

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED
NATIONS**

**acting on behalf of the Secretariat of the International Treaty on Plant Genetic
Resources for Food and Agriculture**

AND

**INTERNATIONAL PLANT GENETIC RESOURCE INSTITUTE
OPERATING AS BIOVERSITY INTERNATIONAL**

**acting on behalf of the Secretariat of the European Cooperative Programme For
Plant Genetic Resources (ECPGR)**

This Memorandum of Understanding (hereinafter referred to as the “MoU”) is entered into in the context of ongoing collaboration between the Food and Agriculture Organization of the United Nations (hereinafter referred to as “FAO”), acting on behalf of the Secretariat of the International Treaty on Plant Genetic Resources for Food and Agriculture (hereinafter referred to as ‘International Treaty’) and International Plant Genetic Resource Institute operating as Bioversity International (hereinafter referred to as “Bioversity”), acting on behalf of the Secretariat of the European Cooperative Programme for Plant Genetic Resources (hereinafter referred to as “ECPGR”);

Whereas the International Treaty promotes the conservation and sustainable use of Plant Genetic Resources for Food and Agriculture (PGRFA) and the fair and equitable sharing of the benefits arising out of their use, in harmony with the Convention on Biological Diversity, for sustainable agriculture and food security;

Whereas Bioversity provides legal personality for ECPGR and enters into contractual agreements on its behalf, as approved by the ECPGR Steering Committee;

Whereas in carrying out its mandate, the International Treaty cooperates under the framework of FAO, with other organizations and bodies, and its Governing Body recognizes the importance of cooperation and close working relationships between its Secretary and other relevant organizations and institutions, and has repeatedly called for mutually supportive undertakings;

Whereas Article 16 of the International Treaty related to International Plant Genetic Resources Networks, emphasizes that existing cooperation in international PGRFA networks should be encouraged or developed consistent with the terms of the Treaty;

Whereas the Steering Committee of ECPGR mandates its Secretary to increase collaboration with the International Treaty and to provide reports of ECPGR activities, as appropriate, to the Governing Body of the Treaty;

Whereas the Governing Body of the International Treaty in Resolution 3/2015, encouraged the Secretary to promote synergies and connections among existing information systems and national and regional information networks, as well as with the operations of the Multilateral System and the projects funded by the Benefit-sharing Fund for the documentation of PGRFA, as long as they operate in accordance with the provisions of the Treaty;

Whereas the ECPGR long-term goal is that national, sub-regional and regional programmes in Europe collaboratively, rationally and effectively conserve *ex situ* and *in situ* PGRFA, provide access and increase utilization;

Whereas Article 5 of the International Treaty related to the Conservation, Exploration, Collection, Characterization, Evaluation and Documentation of PGRFA, promotes an integrated approach to the exploration, conservation and sustainable use of PGRFA;

Whereas ECPGR contributes to the implementation of the Multilateral System of Access and Benefit-sharing by means of 'A European Genebank Integrated System' (AEGIS), which foresees the management by most European countries of a decentralized 'European Collection';

Whereas Article 6 of the International Treaty aims to develop and maintain appropriate policy and legal measures that promote the sustainable use of PGRFA;

Whereas ECPGR increases the visibility of Annex 1 and non-Annex 1 PGRFA that can be ordered from its members under the terms and conditions of the Standard Material Transfer Agreement of the Treaty for research, training and breeding;

Whereas Article 17 of the International Treaty promotes cooperation to develop and strengthen a global information system to facilitate the exchange of information, based on existing information systems, on scientific, technical and environmental matters related to PGRFA;

Whereas the Governing Body of the International Treaty through the Resolution 4/2015 endorsed the revised Programme of Work on Sustainable Use of PGRFA (PoW) and requested the Secretary to collaborate with other relevant initiatives and other relevant organizations in support the PoW;

Whereas there is an ongoing successful cooperation between the Treaty Secretariat and the ECPGR Secretariat, which now requires a more elevated cooperative arrangement;

The Parties hereto hereby agree as follows:

ARTICLE 1

Purpose

The purpose of this MoU is to establish a framework for cooperation on a range of activities related to access to and exchange of information and the sharing of expertise, by which the Secretariat of the International Treaty and the ECPGR Secretariat (hereinafter referred to as “Parties”) will collaborate in areas of mutual interest, with the aim of promoting synergy and the coherent implementation of Art. 5, 6, 16 and 17 and the objectives of the International Treaty.

ARTICLE 2

General Provisions

1. Whenever desirable, the Parties may seek each other’s cooperation with a view to promoting the development of specific activities in fields of common interest and may, through appropriate channels, conclude specific separate agreements for joint action in the areas of collaboration and cooperation identified in Article 3 of this MoU.
2. Agreements concluded under this MoU shall define the agreed activities, the manner and extent of participation by each Party, financial aspects, including contributions in-kind, and arrangements on intellectual property rights.

