

**Memorandum of Understanding (MOU)**  
**on agricultural research and cooperation**  
*between the*  
**Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria**  
**(CREA)**  
**(The Italian Republic)**  
*and*  
**Centro Internacional de Mejoramiento de Maíz y Trigo**  
**(CIMMYT)**

This Memorandum of Understanding (hereinafter also referred to as the “Memorandum” or MOU) is between the Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria (Council for Agricultural Research and Economics), a public and non-profit research organization with legal office in Rome, Italy, via della Navicella 2-4, 00184, and represented by its President and Legal Representative Prof. Andrea Rocchi and Centro Internacional de Mejoramiento de Maíz y Trigo, in English the International Maize and Wheat Improvement Center, a non-profit autonomous International Organization, with legal venue in Km. 45, Carretera Mexico-Veracruz, El Batán, Texcoco, Estado de México, C.P. 56237 México and represented by its Director General Dr. Bram Govaerts, hereinafter also referred to as “The Parties”;

CONSIDERING that the Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria (Council for Agricultural Research and Economics), hereinafter also referred to as “CREA”, is the main research organization of the Italian Republic in the fields of agriculture, agroindustry, food, fishery and forestry, rural development and economics research, that promotes and conducts fundamental, applied and development research on a broad range of knowledge areas;

CONSIDERING that CIMMYT is a cutting edge, non-profit, international organization dedicated to solving tomorrow's problems today. It is entrusted with fostering improved quantity, quality, and dependability of production systems and basic

cereals such as maize, wheat, triticale, sorghum, millets, and associated crops through applied agricultural science, particularly in the Global South, through building strong partnerships. This combination enhances the livelihood trajectories and resilience of millions of resource-poor farmers while working towards a more productive, inclusive, and resilient agrifood system within planetary boundaries, and a core CGIAR Research Center, a global research partnership for a food-secure future, dedicated to reducing poverty, enhancing food and nutrition security and improving natural resources;

BEING AWARE OF the significant role of agriculture, agroindustry, food, fishery and forestry, rural development and economics research in the economic development of the global south;

AIMING TO promote economic, scientific and technological cooperation in the fields of agriculture, agroindustry, food, fishery and forestry, rural development and economics research;

TAKING INTO ACCOUNT the importance of strengthening cooperation between Organizations and Institutions involved in the fields of agriculture, agroindustry, food, fishery and forestry, rural development and economics research;

WHEREAS the goal of this MOU is to promote collaborative relationship in agricultural research and cooperation, and other related matters between CREA and CIMMYT in order to contribute to the social well-being and economic development of the regions served by the respective Institutions;

WHEREAS CREA and CIMMYT could be joint partners in the application for potential cooperation projects and collaborative research activities in the fields of agriculture, agroindustry, food, fishery and forestry, rural development and economics research;

WHEREAS CREA and CIMMYT have mutual interest in fostering further collaboration in the research on *areas of common interest* and agree that there is a need for a MOU under which detailed joint work plans will be developed and implemented in the coming years;

NOW THEREFORE, CREA and CIMMYT, inspired by their common objectives to further promote and accelerate agricultural and economic research, have entered into this MOU under the terms and conditions set forth in the following articles:

#### **Article 1**

##### **Purpose**

This Memorandum is a statement of intent. This MoU does not constitute an international agreement which may lead to rights and obligations under international law. No provision of this MoU is to be understood and implemented as a legal obligation or commitment of the Parties.

The main purpose of the Memorandum is to establish a cooperative and mutually beneficial relationship between the Parties to promote and encourage scientific, and technical cooperation between CREA and CIMMYT, in the field of agriculture.

The Parties undertake to jointly cooperate and collaborate in these areas to the extent possible within their capacities and availability of funds. The failure of the Parties to reach an agreement on the matters under negotiation shall neither expose either Party to any liability to the other Party nor give to any Party the right to claim damages whatsoever.

## **Article 2**

### **Areas of cooperation**

The Parties will develop cooperation and exchange information and experience on the following areas:

1. Exchange of research materials, publications and information
2. Collaborative work on relevant research meetings and conferences
3. Development and implementation of collaborative research projects on new technologies, agriculture, agroindustry, food, fishery and forestry, rural development and economics research issues
4. Collaboration in training programs including staff development
5. Other related areas that are of interest and mutually agreed upon by the Parties.

Any further development of the collaboration between CREA and CIMMYT will be jointly evaluated following needs, interests, capacity, and effectiveness for such cooperation of both parties and the level of financial resources available for the implementation of the subsequent joint program.

