


W111/239/10/2008
Ministry of External Affairs
(LAC Division)

Enclosed please find the copy of the MoU both in English and Hindi duly signed between India and Brazil for necessary action and implementation as under:

1. MoU between the Department of Animal Husbandry, Dairying & Fisheries, Ministry of Agriculture and Farmers Welfare, Government of the Republic of India and the Brazilian Agriculture Research Corporation, Ministry of Agriculture, Livestock & Food Supply (MAPA, Government of Brazil on **Cooperation in the Fields of Zebu Cattle Genomics and Assisted Reproductive Technologies.**

Kindly acknowledge the receipt.


(Arun Kumar Singh)
Section Officer (LAC)
1st Dec., 2016

Shri D.R. Bharti,
Under Secretary
Deptt. Of Animal Husbandry
Ministry of Agriculture & Farmers Welfare
Krishi Bhavan
New Delhi

*Proposed Animal Husbandry
Ministry
2/12
SO (10)
AE (NPBB) (copy provided)*

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF ANIMAL HUSBANDRY, DAIRYING & FISHERIES,
MINISTRY OF AGRICULTURE AND FARMERS WELFARE,
GOVERNMENT OF THE REPUBLIC OF INDIA

AND

THE BRAZILIAN AGRICULTURE RESEARCH CORPORATION, MINISTRY OF
AGRICULTURE, LIVESTOCK & FOOD SUPPLY (MAPA), GOVERNMENT OF
BRAZIL

ON

COOPERATION IN THE FIELDS OF ZEBU CATTLE GENOMICS AND
ASSISTED REPRODUCTIVE TECHNOLOGIES

The Department of Animal Husbandry, Dairying & Fisheries, Ministry of Agriculture & Farmers Welfare, Government of the Republic of India, hereinafter called "DADF", represented in this legal act by the Secretary of the Department (DADF) and the other Party the Brazilian Agricultural Research Corporation (*Empresa Brasileira de Pesquisa Agropecuária*), a public Institution linked to the Ministry of Agriculture, Livestock and Food Supply of the Federative Republic of Brazil, created by Law nº 5.851, of 12 February 1972, whose bylaws were approved by Decree nº 7.766, of 25 June 2012, registered in the National Corporate Register (CNPJ) under number 00.348.003/0001-10, with headquarters in Brasília, DF, Brazil, at Parque Estação Biológica – PqEB, s/n, Avenida W3 Norte (final), hereinafter called "Embrapa", represented in this legal act by its President Mauricio Antônio Lopes; hereinafter jointly referred to as the "Parties" in this legal instrument, declare their mutual interest and will to broaden their cooperative programs and exchange in the fields of Zebu Cattle Genomics and Assisted Reproductive Technologies. Both Parties express their intention to foster this interaction through cooperation activities.

Have reached the following understanding:

CLAUSE ONE – OBJECTIVE

The Parties shall cooperate in Zebu Cattle Genomics and Assisted Reproductive Technologies through joint projects in the fields of Productivity Improvement of cattle and buffaloes, for the purpose of broadening the existing knowledge base on sustainable dairy development and institutional strengthening.

CLAUSE TWO – AREAS OF COOPERATION

Cooperation shall include, albeit not be limited to, the areas of genomic selection programs in Zebu cattle (Indian cattle breeds) and their crosses and buffaloes through:

1. Application of Genomics in Zebu cattle and their crosses and buffaloes,
2. Application of Assisted Reproductive Technologies (ARTs) in cattle and buffaloes like IVF, and ETT
3. Building capacity of people in Genomics and ARTs,
4. Related research and development in Genomics and ARTs.

CLAUSE THREE – FORMS OF COOPERATION

The MoU includes, but is not limited to, the following types of cooperation:

- i. Exchange of know-how on progeny testing of bulls, genetic evaluation of animals (both traditional and genomic), recording of phenotypes, research on genotype-by-environment interaction, infertility in crossbred bulls, mapping of genes for heat tolerance, and disease resistance under tropic climatic conditions, development of low density Single Nucleotide Polymorphism (SNP) chips for genomic selection, software and database management;
- ii. Exchange of know-how for standardization of In-Vitro Fertilization (IVF) procedures for Zebu cattle, crossbred cattle and buffaloes;
- iii. Develop concrete plans for consultancy, research, training and education, exchange of visiting professionals;
- iv. Exchange know-how on disease control, disease surveillance networks, technologies and procedures in both the countries;
- v. Other mutually agreed activities as stipulated in working agreements and project plans for specific projects.

