



**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as **"this MoU"**) is made on the 5<sup>th</sup> day of November 2008.

**BETWEEN**

**The Instituto de Tecnología Agropecuaria**, with legal domicile at Rivadavia (1033) Buenos Aires, Argentina (Hereinafter referred to as **"INTA"** of the other part)

**AND**

**The National Institute for Scientific and Industrial Research**, a body corporate, established under regulation three (3) of the Statutory Instrument No. 73 of 1998 of the Science and Technology Act No. 26 of 1997, and having its registered office at International Airport Road, P.O. Box 310158, Chelston, 15302 LUSAKA, ZAMBIA. (Hereinafter referred to as **"NISIR"** of the other part)

INTA and NISIR shall be collectively referred to as **"the Parties"** and individually as **"the Party"**.

**WHEREAS:-**

A memorandum of understanding was signed between the governments of Zambia and Argentina on the 18<sup>th</sup> day of September 2008 to govern the cooperation on Science and Technology.

**AND WHEREAS:**

- A. INTA is an Argentine organisation whose mission is to foster innovations in agricultural and livestock, agro-food and agro-industrial sectors.
- B. NISIR is a Zambian Statutory Body established to conduct and promote basic and applied research in Zambia.

**AND WHEREAS:**

The parties are desirous to execute this MoU whose principle objective is to promote cooperation between the parties in the following activities:

- a) Undertake joint research projects;
- b) Product development
- c) Production, manipulation and transfer of embryos in livestock;
- d) Somatic Cell Nuclear Transfer;
- e) Conduct short and long term training courses, seminars and lectures as well as scientific and technical meetings;
- f) Exchange of scientists and technicians between INTA and NISIR; and
- g) Environmental Degradation and Pollution with regard to pastures
- h) Water pollution with regard to agricultural production
- i) Use and preservation of Animal genetic resources
- j) Further parties agree to perform all such acts and activities as are reasonably connected with or incidental to the foregoing

NOW THEREFORE; IT IS AGREED AS FOLLOWS:

#### 1.0 DEFINITION AND INTERPRETATION

In this MoU

DISPUTE means any dispute, difference of view, disagreement, controversy or claim arising out of or relating to this MoU or the breach, termination or validity therefore, which the parties are unable to resolve by mutual agreement within a reasonable time.

EMPLOYEE/OFFICER means all those individuals employed by the INTA and NISIR.

INFORMATION means all information, know how and techniques (whether or not confidential and in whatever form held) and includes without limitation that owned by INTA and NISIR.

PARTY means a party to this agreement.

RECORDS means all books and records (including, without limitation, all documents, all forms of computer or machine readable material and other material) containing or relating to information on which information is recorded.

In this MoU (unless otherwise provided):

- a) The headings are for convenience only and shall be ignored in construing the MoU.
- b) Reference to clauses and schedules are to be construed as references to the clauses of, and schedules, to this MoU.
- c) The words including and in particular shall be construed as being by way of illustration or emphasis only and shall not limit the generality of proceeding words.
- d) References to statutes or other legislation shall include all re-enactments, modifications and amendments thereof.

## **2.0 CONFIDENTIALITY**

In this Clause:

2.1 CONFIDENTIAL INFORMATION shall include all information received or obtained by a party as a result of entering into or performing this MoU and which relates to:

- a) Negotiations relating to this MoU
- b) The provision or subject matter of this MoU
- c) Another party or a person connected with that party

2.2 CONFIDENTIAL INFORMATION means Information which is not in the public domain.

### **2.3 PERMITTED INFORMATION**

A party may disclose or permit the disclosure of confidential information;

- a) To its officers, employees, agents or professional advisers for purposes of this MoU.
- b) When required by Law or by any Court, tribunal or Agency of Competent Jurisdiction.
- c) To the extent that the Confidential Information comes into the public domain other than as a result of a breach of this clause.

### **2.4 CONSULTATION**

If a party is required to disclose Confidential Information in the manner provided in clause 2.3 (b) that party shall to the extent such consultation is practicable and permitted by the relevant law, rule, order or body:

- a) provide the other party with advance notice of the requirement and a copy of the information to be disclosed;
- b) Take into account any representations made by the other party to it and;
- c) At the expense of and subject to being indemnified to its satisfaction by the other party give the other party a reasonable opportunity to seek an appropriate remedy to prevent such disclosures and Co-operate fully (Including if necessary joining in legal proceedings) with the other party.