It is understood that specific CREA- CIMMYT collaborative activities will be developed under this MOU and approved by the two Parties.

## **Article 3**

### **Implementation of the Memorandum**

The Parties will decide on matters concerning the implementation of the provisions of the present Memorandum through meetings at technical level, unless otherwise agreed.

Aiming at assuring the fruitful implementation of collaboration in the above-mentioned sectors, contacts and working sessions between the Parties will be carried out also in online conference.

For developing the collaboration, the Parties confirm their intention to negotiate and settle the terms of a Collaboration Agreement regarding each Project to be executed.

Each Collaboration Agreement will at least include these provisions for:

1. The Work Plan under which the Project will be carried out which will consist of information about technical objectives, statement of work, milestones, and deliverables and by each of the Parties, performance schedule, resource requirements and costs;
2. Funding arrangements for the Project;
3. Governance mechanisms for the Project;
4. Holding periodic Project review meetings to assess its management and progress and expenditures;
5. Intellectual Property, including access to existing or independently developed intellectual property, and ownership, use and dissemination of the Resulting Intellectual Property, and
6. Publications, rules to define authorship and acknowledgment of contributions from the Parties;
7. Transfer, movement, and access to germplasm and related data;
8. When applicable, responsible for complying with applicable regulatory requirements for research, including but not limited to biosafety, human subjects or any other;
9. Confidentiality of information;
10. Liabilities and indemnities.

The Parties acknowledge that the Collaboration Agreements shall be governed by the CIMMYT Policies.

The Parties acknowledge that for any agreement to be binding, it must be in writing and signed by a duly authorized representative of each of the Parties.

In carrying out activities under the agreed Projects, and unless provided otherwise in the specific Collaboration Agreements, the Parties may also subcontract personnel or an organization to carry out part of the agreed activities. In such a case, each Party will be legally responsible for the subcontracted staff or organization.

#### **Article 4 Joint Committee**

For the purpose of ensuring the effective implementation of this Memorandum, the Parties shall establish a Joint Committee on Scientific and Technological Cooperation (hereinafter referred to as "the Joint Committee").

The Joint Committee shall consist of official representatives of each Party and shall be co-chaired by the representatives of both Parties.

The representatives named for the Memorandum are:

- Dr. Pasquale de Vita for the Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria (Council for agricultural research and economics - Research

Centre for Cereals);

for CIMMYT, The Program Director of the Global Wheat Program.

The functions of the Joint Committee shall be:

- Exchanging views and information on scientific and technological policy issues;
- Reviewing and discussing the cooperative activities and accomplishments under this Memorandum;
- Making recommendations to the Parties with regard to the implementation of this Memorandum, which may include the identification and proposal of the cooperative activities hereunder and the encouragement of their implementation;
- Likewise, the Parties, through the Joint Committee, will promote the subscription of specific instruments of Cooperation per area of specialization.

Providing an annual report to the Parties on the status, the achievements and the effectiveness of the cooperative activities are under this Memorandum. The report shall be written in the English language.

Decisions of the Joint Committee shall be reached by mutual consent.

The expenses of participants to the meetings of the Joint Committee, such as travel costs and accommodation shall be borne by the Parties to whom they relate. Any other costs associated with these meetings shall be borne by the host Party.

The Joint Committee shall meet alternately in Italy and Mexico, with the time of the meetings arranged upon mutual agreement, preferably annually or by videoconferencing.

#### **Article 5** **Financial arrangement**

This Memorandum is not a funds obligating document. By signing this Memorandum, the Parties are not bound to take any action or fund any initiative. The Parties will cover all the expenses arising from implementation of this MoU within the limits of their ordinary budget availability without any additional cost for the State budget of the Italian Republic and CIMMYT.

Activities to be implemented under this MoU are subject to the availability of personnel and financial resources and execution of specific Research Collaboration Agreements, if any. The Research Projects shall be carried out subject to availability of funds and the approval of authorized signatory of each institution. Each Party shall

provide, in good faith, reasonable support for implementing a mutually agreed Project.

The Parties shall either fund the Projects on their own or collectively endeavor to obtain funding from a third party for identified Research Projects. Alternatively, the Research Projects' funding may be provided by one of the Parties.

Any cost that may arise from the implementation of this Memorandum does not imply further additional expenses to the respective State budgets.