ARTICLE 3

Areas of Collaboration and Cooperation

1. The Parties will, where feasible and appropriate, seek to cooperate in their respective activities related to the implementation of the Multilateral System and the Sustainable Use of PGRFA, whereby ECPGR specifically contributes by means of its initiative AEGIS (A European Genebank Integrated System), which foresees the management by the European countries of a decentralized ‘European Collection’.
2. The Parties may jointly carry out activities or, where feasible and appropriate, mutually support one another in the implementation of the Global Information System, to which ECPGR contributes with the maintenance of the European catalogue of PGRFA ‘EURISCO’, as well as with provision of expertise (such as in the definition of standards).
3. The Parties will, where feasible and appropriate, seek to cooperate in their respective activities concerning scientific and technical matters related to PGRFA dealing with access to information and PGRFA documentation, including joint advocacy for the adoption of international standards.
4. The Parties will, where feasible and appropriate, facilitate the respective participation at meetings organized by them in areas of mutual interest, voluntary reporting of respective and relevant activities, for example participation of the International Treaty Secretariat in the Steering Committee of ECPGR and the

Secretariat of ECPGR in the Scientific Advisory Committee of GLIS and/or other relevant Committees, as observers.

5. The Parties will, where feasible, cooperate in the undertaking and promotion of activities and projects relevant to their respective mandates, including capacity development and public awareness towards the implementation of the International Treaty.

6. The Parties may jointly carry out activities or, mutually support one another, in the undertaking of activities and projects relevant to their respective mandates under this MoU.

7. The Parties will, where feasible and appropriate, seek to exchange information regarding their respective activities of relevance and on joint activities undertaken within the framework of this MoU and on general issues of mutual concern.

8. The Parties may, jointly or separately, agree on cooperation with other organizations, donors and funding agencies, including for the purpose of raising funds, for the implementation of activities under this MoU.

ARTICLE 4

Financial Implications

1. Neither of the Parties shall have any financial obligations to the other with respect to any proposed activities contemplated herein unless and until the terms and conditions of such activities have been negotiated and agreed to by the Parties.

2. Any expenditure relating to the implementation of the provisions of this MoU, except otherwise expressly agreed, shall be borne by the respective Parties within their own agreed budgets.

ARTICLE 5

Implementation

1. The Secretary of the International Treaty and the Secretary of ECPGR shall make the necessary arrangements for ensuring satisfactory implementation of this MoU.

2. The Parties shall, annually and jointly, review the activities that have taken place as a means to further foster and develop their cooperation.

ARTICLE 6

Use of Logos and Emblem

The Parties agree not to use in any press release, memo, report or other published disclosure related to this MoU any of the other Parties' name and logo without prior written consent of the Party concerned.

ARTICLE 7

Intellectual Property Rights

Intellectual property rights, in particular copyright of material such as statistical information, software and maps, made available by the Parties to be used to carry out the activities under this MoU shall remain with the originating Party, unless otherwise specified under specific agreements concluded under this MoU in accordance with Article 2 of this MoU.

ARTICLE 8

Privileges and Immunities of FAO

Nothing in this MoU or in any document or arrangement relating thereto, shall be construed as constituting a waiver of privileges or immunities of FAO, nor as conferring any privileges or immunities of FAO to the other Party or to its personnel.

ARTICLE 9

Applicable Law

The present MoU and any document or arrangement relating thereto shall be governed by the general principles of law, to the exclusion of any single national system law.

ARTICLE 10

Settlement of Disputes

1. Any dispute between the Parties concerning the interpretation and execution of this MoU, or any document or arrangement relating thereto, shall be settled by negotiation between the parties. If the dispute is not settled by negotiation between the Parties, it shall, at the request of either Party, be submitted to one conciliator. Should the Parties fail to reach agreement on the name of a sole conciliator, each Party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Consultation Rules of the United Nations Commission on International Trade Law, as at present in force.
2. Any dispute between the Parties that is unresolved after conciliation shall, at the request of either Party, be settled by arbitration in accordance with the Arbitration rules of the United Nations commission on International Trade Law, as at present in force. The arbitral tribunal shall have no authority to award punitive damages.
3. The conciliation or the arbitration proceeding shall be conducted in English.
4. The Parties may request conciliation during the execution of MoU and anyway not later than twelve months after the expiry of the termination of the MoU. The Parties may request arbitration not later than ninety days after the termination of the conciliation proceedings.

5. Any arbitration award rendered in accordance with the provisions of this Article shall be final and binding on the Parties.

ARTICLE 11

Amendment

This MoU may be amended by the written mutual consent of the Parties. Each Party will give sympathetic consideration to an amendment proposed by the other.


ARTICLE 12


Entry into Force, Duration and Termination

1. This MoU shall enter into force upon signature by authorized representatives of both Parties, and shall remain in force until 31 December 2022, unless terminated in accordance with paragraph 2 hereof.

2. The Parties agree that any Party to this MoU may unilaterally terminate this Memorandum, subject to six months' written notice.

Signed:


Mr Kent Nnadozie
Secretary, *a.i.*
International Treaty on
Plant Genetic Resources for
Food and Agriculture


Margaret Ann Tutwiler
Director General
Bioversity International on behalf of
the ECPGR-Secretariat

Date:

Date: 6 DEC 2016