MEMORANDUM OF UNDERSTANDING

BETWEEN

STEPHEN F. AUSTIN STATE UNIVERSITY

AND

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

This Memorandum of Understanding is made and entered into by and between Stephen F. Austin State University, hereinafter referred to as "SFASU", and the International Center for Agricultural Research in Dry Areas, hereinafter referred to as "ICARDA", concerning cooperation in THE CLONING AND STUDY OF ENZYMES FROM SUNN PESTS.

WHEREAS ICARDA, an autonomous non-profit international research center established in 1977 with headquarters in Aleppo, Syria, is one of the fifteen international research centers supported by the Consultative Group on International Agricultural Research (CGIAR), which is co-sponsored by the Food and Agriculture Organization of the United Nations (FAO), the International Fund for Agricultural Development (IFAD), the United Nations Development Programme (UNDP) and the World Bank;

WHEREAS ICARDA's mission is to improve the welfare of people through research and training in dry areas of the developing world, by increasing the production, productivity and nutritional quality of food, while preserving and enhancing the natural resource base;

WHEREAS ICARDA works through a network of partnerships with national, regional and international institutions, universities, non-governmental organizations and ministries in the developing world and is committed to the advancement of agricultural research; free exchange of germplasm and information for research; protection of intellectual property rights, including indigenous knowledge of farmers; and poverty alleviation, particularly among women and children;

WHEREAS SFASU is a state university in the State of Texas established in 1923 and governed by Chapter 101 of the Texas Education Code;

THEREFORE, SFASU and ICARDA, having common goals and expressing their mutual desire to cooperate in agricultural research and human capacity building, have agreed to formalize their relationship in accordance with the following Articles.

ARTICLE 1: EXCHANGE OF INFORMATION

2.1 SFASU and ICARDA will exchange information on the extent, scope and magnitude of their research and training programs in the areas of mutual interest.

2.2 The two parties shall exchange information and knowledge in areas of mutual interest in the form of newsletters, publications and other media.

2.3 Each party shall invite the other to participate in scientific meetings, conferences, workshops and seminars that it holds and which are related to their common activities.

2.4 The two parties will cooperate in organizing scientific conferences, workshops, and specialized seminars in areas of mutual interest.
ARTICLE 2: RESEARCH

3.1 In accordance with specific agreements between the two parties and according to their personnel and budgetary limitations, SFASU and ICARDA will promote cooperation in research through exchange visits, consultations, and joint studies in areas of mutual interest, including but not limited to:

- The cloning and study of enzymes in Sunn Pests

ARTICLE 3: CAPACITY BUILDING

4.1 SFASU and ICARDA will cooperate in providing specialized training in areas of mutual interest

4.2 SFASU and ICARDA, according to their personnel and budgetary limitations, will cooperate in assisting and advising graduate research students majoring in disciplines of relevance to each institute, according to prescribed procedures and responsibilities established by mutual agreement.

ARTICLE 4: COORDINATION

5.1 The two parties shall correspond at least once at year to discuss areas of cooperation, to develop work plans that describe more specifically the activities to be carried out under a cooperative program, and to establish the specific procedures for implementation of those agreed activities.

5.2 The recommendations from these meetings shall be submitted to the senior management of both parties for their review and approval.

5.3 SFASU and ICARDA may name any member of its staff to discuss the details of cooperation between the two parties and to ensure the effective implementation of this Memorandum of Understanding.

ARTICLE 5: SPECIFIC COOPERATIVE AGREEMENTS

6.1 SFASU and ICARDA will collaborate in developing joint research proposals and cooperate in soliciting external funding for joint research projects.

6.2 Any collaborative programs and projects that are subsequently implemented under the framework of this Memorandum of Understanding shall be defined through separate and specific protocols, which shall stipulate each project’s objects and duration, the nature of the activities to be carried out by each party, the financial aspects and the conditions applicable to each party.

ARTICLE 6: PUBLICATIONS AND INTELLECTUAL PROPERTY RIGHTS

7.1 Results obtained through collaborative research shall be published under the name of both parties. Costs of printing and publishing joint publications will be shared equally between both parties.
7.2 All inventions, improvements, original works and/or discoveries, which are conceived or made during collaborative projects by one or more employees of either party will remain the property of that party, which will have the right to seek intellectual property protection. Each party would grant the other party the right to use such inventions, improvement, original works and/or discoveries internally for research purposes only. Each party would grant all partners in the national agricultural research systems of developing countries the rights to such inventions, improvement, original works and/or discoveries internally for non-commercial purposes. Each party will not transfer to third parties or sell or commercialize in any form the intellectual property conceived or made during collaborative projects without prior written approval of the other party.

ARTICLE 7: TERMS OF AGREEMENT

8.1 This Memorandum of Understanding shall enter into effect on the date of signing by official representatives of both parties and shall remain in effect unless it is amended according or terminated.

8.2 This Memorandum of Understanding may be amended upon written request of either party and by written consent of both parties.

8.3 This Memorandum of Understanding may be canceled by either party upon written request.

8.4 This Memorandum of Understanding is concluded in two originals in the English language whereby each of the contracting parties shall receive one original, signed by both parties.

8.5 The English language version will be used in all interpretations of this Memorandum of Understanding.

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

Signed:

Stephen F. Austin State University

International Center for Agricultural Research in the Dry Areas

Dr. Baker Patillo
President, SFASU

Dr Mahmoud Solh
Director General

Date: ___________________________

Date: ___________________________
Dear Dr. Young and Dr. Norton,

Yvette Clark suggested I let you know about a new research collaboration that I have going on. The collaboration is with the Dr. Mustapha El Bouhssini an Entomologist at the Integrated Gene Management Megaproject. Dr. Bouhssini is part of a large consortium known as the International Center for Agricultural Research in the Dry Areas (ICARDA). Dr. Bouhssini is in Aleppo, SYRIA. This collaboration will open us up to opportunities of federal and international funding. I am currently at the memorandum of agreement stage. Yvette has worked with a generic agreement that Dr. Bouhssini sent to me and I have now sent it to him for his approval and signing.

Here is the ICARDA homepage: http://www.icarda.cgiar.org

Just an FYI.

Bea