## **Article 6**

### **Intellectual property rights**

All Resulting Intellectual Property generated or developed as a part of any Research Project conducted under this MoU shall be made available as international public goods and must include the appropriate attributions and acknowledgments and other contributions to the reported work in accordance with the communication guidelines and policies of the Parties, and donors when applicable. All research results shall be available in open-access repositories with access to appropriate licenses and with appropriate value share in accordance with the policies of the Parties.

The Parties agree that all Resulting Intellectual Property shall be managed under CIMMYT Policies, defined above and available at <https://www.cimmyt.org/resources/guidelines-and-policies/>, as amended from time to time, as well as the CGIAR IA Principles and the CGIAR Open Access and Data Management Policy.

Resulting Intellectual Property under the Research Project may be solely or jointly owned by the Parties, in accordance with their intellectual contribution to creating the Resulting Intellectual Property. The Parties recognize that in determining the ownership of the Resulting Intellectual Property, CIMMYT shall comply with its policies. Specific provisions related to intellectual property rights shall be evaluated and defined in each Specific Research Collaboration Agreement.

Background Intellectual Property owned by any of the Parties prior to the commencement of this MoU, or developed independently outside the scope of this MoU, shall remain unchanged and shall not be transferred or altered as a result of its use under this MoU.

CIMMYT, as an international agricultural organization holding in trust ex-situ collections of maize and wheat germplasm, on October 16, 2006, signed an agreement (the "FAO Agreement") with the Food and Agriculture Organization of the United Nations (acting on behalf of the Governing Body of the International Treaty on Plant Genetic Resources for Food and Agriculture, the "Treaty", available at <http://www.planttreaty.org>). The purpose of the FAO Agreement was to reaffirm its commitment to the conservation, sustainable use, and equitable sharing of benefits

arising from the utilization of maize and wheat genetic resources for food and agriculture.

For any transfer of genetic resources held as part of the Multilateral System (“MLS”) of the Treaty for the purpose of research, breeding and training, the Parties shall use the Standard Material Transfer Agreement (“SMTA”) of the Treaty. For genetic resources outside of the MLS of the Treaty, a material transfer agreement may be used in the Research Project. For the avoidance of doubt, any genetic resources derived from SMTA-transferred genetic resources continue to be subject to provisions of the SMTA.

Pursuant to the CGIAR requirements for public disclosure relating to certain agreements, as a CGIAR Center for international agricultural research, CIMMYT may make public disclosures relating to the existence and contents of this MoU and the project collaboration agreement(s) or Research Projects entered into under this MoU, as part of its obligations with the CGIAR.

This Section 6 will survive termination or expiration of the Agreement.

#### **Article 7 Amendments**

Any amendment to this Memorandum shall be made upon mutual consent of the Parties and in written form.

#### **Article 8 Settlement of disputes**

Any dispute arising out of the interpretation or implementation of this Memorandum shall be settled amicably through consultations and negotiations between the Parties.

CREA expressly recognize the status of CIMMYT as an International Organization and granted privileges and immunities by the Government of Mexico. Any legal action by CIMMYT will not be construed as a corresponding waiver of any of the said privileges and immunities granted to it. Nothing in this MoU or any document or arrangement relating thereto shall be construed as constituting an express or implied waiver of privileges or immunities of CIMMYT, nor as conferring any privileges or immunities to CREA or its staff.

General principles of law shall govern this MoU to the exclusion of any national system of law.

#### **Article 9 Confidentiality**

Each Party shall undertake to observe the status of confidentiality and secrecy of documents, information and other data received or supplied to the other Party during the period of the implementation of this Memorandum or any other

agreement made pursuant to this Memorandum.

The Parties agree that any information exchanged under this MoU generally or regarding any potential Project shall remain confidential. Parties shall use Confidential Information solely to plan and agree on joint Project(s) and shall not disclose it to any other party without the express prior written consent of the Disclosing Party.

Parties shall use Confidential Information solely to plan and agree on joint Project(s) and shall not disclose it to any other party without the express prior written consent of the disclosing party. Confidential Information shall exclude information that is:

1. In the public domain at the date of this MoU, or which subsequently comes into the public domain, other than by unauthorized disclosure by the owner of the information; and/or
2. Already in possession of the recipient party at the date of this Agreement, other than by unauthorized disclosure; and/or
3. Required to be disclosed by law or by a Court order with competent jurisdiction.

Where a Party is not certain if information is in the public domain, it shall have regard to the nature of the information, and the circumstances of its disclosure. If in doubt on its nature it shall seek clarification from the disclosing Party on whether such information is to be treated with confidence.

