

MEMORANDUM OF AGREEMENT

BETWEEN

MINISTER FOR AGRICULTURE, FOOD AND FISHERIES (ACTING THROUGH RURAL SOLUTIONS SA)

AND

THE INTERNATIONAL CENTER FOR AGRICULTURAL RESEARCH IN THE DRY AREAS (ICARDA)

CONCERNING

ADAPTING CONSERVATION AGRICULTURE FOR RAPID ADOPTION BY SMALLHOLDER FARMERS IN NORTH AFRICA (CANA)

This Memorandum of Understanding between the legal representatives of the Minister for Agriculture, Food and Fisheries, hereinafter referred to as "Rural Solutions SA", and the International Center for Agricultural Research in the Dry Areas, hereinafter referred to as "ICARDA", lays out the responsibilities and requirements of the two parties concerning technical cooperation within the following Project: Adapting Conservation Agriculture for Rapid Adoption by Smallholder Farmers in North Africa, ACIAR Project No. CSE/2011/025, ICARDA Project No. 1290/92/93/95/96, supported by the Australian Center for International Agricultural Research (ACIAR). The project document and distribution of expenditures (attached as Annex 1) form an integral part of this Memorandum of Understanding.

1. Background and Project Purposes

1.1 North Africa is a net importer of staple food, importing 27% of cereal grain requirements. Low productivity, high and volatile prices, and uncertain availability of food commodities affect the livelihoods of the region's poor. The region has a Mediterranean climate with highly variable and generally low rainfall that is further exacerbated by unfavorable climate change, as in southern Australia. Soils are poor and highly vulnerable to erosion.

Conservation agriculture (CA) practices offer the opportunity to conserve natural resources, cut down production cost while reducing yield fluctuation and associated risk. An integrated approach is required to adapt CA practices to become attractive to smallholders, and to test extension and supply channels for quality inputs, appropriate and affordable technology, and for best practice advice to small-scale farmers.

The project aims to promote adoption of CA by smallholder farmers in North Africa to reduce natural resource degradation and to increase productivity, profitability and sustainability of the crop/livestock systems in the region.

The project will identify and address the constraints to adoption of CA systems by small scale (<10 ha) and medium-scale (<20 ha) farmers (smallholders); develop low-cost machinery and adapted cropping systems; and upgrade the CA capacity of the national agricultural research systems. This will be done through participatory research, networking and knowledge sharing among the three core countries (Algeria, Morocco and Tunisia) and Australian partners. The expected results from this partnership will spill over to other African and Middle Eastern countries.

1.2 Any changes to the work plan considered necessary by either party to assist achievement of the objectives of the project needs the mutual agreement of both parties.

2. Responsibilities of the Parties:

- 2.1 The specific activities and responsibilities of ICARDA and Rural Solutions SA are based on the project document and will follow the work plan and timeframe as agreed by all parties
- 2.2 Dr. Mohammed El Mourid, ICARDA North Africa Regional Program Coordinator is the designated Project Leader at ICARDA. All correspondence regarding collaboration in the project shall be addressed to:

Mohammed El Mourid	Tel.:	+ 216 71 752134/752099
ICARDA/NARP	Fax:	+ 216 71 753170
3, Rue Mahmoud Ghaznaoui,	e-mail:	m.elmourid@cgiar.org
El-Menhaz IV; 1082 Tunis		
Tunisia		

ICARDA shall immediately notify Rural Solutions SA of any change in staff responsible for this project.

- 2.3 Dr. Steven Lapidge, Director Agribusiness, shall be responsible for the execution of the research activity on behalf of Rural Solution SA. All correspondence regarding collaboration in the project shall be addressed to:

Steven Lapidge	Tel: +61 8 8463 6607
Rural Solutions SA	Fax: +61 8 8463 3336
GPO Box 1671	e-mail: steven.lapidge@sa.gov.au
Adelaide SA 5001	

Rural Solutions SA shall immediately notify ICARDA of any change in staff responsible for this project.

3. Financial Arrangements and Reporting

- 3.1 The funding provided by ACIAR will support the inputs from Rural Solutions SA as specified in Annex 1.
- 3.2 ICARDA will transfer the amount of AUD \$727,598 to Rural Solutions SA over the period indicated in the disbursement schedule in Annex 1, provided that funds have been received from ACIAR.
- 3.3 ICARDA will transfer the funds in Australian Dollars using the same exchange rate for each transfer of funds received from the donor.
- 3.4 Rural Solutions SA agrees to spend the funds available exclusively for the above-mentioned activities, according to the work plan and timeframe as specified in the project agreement.
- 3.5 Rural Solutions SA shall submit to ICARDA periodic technical and financial progress reports as requested by the project leader. The reports will be submitted electronically to the Project Leader and may be incorporated into reports to ACIAR.

- 3.6 At ICARDA's request, Rural Solutions SA will make available information and will provide access to the accounting records related to the project, to enable ICARDA to review the financial records.
- 3.7 ICARDA reserves the right to inspect and audit Rural Solutions SA book-keeping with respect to the above-mentioned funds or to permit ACIAR internal auditors or any other person duly authorized by ACIAR or ICARDA to conduct such inspection and audit on its behalf.
- 3.8 ICARDA may request the reimbursement of funds if and as far as the amount transferred is not used as stipulated in this Memorandum of Understanding.

4. Publications

- 4.1 Any publication of the results of this joint research program shall be made only after approval by both parties concerned and with appropriate recognition of each party's contributions.

5. Intellectual Property Rights

5.1 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). The results of ICARDA's research are available as international public goods to the 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:

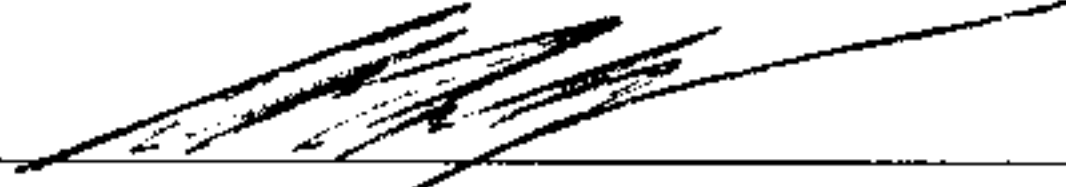
- (a) All existing Intellectual Property provided for use by the Parties in any future collaborative programs and projects ("Background IP") will remain the sole property of the contributing Party. Each Party shall grant the other Party non-exclusive rights to use the contributed Background IP for the 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.

6. Terms of Agreement

- 6.1 This Memorandum of Understanding will remain in effect for the duration of the project as agreed by the parties from 22 June 2012 to 21 June 2016.
- 6.2 In the event that one of the parties decides to terminate the agreement detailed in this Memorandum of Understanding, it shall notify the other party in writing, sixty days prior to the proposed date of termination.
- 6.3 This Memorandum of Understanding shall be drawn up in two originals in the English language whereby each of the contracting parties shall receive one original, signed by both parties.
- 6.4 All amendments and supplements as well as all declarations and notices resulting from and in connection with this Memorandum of Understanding shall be in writing.

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

Signed:  _____

Name: Scott Ashby

Title: Chief Executive, Primary Industries & Regions SA

MINISTER FOR AGRICULTURE, FOOD AND FISHERIES (ACTING THROUGH RURAL SOLUTIONS SA)

Date: 13/3/13

Signed: _____

Name: Mahmoud Solh

Title: Director General

International Center for Agricultural Research in the Dry Areas

Date: _____