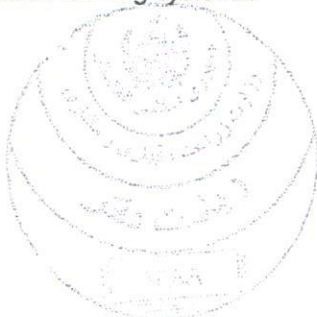


**MEMORANDUM OF UNDERSTANDING**  
**BY AND BETWEEN**  
**THE MINISTRY OF AGRICULTURE, IRRIGATION AND LIVESTOCK (MAIL)**  
**AND**  
**THE INTERNATIONAL CENTER FOR AGRICULTURE RESEARCH IN THE DRY AREAS**  
**(ICARDA)**  
**REGARDING**  
**INTEGRATED CATCHMENT MANAGEMENT AND CAPACITY BUILDING FOR IMPROVED**  
**LIVELIHOODS IN AFGHANISTAN- Australian Centre for International Agricultural**  
**Research (ACIAR) Grant Number: LWR/2008/047 (the "Project")**

1. **Recitals / Background:** This Memorandum of Understanding between the legal representatives of MAIL and ICARDA, lays out the responsibilities and requirements of the two Parties concerning the above-referenced ACIAR-funded activity.
2. **Purpose:** This Memorandum of Understanding is subject to the terms and conditions of the existing MAIL-ICARDA umbrella agreement (Annex-A), and ACIAR-ICARDA project agreement for Grant Number: LWR/2008/047 (Annex-B), and subject to the availability of funds and as permitted by security conditions implement the Project to improve livelihoods in Afghanistan.
3. **Term:** Effective Date: July 1, 2012 June 30, 2016.
4. **Responsibilities of ICARDA:**
  1. Form a coalition of partners with MAIL (DAIL, ARIA, DLF), NGOs, Universities and CGIAR centers working in the drylands to implement the project, and to establish a Steering Committee to oversee and coordinate the project implementation
  2. Strengthen the human capacity of MAIL/ARIA in particular, and coalition partners in general, to effectively implement, monitor and evaluate cereal-based dryland systems and integrated catchment management programs
  3. Understand existing cereal-based agricultural systems and livelihoods (baseline data), including the roles and needs of males and females in farming households, and the social, economic and technical contexts (constraints/opportunities) influencing adoption of dryland technologies
  4. Establish catchment learning sites and social processes needed to manage and improve natural resources and livelihoods
  5. Improve conservation practices in catchments and to increase the productivity and sustainability of cereal-based farming systems.



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**5. Responsibilities of MAIL:**

- a) Facilitate expeditious authorization for the unrestricted movement in and out of Afghanistan of any germplasm and research materials developed, introduced or created in connection with, or related to, the Project
- b) Authorization for the exchange and distribution of germplasm and research materials through the use of a Standard Material Transfer Agreement (SMTA)
- c) Freedom for publication and dissemination of research results related to the Project with appropriate recognition of each party's contributions
- d) Provide and conduct nurseries and yield evaluation trials and other experiments in order for ICARDA to achieve the projects goals
- e) Introduce appropriate staff to in-country training activities and workshops
- f) Authorize MAIL researchers, DAIL offices and its staff to cooperate and collaborate with the project; and provide reasonable available facilities at MAIL research stations
- g) Per ICARDA's reasonable requests, assist and coordinate in the demonstration and dissemination of new varieties and available technologies in target provinces
- h) At ICARDA's reasonable request, assist in the organization of training programs
- i) At ICARDA's reasonable request, provide assistance for ICARDA to comply with the obligations undertaken under this Memorandum of Understanding

**6. Program Oversight Group:**

A Program Oversight Group (POG) related to the Project will be created in consultation with ACIAR to follow-up on the progress of the Project. The POG will be chaired by the Deputy Minister for Agriculture Affairs (MAIL) and will be integrated by the project leaders of ACIAR funded projects in Afghanistan, AusAID representative in Afghanistan, the corresponding ACIAR manager (s) and other members as deemed appropriate by ACIAR. This group will collaborate, to the extent possible, with other applicable Agricultural Research Technical Working Groups.

7. A project working group comprising of following MAIL departments will be involved in joint planning, implementation and monitoring. MAIL will introduce a representative from each of these departments to make the working group effective.

- Agriculture Research Institute of Afghanistan
- Department of Irrigation
- Department of Rangeland management
- Dryland Farming Unit
- Department of Extension

**8. Intellectual Property:**

ICARDA's policy on Intellectual Property is aligned with the CGIAR Principles on the Management of Intellectual Assets ([http://www.cgiarfund.org/cgiarfund/intellectual\\_assets](http://www.cgiarfund.org/cgiarfund/intellectual_assets)). The results of ICARDA's research are available as international public goods to the



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international research community for research and education purposes for the benefit of developing countries.

ICARDA operates in accordance with all relevant obligations under international treaties and arrangements with respect to intellectual property and biological resources. ICARDA is a signatory, through the CGIAR, to the International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA). All germplasm transferred to partners is accompanied by Standardized Material Transfer Agreements (SMTAs) that conform to the requirements of the ITPGRFA.