CLAUSE FOUR – TECHNICAL COOPERATION PROJECTS (TCP)

Cooperation shall be implemented through the execution of Technical Cooperation Projects (TCP) approved by both Parties, which shall clearly define the following, among other items:

- i. objectives and rationale;
- ii. human, material and financial resources to be contributed by each Party;
- iii. rights and duties of each Party;
- iv. intellectual property rights over processes or products, including new plant varieties, obtained within the scope of the cooperation, as well as respective

conditions for effective commercial use thereof.

Sole Paragraph – After the TCPs have been duly signed by both Parties, they shall be legally part of this MoU.

CLAUSE FIVE – IMPLEMENTATION AND EVALUATION COMMITTEE

An implementation committee shall be created with an equal number of representatives of each Party, for the purpose of regularly determining the activities and/or work plans to be developed and subsequently evaluated.

CLAUSE SIX – GENETIC MATERIAL

Either Party may collect and exchange genetic material to be quantified as mutually agreed upon for the joint collaborative Research and Development projects only for the time stipulated in the projects, in strict compliance with the legislation and guidelines in effect, in the countries of the Parties, where the collection and exchange may take place.

Sole paragraph – The Parties shall comply with Acts, Rules and Regulations, prevalent in both countries and shall respect, as Contracting Parties, the International Treaties and Agreements in place in both countries, relating to the access and use of bio-resources and within the scope of this MoU.

CLAUSE SEVEN – INVOLVEMENT OF THIRD PARTIES

The terms of this MoU shall not prevent either Party from carrying out, individually or in cooperation with a third party, research in the areas covered in the TCPs under the scope of this MoU if provisions of said instruments are duly observed.

CLAUSE EIGHT – INTELLECTUAL PROPERTY RIGHTS

Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to this MoU, consistent with their respective laws, rules and regulations and international agreements to which both Parties are committed.

Paragraph One - In case research is carried out solely and separately by one Party or the research results are obtained through the sole and separate effort of one Party, the Party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned Party.

Paragraph Two - In case of research results obtained through joint activities, the grant of

intellectual property rights will be sought by both Parties jointly and once granted these rights will be jointly owned by the Parties.

Paragraph Three - The Parties shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out under the MoU to any third party without the consent of the other Party.

Paragraph Four - In case of research results obtained through joint activities under this MoU both DADF and Embrapa will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the Parties to commercialise the technology in their respective countries. Commercialisation in any other country shall be done jointly through a separate agreement.

CLAUSE NINE - PUBLICATIONS

Any publication, document and/or paper arising out of joint work conducted by the Parties pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the Parties on any publication, document and/or paper will require prior permission of both the Parties. It may however be ensured that the official emblem and logo is not misused.

CLAUSE TEN - CONFIDENTIAL INFORMATION

All information and documents to be exchanged pursuant to this MoU will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The Parties will not use the information for purposes other than that specified without the prior written consent of the other Party.

Paragraph One - All Confidential Information shall remain the exclusive property of the disclosing Party. The Parties agree that this agreement and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party.

Paragraph Two - Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MoU not be transmitted to a third party, unless otherwise agreed by the Parties.

CLAUSE ELEVEN - DISSEMINATION OF RESULTS

The Parties hereby agree to not disseminate any information that may hamper the granting of intellectual property rights over any process or product obtained as a result of the cooperation contemplated in this MoU.

Paragraph One – Due compliance being given to the provisions in the heading of this Clause, either Party shall be entitled to disseminate or publish any results obtained in the execution of a TCP implemented within the scope of this MoU, provided the cooperation program and the names of the other researchers are duly acknowledged in all papers and / or other publications.

Paragraph Two – Both Parties hereby agree to submit to the other Party, for written approval, any information they wish to disseminate or publish, at least thirty (30) days before said dissemination and / or publication.

Paragraph Three – In the event no response is received within thirty (30) days, the Party shall be automatically authorized to disseminate or publish said information in the manner reported to the other Party.

Paragraph Four – The Party disseminating or publishing partial results of TCP activities implemented within the scope of this MoU shall be fully and solely responsible for the applicability and assurance of the information. In such cases, no support shall be expected from the other Party in any judicial or extrajudicial action arising from any alleged direct or indirect damages resulting from the use, applicability, or functionality of the information disseminated or published.

