

## MEMORANDUM OF UNDERSTANDING

between

**Innovative Agricultural Research Initiative (iAGRI)**

PO Box 3114, Morogoro, Tanzania

and

**The International Institute of Tropical Agriculture (IITA)**

Oyo Road, Ibadan, Nigeria

(Herein after individually referred to as “Party” and together as “Parties”)

This Memorandum of Understanding (hereinafter referred to as “MOU”) between the Innovative Agricultural Research Initiative (iAGRI) and IITA’s Africa RISING Project in Tanzania, affirms the intention of both Parties to pursue and implement the activities described herein.

### WHEREAS:

1. The Innovative Agricultural Research Initiative (iAGRI) is a project funded by USAID under the Tanzania Feed the Future (FtF) Initiative. The objectives of iAGRI are to train the next generation of Tanzanian agricultural and nutrition scientists, to conduct collaborative research on food security topics, and to build institutional capacity. The primary institutional stakeholders of iAGRI are Sokoine University of Agriculture and the Ministry of Agriculture, Food Security, and Cooperatives.
2. The International Institute of Tropical Agriculture (IITA, [www.iita.org](http://www.iita.org)) is an Africa-based international not-for-profit research-for-development organization, established in 1967, and governed by a board of trustees. IITA is a member of the CGIAR Consortium, a global research partnership for a food secure future. IITA’s mission is to offer a leading research partnership that facilitates agricultural solutions for hunger, poverty, and natural resource degradation throughout the tropics. IITA has over 100 internationally recruited staff and around 1000 support staff based in various IITA stations across Africa. IITA’s mission is in line with that of the new CGIAR and focuses on the four system-level outcomes (SLOs); (1) increase in food security, (2) reduction of rural poverty, (3) reduction of undernutrition, and (4) more sustainable management of natural resources. IITA is currently implementing the USAID funded Africa RISING East and Southern Africa (ESA) regional project in Kongwa, Kiteto and Babati districts in Tanzania to create opportunities for smallholder farm households to move out of hunger and poverty by adopting sustainably intensified farming systems. These systems improve food, nutrition, and income security, particularly for women and children, and conserve or enhance the natural resource base. (RISING stands for Research in Sustainable Intensification for the Next Generation).

3. The purpose of this relationship is to build collaboration in support of student training, including thesis research, on various aspects of farming systems intensification for food security.
4. The Parties have agreed to collaborate in building the scientific and communications skills of student researchers to plan and implement research that improves the productivity and profitability of smallholder farmers and/or improves household nutrition.
5. To honor this relationship, the Parties wish to put in writing the present understandings between them.

**NOW THEREFORE:**

6. iAGRI shall:
  - A. Work jointly with IITA/Africa RISING staff and Sokoine University of Agriculture (SUA) supervisors to match iAGRI-funded students enrolled at SUA to particular IITA/Africa RISING research projects.
  - B. Introduce to IITA/Africa RISING staff the thesis supervisor (advisor) of each iAGRI-funded student assigned to conduct his/her thesis research with IITA/Africa RISING.
  - C. Provide funds for research expenditures to iAGRI-funded students who work on IITA/Africa RISING research projects.
7. IITA shall:
  - A. Work jointly with iAGRI staff and SUA supervisors to match iAGRI-funded students to particular IITA/Africa RISING research projects.
  - B. Ensure that the IITA collaborating scientist will communicate with the thesis supervisor of each iAGRI-funded student assigned to conduct his/her thesis research with IITA/Africa RISING to develop a plan for how IITA/Africa RISING researchers and the supervisor will interact.
  - C. Provide additional funds for research if the funds provided by iAGRI to each student is insufficient to accomplish the research objectives mutually agreed upon by iAGRI and IITA/Africa Rising;
  - D. Ensure that the IITA collaborating scientist communicates periodically with the student's thesis supervisor.

**8. Term /Termination/Amendment**

This MoU shall be effective upon signature by the two Parties and shall remain in force for a period of five (5) years. Thereafter it shall be automatically renewed from year to year unless it is terminated by either Party. This Memorandum of Understanding may be terminated or amended at any time by either Party upon written notice to the other. The Party so terminating shall endeavor to provide the other at least thirty (30) days advance notice of its intention to terminate this MOU. The terms of this MoU can be amended, with the approval of both Parties, by means of exchange of letters through the authorized officials at each institution. Either Party may initiate the exchange of letters.

## 9. Relationship of Parties

The Parties shall act as independent entities in the implementation of this MOU. Nothing contained herein is intended to or shall create the relationship of employer-employee, joint venture, or principal-agency between the Parties, nor does the MOU establish a legal entity.