It is agreed that:

- (a) All existing Intellectual Property provided for use by the Parties in any future collaborative programs and projects ("Background IP") will remain the sole property of the contributing Party. Each Party shall grant the other Party non-exclusive rights to use the contributed Background IP for the purposes of research, development, training and dissemination activities.
- (b) All results, including but not limited to data, databases, information, know-how, processes, software, germplasm or other materials created, discovered or developed during collaborative activities by one or more employees of either Party ("Resulting IP"), will belong to both Parties, and may be used by either Party in research, development, training and dissemination activities. The Resulting IP will be made freely available to other parties as international public goods for non-commercial purposes.
- (c) It is agreed that each Party will not license to third parties or sell or commercialize in any form the Resulting IP conceived or made during these collaborative activities without prior written approval of the other Party.

#### **9. Confidentiality/Publicity:**

The Parties agree on standard treatment of confidential information exchanged between the Parties and outline terms of publicity of non-confidential information.

#### **10. Labor Responsibility:**

Each Party will have its own employees and will be liable for the same standards of practice.

#### **11. Indemnities:**

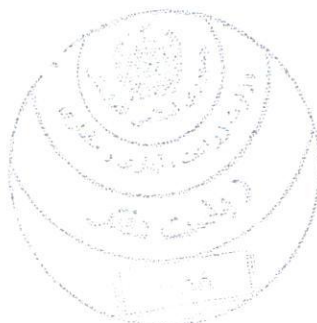
ICARDA to provide appropriate indemnities in connection with its compliance under this Memorandum of Understanding and hold MAIL harmless in case of a breach of same, and MAIL to provide appropriate indemnities to ICARDA in connection with its compliance under this Memorandum of Understanding and hold ICARDA harmless in case of a breach of same.

#### **12. Notices:**

Any notices resulting from and in connection with this Memorandum of Understanding shall be in writing.

#### **13. Waiver:**

Not exercising a right under this Memorandum of Understanding will not imply a waiver to exercise such same right in the future.



**14. Association:**

Both MAIL and ICARDA are independent entities and the relationship between them is not to be construed as an association, joint venture, etc.

**15. Representation:**

ICARDA will not represent or act on behalf of MAIL and vice versa. The following focal points are nominated as representatives of MAIL and ICARDA responsible for the execution of activities contained in this Memorandum of Understanding:

MAIL  
Minister of Agriculture,  
Irrigation and Live Stock  
MAIL, Afghanistan  
E-mail: [Asif.rahimi@mail.gov.af](mailto:Asif.rahimi@mail.gov.af)  
Phone: +93 -70898989

ICARDA  
Dr. Javed Rizvi  
Country Program Manager  
ICARDA-Afghanistan  
E-mail: [J.rizvi@cgiar.org](mailto:J.rizvi@cgiar.org)  
Phone: + 93 - 799216325

**16. Assignment:**

Neither party will be able to assign the contract without prior written consent granted by the non-assigning party, which consent shall not be unreasonably withheld.

**17. Entire Memorandum of Understanding:**

This Memorandum of Understanding will be in addition to Annex-A and Annex-B, and will be specific in connection with the aforementioned matters. Any future agreement in the same regard will be documented in writing through an amendment to this Memorandum of Understanding.

**18. Amendments:**

This Memorandum of Understanding may be amended, modified or supplemented only by an agreement in writing between the Parties. Any such writing must refer specifically to this Memorandum of Understanding.

**19. Counterparts:**

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Memorandum of Understanding may be executed on signature pages exchanged by facsimile or e-mail, in which event each party shall promptly deliver to the others such number of original executed copies as the others may reasonably request.

**20. Headings:**

The Headings of the clauses are for information purposes only.

**21. Jurisdiction and Governing Law:**

The project shall comply with the laws in force in the Australian State or Territory or in the country in which the services are to be carried out.

**22. Dispute Resolution**

Before resorting to external dispute resolution mechanisms, the Parties shall attempt to settle by negotiation any dispute in relation to the Project Agreement including by referring the matter to personnel who may have authority to intervene and direct some form of resolution.



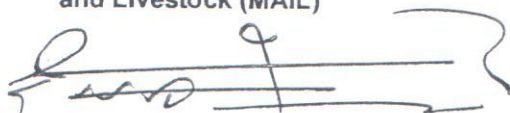
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If a dispute is not settled by the Parties within 10 working days after one party sends to the other party written notice that they are in dispute, the dispute may be submitted to an alternative dispute resolution mechanism as may be agreed in writing between the Parties.

Notwithstanding the existence of a dispute, each party shall continue to perform its obligations under the Project Agreement.

As agreed by the contracting parties and signed by their authorized representatives as shown below,

For Ministry of Agriculture, Irrigation,  
and Livestock (MAIL)



29 July 2013

H.E Mohammad Asif Rahimi  
Minister of Agriculture, Irrigation  
and Livestock

For International Center for Agricultural  
Research in the Dry Areas (ICARDA)



Mahmoud Solh  
Director General

