

MEMORANDUM OF AGREEMENT

between

LEYTE STATE UNIVERSITY (LSU)

and

CENTRO INTERNACIONAL DE AGRICULTURA TROPICAL (CIAT)

This Memorandum of Agreement entered into and executed by and between:

The ***CENTRO INTERNACIONAL DE AGRICULTURA TROPICAL*** with its office address at the Collaborators' Center, International Rice Research Institute, Los Baños, Laguna, represented herein by the Coordinator of CIAT-Asia, **Dr. Rod Lefroy**; herein referred to as **CIAT**;

-and-

The ***LEYTE STATE UNIVERSITY***, an institution of higher learning established under Presidential Decree No. 470 as amended by Presidential Decree No. 700, with principal office at Baybay, Leyte represented by its President, **Dr. Paciencia P. Milan**; herein referred to as **LSU**.

-WITNESSETH-

COGNIZANT of the need to improve the livelihood of resource-poor upland farmers by providing access to improved agricultural technologies and services;

REALIZING the need to develop and disseminate agricultural technologies for upland farming systems, which improve the productivity and sustainability of land, and contribute to improved livelihood of smallholder upland farmers;

AWARE that LSU as a leading agricultural university, a center for graduate studies in many disciplines and various fields of agriculture, and an institution of higher learning is mandated to provide high quality training and education in agriculture and related fields;

CONSIDERING that CIAT, as a center of the Consultative Group of International Agricultural Research (CGIAR), is mandated to work in partnership with farmers, scientists and policy makers to conduct socially and environmentally progressive research aimed at reducing hunger and poverty and preserving natural resources in developing countries, and to assist partners with building capacity to conduct such research;

RECOGNIZING that LSU and CIAT share a common interest in developing improved agricultural technologies for upland farming systems and in building the capacity of students and scientists to conduct such research.

NOW, THEREFORE, in consonance with the above premises, LSU and CIAT hereby enter into this MOA under the following terms and conditions:

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ARTICLE I
Scope and Areas of Collaboration

1. LSU and CIAT will collaborate in the advanced training of staff and graduate scholars from LSU;
2. LSU and CIAT will work together to develop agricultural technologies for upland farming systems using a participatory approach to research and development;
3. LSU and CIAT will share information and expertise for the mutual benefit of both institutions.

ARTICLE II
Responsibilities of LSU

1. LSU, through FARMi, will work together with CIAT and PCARRD in implementing the CIAT Livelihood and Livestock Systems Project (LLSP) in the Visayas. A full description of the LLSP has been provided to LSU;
2. LSU, through FARMi, will provide for the personnel and linkage requirements necessary for the conduct of the activities of the CIAT-LLSP;
3. LSU will allow Prof. Francisco Gabunada Jr. to take up a full-time research fellowship with the CIAT-Livelihood and Livestock Systems Project, based at LSU and effective from 1 May 2003 until 31 December 2005.

ARTICLE III
Responsibilities of CIAT

1. CIAT, through PCARRD, will provide operational funds necessary for the conduct of activities of the CIAT-LLSP in the Visayas;
2. CIAT will provide salary and associated costs for the research fellowship;
3. CIAT will provide research support for Prof. Gabunada to complete the Master of Science degree that he is working on at LSU.

ARTICLE IV
Implementation and Management

This Memorandum of Agreement shall be implemented through work plans to be developed jointly by LSU and CIAT scientists in the first quarter of each year. The work plans will describe specifically the activities to be carried out under this cooperative program and set forth the envisaged contributions of each party. These work plans shall be agreed upon by the heads of LSU and CIAT-LLSP.

ARTICLE V
Publication and Property Rights

Both parties agree that:

1. Results of collaborative research will be published in the public interest as mutually agreed upon.
2. Although in most cases the results of cooperative work will be published jointly by scientists working for the two organizations, and/or with cooperators from other countries, each party may publish the results separately if so determined by mutual consultation in specific cases. Either party publishing any research findings should give credit to the

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other party's contribution but would at the same time be entirely responsible for the conclusions and interpretations reported.

3. Subject to the execution of Material Transfer Agreements (MTAs) and biosafety rules and regulations, breeding materials, germplasm, etc. will be freely exchanged between LSU and CIAT with due recognition for the sources of seed material. Either Party may use such materials but will give full credit to its source of origin.
4. It is also agreed that all outcomes of the LSU-CIAT joint research activities, including all intellectual property rights (IPR), shall be jointly owned by both parties. As such they should remain in the public domain and shall be available to CIAT and LSU partners and end-users.

ARTICLE VI Amendments


The parties to this Agreement may, by mutual written consent, add, modify, amend or delete words, phrases or articles in this Agreement.

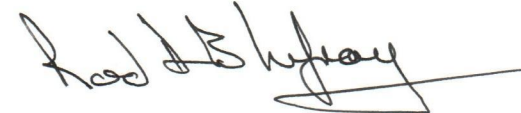
ARTICLE VII Effectivity

This Agreement shall take effect upon signing by both parties and shall remain in force until December 31, 2005 unless terminated, revoked or modified by mutual agreement between the parties. Likewise, this Agreement may be further renewed upon mutual agreement by both parties.

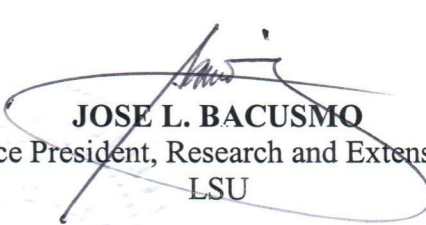
IN WITNESS WHEREOF, the parties have hereunto set their hands this

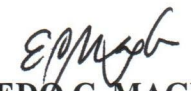
_____ day of _____, _____ at Baybay, Leyte.


PACIENCIA P. MILAN
President
LSU


ROD LEFROY
Coordinator
CIAT-Asia

WITNESSED BY:


JOSE L. BACUSMO
Vice President, Research and Extension
LSU


EDUEDO C. MAGBOO
Philippine LLSP Coordinator
PCARRD

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

Municipality of Baybay)

Province of Leyte)

SUBSCRIBED AND SWORN TO before me this 5th day of May,
2003 affiants as listed below with their respective residence certificates:


PACIENCIA P. MILAN

Res. Cert. No. 10363405

Issued on JANUARY 3, 2003


Issued at BAYBAY, LEYTE


ROD LEFROY

Passport No. E7064675

Issued on 25-7-2000

Issued at BANGKOK


Known to before me to be the same persons who voluntarily executed the foregoing instrument consisting of four (4) pages including this page to which this Acknowledgment is written. The instrumental witnesses hereunto affixed their respective signatures as appearing on the said instrument.

WITNESS MY HAND AND NATURAL SEAL this 5th day of May 2003, _____ at Baybay, Leyte, Philippines.


ARTURO B. ASTORCA

Notary Public

UNTIL DECEMBER 31, 2007

PTR NO. 779242 ISSUED 1/27/2003
BP NO. 562098 ISSUED ON 1/27/2003

Doc. No. 41

Book No. III

Page No. 10

Series of 2003