All Confidential information shall remain the exclusive property of the Disclosing Party. The Parties agree that the disclosure of the Confidential Information does not grant or imply any license, interest or right to the recipient in respect to any intellectual property right of the disclosing party.

The Parties agree that the provision of this Article shall continue to be binding for the Parties for 5 (five) years after the termination of this Memorandum of Understanding.

The provision of this Article shall not prejudice the prevailing laws and regulations of the Parties.

#### **Article 10 Compliance**

Each Party acknowledges that it has a Code of Conduct to guide ethical and compliant behavior in the conduct of their activities, which requires compliance by its officers, directors, Staff, and other personnel, including consultants and contractors.

The CIMMYT Code of Conduct is available at <https://www.cimmyt.org/content/uploads/2019/04/CIMMYT-Code-of-Conduct-policy-2014-09.pdf> and provides for a hotline to respond to concerns or reports regarding



CIMMYT activities:  
[https://www.lighthouse-services.com/StandardCustomURL/WW\\_IncidentLandingPage.asp?LanguageName=eng&C=cimmyt](https://www.lighthouse-services.com/StandardCustomURL/WW_IncidentLandingPage.asp?LanguageName=eng&C=cimmyt)

concerns or reports regarding CIMMYT activities:  
[https://www.lighthouse-services.com/StandardCustomURL/WW\\_IncidentLandingPage.asp?LanguageName=eng&C=cimmyt](https://www.lighthouse-services.com/StandardCustomURL/WW_IncidentLandingPage.asp?LanguageName=eng&C=cimmyt)

CREA shall conduct appropriately, ethically, and legally while executing this MoU.

## **Article 11**

### **General Matters**

Nothing in this MoU shall be construed to create between or among the Parties a partnership, joint venture, or impose any trust, partnership, or similar duty on any Party, including as an agent, principal, or franchisee of any other Party.

Other than as provided for in this MoU, the Parties shall not be bound by or be liable for any statement, representation, promise, agreement, or other binding commitment of any kind on behalf of any other Party, without that Party's prior written consent.

The non-exercise of or delay in exercising any power or right of a Party does not operate as a waiver of that power or right, nor does any single exercise of a power or right to preclude any other or further exercise of it or exercising any other power or right. A power or right may only be waived in writing, signed by the Party to be bound by the waiver.

No Party may transfer or assign any of its interest, rights, or obligation arising under this MoU without the prior written consent of each other Party to this MoU.

This MoU constitutes the full and complete agreement between the Parties relating to the framework agreed for collaboration between the Parties and supersedes any previous agreements, understandings, negotiations, and representations between the parties regarding all matters dealt with in this MoU.

Any amendment of this MoU or waiver of its terms will be deemed valid unless affected by a written amendment duly signed by the Parties.

If an inconsistency occurs or conflict between this MoU and the terms governing a Collaboration Agreement signed under this MoU, the Collaboration Agreement shall prevail.

Any provision of this MoU prohibited, unenforceable, or invalid in whole or in part is only ineffective for the prohibition, unenforceability or invalidity, and this does not affect the remaining part of that provision or the other provisions of this MoU, which will continue in full force and effect.

**Article 12**  
**Personal data processing**

The Participants will ensure protection of personal data of employees and experts involved in the initiatives under this MoU and will not transfer such personal data to third parties and, in any case, will not process them in an incompatible manner with the purposes of this MoU, without prior written consent of both Participants.

**Article 13**  
**Entry into force and duration**

This MOU shall take effect on the date the authorized representative of the last party affixes his/her signature (the Effective Date) and shall remain valid for five (5) years.

The MOU may be terminated earlier when one of the parties notifies the other in writing of its intention to terminate the MOU, in which case the MOU will terminate 1 (one) month from the date of such notification.

Unless otherwise decided by the Parties, the termination of the Memorandum will not affect existing programs or programs which are under implementation.

An extension of the provisions of this MOU will take the form of a new signed Agreement between the Parties.

**IN WITNESS WHEREOF**, the undersigned, being duly authorised thereto by the Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria (CREA) and Centro Internacional de Mejoramiento de Maíz y Trigo (CIMMYT) respectively, have signed this Memorandum.

**DONE** in two originals in English, handwritten or digital signature, both equally authentic.

Centro Internacional de Mejoramiento de Maíz y  
Trigo (CIMMYT)

Consiglio per la ricerca in agricoltura e  
l'analisi dell'economia agraria (CREA)

*Dr. Bram Govaerts*  
Director General

*Andrea Rocchi*  
President

Date(dd/mm/yy)  
Place

Date(dd/mm/yy)  
Place