CLAUSE TWELVE – UNFORESEEN CIRCUMSTANCES

Any Party that makes changes in its corporate entity or ceases its activities as a result of government action, succession, transfer or any other legally approved act shall be obliged to state in the document setting forth said change, transaction, or cessation the provisions regarding intellectual property rights negotiated and contained in the TCPs entered into within the scope of this MoU.

Paragraph One – Any accident resulting in unforeseeable losses or damages shall be reported in writing by the affected Party, to the other Party, for the purpose of revising the commitments previously made, but shall not exempt the affected party from any scheduled payments.

Paragraph Two – Each party shall procure adequate insurance against losses and damages covering its participation in the TCPs and according to the legislation in effect in their respective country.

CLAUSE THIRTEEN – LEGAL - INSTITUTIONAL RELATIONS

Each Party is an independent legal institution. No other relations, such as incorporation,

association or risk contracting shall be created between the Parties, nor shall any labour responsibility of one Party be binding over the other.

CLAUSE FOURTEEN – REPRESENTATION AND CONTACTS

The individuals named and qualified below are hereby appointed to act as contacts between the institutions in matters pertaining to this MoU and the joint activities ensuing therefrom:

For Department of Animal Husbandry, Dairying & Fisheries (DADF):
Devendra Chaudhry
Secretary, Government of India

For EMBRAPA :
Mario Seixas
Head of International Relations Secretariat

Sole Paragraph – Each Party shall notify the other, in writing, about the substitution of its representative.

CLAUSE FIFTEEN – DISPUTE SETTLEMENTS

All controversies arising out of, or related to this MoU, shall be solved as follows:

- a) Friendly settlement: the Parties shall attempt to resolve the dispute in good faith through negotiation;
- b) Mediation: if the dispute is not resolved through negotiation, the Parties may choose mediation by a neutral third party elected by common consent;
- c) Arbitration: if the dispute is not resolved through negotiation or mediation, either Party may submit to arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC). The arbitral panel shall be composed of three (3) arbitrators to be appointed in accordance with this Regulation. The result of such arbitration shall be binding.

Paragraph One – The arbitration shall take place at the ICC's headquarters in Paris, France, and all arbitration procedures must be conducted in English.

Paragraph Two – For conflict resolution, the General Principles of Law, including

UNIDROIT Principles of International Commercial Contracts 2010 shall apply.

Paragraph Three – While implementing the activities of TCPs, the law of the country of execution should be complied with.

CLAUSE SIXTEEN – DURATION

This MoU shall come into effect from the date of its signature and shall remain in effect for a period of five (5) years. Thereafter, It shall be renewed for additional five-year periods through subscription of Additional Terms and on mutual written consent of the Parties. Either Party may, after a prior written notice of one hundred and twenty (120) days to the other, terminate the MoU.

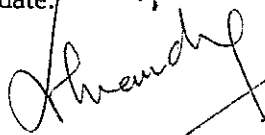
Sole Paragraph– Either Party may request in writing the cancellation and/or voidness of a TCP in the event the other Party fails to fulfill any clause of this MoU while according the other Party full rights of defense. The other Party shall be bound to reimburse the first Party any proven damages resulting from the cancellation of said TCP.

In **WITNESS WHEREOF**, the Parties hereto, Embrapa and DADF, acting by their legal representatives, subscribed their names to three identical copies of this MoU.

Signed at Goa, India on 17.10.2016 in two originals, each in Portuguese and English languages, both texts being equally authentic. In case of divergence in interpretation, the English version shall prevail.

Place and date:

Goa, 17.10.2016.



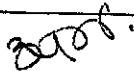
Devendra Chaudhry
Secretary, Government of India Department
of Animal Husbandry, Dairying & Fisheries
(DADF)

Place and date:

Mauricio Antônio Lopes
President
Embrapa

Witness 1:

Signature

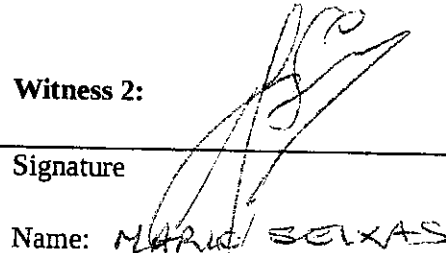


Name: **DR. BHUSHAN TYAGI**
AC DADF

Identification:

Witness 2:

Signature



Name: **MARIA SELVAS**

Identification: