FLHOR will pay the salary and related social contributions including pension, medical benefits, schooling and home leave of the research agent.
2. In order to conduct activities in *Appendix 1*, IPGRI will provide a vehicle, as well as local and international travel expenses in accordance with IPGRI policies and procedures.
3. IPGRI will provide the agent with non-accountable housing allowance of US\$ 850 per month.
4. IPGRI will provide an office and secretarial services for the CIRAD-FLHOR agent in the facilities located at CIAT. For the conduct of research in the agreed areas defined in *Appendix 1*, IPGRI will secure access to CIAT fields, laboratories and other premises, including technical staff, scientific and technical equipment, subject to availability of facilities and budget.
5. IPGRI will provide US\$ 10,000 per year for specific research and other activities.
6. CIRAD-FLHOR and IPGRI will also jointly seek additional funding for mutually agreed research projects.

ARTICLE VII - CONDITIONS OF SETTLEMENT

1. IPGRI will contribute to the conduct of the agent's activities through quarterly payments. They will be settled in advance within 30 days following the receipt of CIRAD-FLHOR's invoice. The quarterly payments will amount to US\$ 5,050. They will be made on the account of CIRAD-FLHOR Paris:

Name of Bank:	BNP (Banque Nationale de Paris)
Bank Number:	30004
Bank Agency Code:	00892 - Paris Kléber
Bank Account No:	000.213.600.92

ARTICLE VIII - STAFF ARRANGEMENTS

1. In accordance with Articles 4.1 and 4.2 of the AGREEMENT OF COOPERATION, researchers of each Party will remain bound to the rules and regulations of their original organization in terms of their personal, administrative (including right to leave), scientific and technical status. Nevertheless, these researchers will still be subject to the disciplinary regulations of the host institute.
2. CIRAD-FLHOR has the right to use its agent for activities outside the framework of this Memorandum of Understanding in Colombia or abroad for a total duration which does not exceed 4 weeks per year.

ARTICLE IX - SCHEDULE AND ASSESSMENT

1. CIRAD-FLHOR will continue to post a research agent in Cali, Colombia, who will be involved in all areas of collaboration set out in the present Memorandum of Understanding.
2. The agent will conduct research in the areas defined in Article II and in accordance with the activities defined in Article III and *Appendix 1*.
3. There will be annual meetings of CIRAD-FLHOR and IPGRI officials to schedule and follow-up the research. Annual amendments will then be drafted to plan activities for the next year, with specific details on how they should be conducted.

ARTICLE X - EXPLOITATION OF RESULTS

1. The ownership of the results obtained during the period covered by the present Memorandum of Understanding will be in accordance with Article 8 of the AGREEMENT OF COOPERATION.

ARTICLE XI - CONFIRMATION

The present general Memorandum of Understanding will become effective on the date it is signed, by the latter of the two Parties, with a two-year validity period. It can be canceled by either party upon six months notice sent by registered letter with acknowledgment of receipt. Any notice of termination of the present contract will not affect the course and conclusion of on-going specific agreements.

The terms of the present Memorandum of Understanding can be modified by written agreement signed by both parties.

IN WITNESS WHEREOF,

Legally authorized representatives of both parties have signed eight copies of the present Memorandum of Understanding, in the English language.

17 July
Rome, 1996

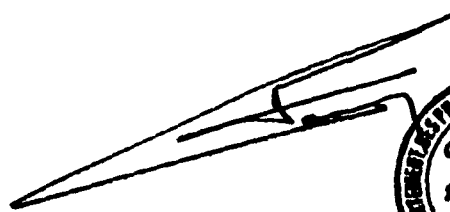
Montpellier, 22 July 1996

for IPGRI



Dr Geoffrey C. HAWTIN
Director General

for CIRAD-FLHOR



J.P. Gaillard
Director

TERM OF REFERENCE for the SCIENTIFIC EXPERT

The CIRAD-FLHOR scientific expert based at the IPGRI Regional Office for the Americas at CIAT in Cali, Colombia, will be involved in the conservation, evaluation and use of tropical fruit germplasm native to tropical America. These activities will include:

1. Provide general technical support to IPGRI networking activities in Latin America and the Caribbean.
2. Conceive, organize and conduct specific research projects in support of the regional PGR networks TROPIGEN, REDARFIT, and REMERFI. These projects will focus on gene pools of the network priority crops of passifloras (*Passiflora* spp), pineapple (*Ananas* spp), papaya (*Carica* spp), but may concern other fruit crops native from Tropical America, including neglected fruits. Activities could include collection, characterization, evaluation, descriptor development, *ex situ* conservation strategies, and building databases. Taking into account the activities generated during the past two year period, the CIRAD-FLHOR scientific expert will have the responsibility for passifloras and pineapple in the framework of TROPIGEN, REDARFIT AND REMERFI.
3. Participate in scientific training and extension activities through supervision of university students, as well as impart technical lectures, when appropriate, for courses, workshops and seminars as part of the activities of the Regional Office.
4. Maintain close communication with the Regional Director, including periodic reports on network-related project activities and students' research progress. Provide relevant information on research and training activities needed for the preparation of Regional Office reports, as well as provide technical information in response to requests from the Regional Director and/or IPGRI Headquarters.