No Party has the authority, expressed or implied, to create financial obligations on behalf of the other party, to create commitment other than as contained herein, or to take any positions on behalf of the other Party without other Party's prior written consent.

Each Party shall bear its own expenses in connection with performing the undertakings contemplated by this MOU.

## 10. Publications

- A. Students shall be included as co-authors on publications arising from research in which they have collaborated with Africa RISING.
- B. SUA thesis supervisors shall be included as co-authors on published papers arising from the students' research if they have played a significant role in the research.
- C. Publications arising from iAGRI-funded students collaborating with IITA/Africa RISING staff shall acknowledge iAGRI, IITA/Africa RISING, and USAID Feed the Future as sources of support for the research.

This MOU reflects the present intention of each Party to pursue and implement in good faith the understanding described herein.

The Parties may negotiate mutually acceptable separate Agreements as they may deem advisable from time to time to guide the administration of any joint properties that might arise out of this MOU.

## 11. Authorized Representatives

Each Party agrees to nominate the following authorized representatives as the primary point of contact for the accomplishment of the objectives of this MoU:

iAGRI:	IITA:
Name: David Kraybill	Name: Hilde Koper-Limbourg
Title: Project Director	Title: Head, Project Administration Office
Address: Sokoine University	Address: IITA, PMB 5320, Oyo Road Ibadan c/o IITA, 6 <sup>th</sup> Floor, Suite G, Carolyn House, 26, Dingwall Road, Croydon CR9 3EE, UK
Country: Tanzania	Country: Nigeria

Tel: (+255)757420308

Tel: (+234 2) 7517472 ext. 2771

Email: kraybill@igari.org

Email: h.koper@cgiar.org

## **12. Confidentiality**

Any non-public information received or learned by either Party relating to the other Party's business and/or products shall be kept in strict confidence by the receiving or learning Party and shall neither be used by such receiving or learning Party nor disclosed to any other person for any purpose outside this MoU.

## **13. Intellectual Property/Global Access**

1. Parties recognize the importance of Intellectual Property as a component of the agricultural research agenda. Both Parties jointly own all rights, title and interest in the data and works they create under this MoU. Both Parties acknowledge that knowledge, data and know-how gained under the MoU shall be made available to the national agricultural research systems, available for humanitarian purposes, and the benefits of any intellectual property created as part of this MoU shall be made accessible to the public throughout the developing countries of the world ("Global Access").
2. The exchange of materials for research under this MoU shall be carried out following the Material Transfer Agreements, if applicable.
3. All intellectual properties generated outside collaborative research belong solely to the Party conducting such research.

## **14. Disputes and Disclaimer**

1. Any disputes or differences of any kind arising between the Parties in connection with the interpretation of this MoU shall be settled amicably upon consultation between all Parties in accordance with tenor and intent of this MoU.
2. Any disagreement between the Parties relating to the interpretation or implementation of the MoU, which cannot be resolved by mutual agreement between the Parties, may be submitted by either Party, on giving thirty (30) days' notice to other Party, to a Board of Arbitration. Such Board shall comprise three members; one of whom shall be appointed by IITA, the second by iAGRI and the third by both those members together. The decision of such a Board shall be final and binding upon the two Parties. The expenses of such a Board shall be borne by both Parties to this MoU.

## **15. Force Majeure**

For the purposes of this Article "Force Majeure" shall mean any event beyond the reasonable control of the Party claiming the occurrence of Force Majeure:

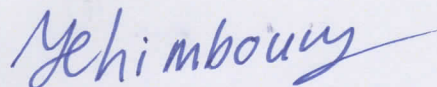
1. If either Party is temporarily unable by reasons of force majeure to meet any of its obligations under

this MoU, and if such Party gives the other Party written notice of the event within thirty (30) days after its occurrence, such obligations of the Party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues.

2. Neither Party shall be liable to the other Party arising from any event referred to below or delays arising from such event.
3. The term "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, lightening, floods, washouts, civil disturbances, explosions and other similar events not within the control of either Party and which, by the exercise of due diligence, neither Party is able to overcome.

IN WITNESS THEREOF, in the interest of implementing a program of technical cooperation of mutual benefit to the contracting Parties, this MOU is signed by the respective officers on the day, month and year below written:

INTERNATIONAL INSTITUTE OF  
TROPICAL AGRICULTURE




Dr. Kenton Dashiell  
Deputy Director General  
Partnerships and Capacity Development

November 19, 2013

Date

INNOVATIVE AGRICULTURAL RESEARCH  
INITIATIVE



Dr. David Kraybill  
Project Director

November 16, 2013

Date