

MEMORANDUM OF AGREEMENT

BETWEEN

**GORGAN UNIVERSITY OF AGRICULTURAL SCIENCES AND NATURAL
RESOURCES (GUASNR)
GORGAN, GOLESTAN, IRAN**

AND

**INTERNATIONAL CROPS RESEARCH INSTITUTE FOR THE SEMI-
ARID TROPICS (ICRISAT)
PATANCHERU, ANDHRA PRADESH 502 324, INDIA**

FOR FACILITATING

**COLLABORATIVE RESEARCH, SCIENTISTS EXCHANGE AND
POST-GRADUATE STUDENTS THESIS RESEARCH**

JUNE 2004

Preamble

This agreement is made between International Crops Research Institute for the Semi-Arid Tropics (ICRISAT), Patancheru 502 324, Andhra Pradesh, India (hereinafter referred to as ICRISAT) which expression shall include its authorized representative on the First Part.

And

Gorgan University of Agricultural Sciences and Natural Resources (GUASNR), Gorgan, GOLESTAN, Iran (hereinafter referred to as "GUASNR") which expression shall include its authorized representative, on the Second Part.

ICRISAT is an autonomous, international, nonprofit, charitable, research organization for science-based agricultural development. It is one of the Future Harvest Centers funded by the Consultative Group on International Agricultural Research (CGIAR). ICRISAT works to improve the farming systems of the semi-arid tropical (SAT) areas of the developing world through integrated genetic and natural resource management strategies, including genetic conservation and improvement of five crops that are particularly important in the diets of the poor: sorghum, pearl millet, groundnut, chickpea, and pigeonpea. ICRISAT carries out its mission by forming research partnerships with government, non-governmental, and private sector organizations in developing countries, and linking these partners to advanced research institutions worldwide.

GUASNR is a publicly funded, national educational and research institution whose aim is to foster excellence in both on and off campus programs. GUASNR fulfils its purpose by carrying out research activities and by providing a wide range of undergraduate and postgraduate programs in numerous courses of study so as to train experts in the fields of agriculture and natural resources through course works, research and training, to assist enhancing agricultural production and facilitate the country's agribusiness. GUASNR is the only specialized university which is located in an agricultural and natural resources region named Golestan province. The university is governed by an autonomous body as per the rules and regulations of the Ministry of Science, Research and Technology of the Government of the Islamic Republic of Iran.

ICRISAT has a Memorandum of Understanding (MoU) with the Agricultural Research and Education Organization (AREO), Tehran, Iran, and this MoA should be read in conjunction with the AREO's MoU.



Considering the similarity of objectives, target environments and beneficiaries these two institutions have agreed to enter into this agreement for mutual cooperation.

The following are the terms of agreement:

Article I

ICRISAT will provide, subject to personnel and budgetary limitations, and as may be mutually agreed upon:

- a) Advise and assistance to the research programs of GUASNR in identified research projects;
- b) Germplasm, breeding material and other technologies of potential relevance to GUASNR scientists and Golestan province farmers;
- c) Exchange of relevant scientific literature, information and publications;
- d) Facilities (Laboratory and field) for cooperative research in areas of mutual interest;
- e) Opportunities for GUASNR scientists for sabbatic leave opportunities, and participation in relevant international conferences, workshops and meetings conducted by ICRISAT; and
- f) Opportunities for post-graduate and doctoral thesis research to GUASNR students guided by scientists of both parties.

Note: Costs related to activities under articles I (e) and I (f), will be provided by GUASNR.

Article II

The GUASNR will provide, subject to personnel and budgetary limitations, and as may be mutually agreed upon:

- a) Invitation to ICRISAT scientists for consultation, lectures, and to participate in workshops, conferences and other important meetings relevant to them;
- b) Recognize ICRISAT as post-graduate center for conducting research relating to the thesis requirements of the research students for M.Sc and Ph.D degrees;
- c) Recognize ICRISAT scientists on their individual merits, and in accordance with the University's rules and regulations, for guiding research programs of students working for M.Sc and Ph.D degree;
- d) Register the pre-M.Sc/Ph.D students at GUASNR and complete all admission and course formalities before assigning them to ICRISAT;

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- e) Provide facilities (laboratory and field) for cooperative research in areas of mutual interest; and

Note: All costs related to above activities in Article II, either in Iran or at ICRISAT, will be provided by GUASNR.

Article III

- a) This Memorandum of Agreement (MoA) may be supplemented by work plans to be developed jointly, which describe more specifically the activities to be carried out under this cooperative program and which set forth the envisaged contributions of each part.
- b) The GUASNR and ICRISAT may name members of their respective staff to work out the practical details of cooperation between the two organizations and, in general, to ensure proper and effective implementation of this MoA.
- c) Such details, as agreed upon, will be confirmed by exchange of letters between GUASNR and ICRISAT and such letters will form part of this Agreement.
- d) These work plans require the approval of both parties for implementation.

Article IV

ICRISAT and the GUASNR recognize the importance of Intellectual Property as a component part of the agricultural research agenda. ICRISAT and GUASNR reserve any and all Intellectual Property Rights, without limitation discovered or produced as a result of the cooperation related to this agreement. ICRISAT and GUASNR will make available to its developing country partners, results of its activities by the most appropriate mechanism, which may include seeking of statutory IP protection where appropriate. No information or invention developed as a result of this cooperation will be protected through any form of statutory or non-statutory intellectual property right mechanism by either collaborator without express written approval from the other.

During the course of research assignment with ICRISAT and after its completion, all staff and students assigned by GUASNR will be required to abide by the ICRISAT's and GUASNR's policy on Intellectual Property Rights.

The exchange of materials for research as per Article I (b) under this MoA will be carried out following the Material Transfer Agreements, as applicable.

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Article V,

- a) Benefits such as improved breeding materials, machinery, designs and techniques, accruing or arising from this cooperative effort may be used by either or both parties with the due recognition of each party's contribution.
- b) Results from collaborative research may be used by either or both parties with due recognition of each party's contribution.
- c) Research findings as a result of the joint collaborative work of the two parties will be published in the public interest.
- d) Research findings published by either party will give credit to the other party's contribution, but the party publishing them will be entirely responsible for the conclusions and interpretation reported.

Article VI

This agreement will be in effect initially for a period of 5 (five) years from the date of signing of this MoA by both the parties after which it may be reviewed for possible extension. Either party may terminate the agreement by written notification signed by the appropriate official of the institution initiating the notice. Such notice must be received by the other party six months prior to the effective termination date. However, obligations and commitments already contracted for and involving third parties shall be honored and continued by both parties until such commitments are completed.

Signature: _____

William D. Dar

Dr William D. Dar
Director General
International Crops Research
Institute for the Semi-Arid Tropics
(ICRISAT)
Patancheru P.O.
Andhra Pradesh 502 324, India

Date: _____

24 June 2004

A. Taheri

Dr A Taheri
President
Gorgan University of Agricultural
Sciences and Natural Resources
(GUASNR)
Gorgan
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Date: _____

28 June 2004