### **2.5 CONTINUANCE OF OBLIGATIONS**

The obligations in this clause shall continue to apply after termination of this MoU without limit in time.

### **3.0 ASSIGNMENT**

This MoU is personal to the parties. Each party shall not assign, subcontract or otherwise dispose of this MoU or any part thereof without previous written consent which may be withheld at the other party's sole discretion.

### **4.0 IMPLEMENTATION**

- 4.1 The collaboration and cooperation, pursuant to this MoU, will be overseen by the Co-ordination Committee.
- 4.2 The Co-ordination Committee shall agree on activities conducted in pursuant with this MoU.
- 4.3 The Co-ordination Committee shall review regularly the progress of collaboration and co-operation under this MoU.

### **5.0 PROJECTS EXECUTION AND ARRANGEMENTS**

The parties shall undertake projects on the terms to be agreed. Joint projects shall entail the party initiating the project notifying the other party in writing as soon as reasonably practicable and in any event it shall not be less than three (3) months before the implementation of the project.

The notifications above shall contain details of the project including objectives, roles of each party, personnel and other resources required and the rights of each party pertaining to outputs, copyrights and other relevant issues.

### **6.0 FUND RAISING**

The parties may enter into Agreement to raise funds for implementation of the project(s). In that event the parties shall record in writing terms of that particular agreement defining the rights and responsibilities of the parties.

### **7.0 COPYRIGHT**

The other party has to be acknowledged on publications published on projects that are jointly implemented.

### **8.0 FACILITIES AND EXPERTISE**

The parties shall share or contribute expertise, facilities and funding required for execution of projects based on agreed terms.

### **9.0 PROPERTY/EQUIPMENT**

Any Property and/or equipment furnished by either party in connection with work under the MoU is and shall remain the property of the Party furnishing such property and equipment.



## **10.0 GENERAL**

### **10.1 ENTIRE DOCUMENT**

The MoU shall constitute the whole of the terms agreed between the parties hereto in respect of the subject matters of this MoU and supersedes all prior negotiations, documents, agreements, statements and understandings.

### **10.2 VARIATION**

This MoU shall be capable of being varied only by a written instrument signed by a duly authorized officer or other representative of each of the parties.

### **10.3 SEVERABILITY**

This MoU is severable in that if any provision is determined to be illegal or unenforceable by any Court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of the MoU.

### **10.4 INDEPENDENCE**

Nothing in this MoU shall constitute or be deemed to constitute a partnership, agency or joint venture between the parties hereto or constitute or be deemed to constitute either party the agent of the other for any purpose whatsoever and neither party shall have any authority or power to bind the other or to contract in the name of or create a liability against the other.

### **10.5 ARBITRATION**

Should any controversy arise between NISIR and the INTA, which may lead to legal actions, both parties shall make reasonable efforts to settle any such controversy by friendly negotiations. Where any such controversy is not friendly settled, the undersigned shall submit to an arbitral award issued by an independent arbitrator to be appointed by mutual consent of both parties.

### **10.6 DURATION**

This MoU shall be valid until terminated by mutual consent or by one party giving six (6) months written notice to the other.

### **10.7 FINANCIAL COMMITMENTS**

No financial commitment on the part of either party is required by this MoU.

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## 11.0 POINTS OF CONTACT

Director  
Instituto de Tecnologia Agropecuaria,  
4 Rivadavia (1033)  
Buenos Aires,  
Argentina

Executive Director  
National Institute for Scientific and  
Industrial Research  
International Airport Road  
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Zambia

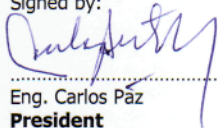
## 12.0 ENTRY INTO FORCE

This MoU shall enter into force upon date of the last signature of the Parties that represent the NABA and NISIR.

IN WITNESS WHEREOF the respective parties hereto have hereunto caused their respective signatures and/or Common Seal and Stamps to be hereto affixed the day and year first before written.

### **INTA**


Signed by:

  
.....  
Eng. Carlos Páez  
**President**

Instituto de Tecnologia Agropecuaria

### **NISIR**

Signed by:

  
.....  
Dr. Mwananyanda M. Lewanika  
**Executive Director**

National Institute for Scientific and  
Industrial Research