
Memorandum of understanding between IFAD and the French research institutes – CIRAD, INRAE, IRD

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Action: The Executive Board is invited to authorize the President of IFAD to finalize and sign the memorandum of understanding between IFAD and the French research institutes – CIRAD, INRAE, IRD.

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Memorandum of understanding between IFAD and the French research institutes – CIRAD, INRAE, IRD

I. Partner institutions

1. The Centre for International Cooperation in Agricultural Research for Development (CIRAD), the National Research Institute for Agriculture, Food and the Environment (INRAE) and the National Research Institute for Sustainable Development (IRD) have expressed their willingness to strengthen and deepen their cooperation with IFAD in order to enhance their collective effectiveness in advancing agricultural development and food security in developing countries.
2. CIRAD is a public industrial and commercial institution dedicated to agricultural research for sustainable development in the Global South. Its mission is to generate new knowledge in partnership with countries in the Global South, translate this knowledge into development actions, and contribute to evidence-based public policy, within the framework of its 2018–2028 strategic vision.
3. INRAE is a public scientific and technological institution established through a merger between the National Institute for Agricultural Research, and the National Research Institute of Science and Technology for the Environment and Agriculture. Its mission is to produce and disseminate scientific knowledge, support innovation and inform public policy, particularly within the framework of its international strategy and operational plan (INRAE 2030).
4. IRD is a public scientific and technological institution that, together with its partners, conducts research, training, and innovation activities in more than 50 countries. Its mission is to contribute to reducing poverty and inequality, promote the sustainability of food systems, protect biodiversity, and support adaptation to climate change, as outlined in its 2016–2031 strategic orientation plan.

II. Context and scope of the memorandum of understanding

5. IFAD, CIRAD, INRAE and IRD share the common objectives of transforming agricultural and food systems through scientific support for innovation, private sector engagement, value chain strengthening and public policy support, with a specific focus on fragile regions, sustainable rural development, climate resilience and biodiversity protection.
6. By formalizing this collaboration, justified by the strong convergence between IFAD's mandate and the scientific expertise of CIRAD, INRAE, and IRD, IFAD will benefit from world-class research capacities to strengthen innovation, climate resilience, biodiversity protection and value chain development in its operations, particularly in fragile and vulnerable rural contexts. The partnership will enhance evidence-based policy engagement and accelerate the scaling of transformative solutions for smallholder farmers. Through this memorandum of understanding (MoU), IFAD aims to leverage complementary strengths to maximize development impact and support sustainable rural transformation at global, regional and national levels.
7. The purpose of this MoU is to provide an overarching framework for collaboration between the Parties, in accordance with their respective mandates, with a view to promoting joint research, expertise, knowledge production, project design and implementation, and resource mobilization activities.
8. The MoU does not imply any financial commitment on the part of the Parties. Any activity involving a transfer of funds shall be subject to separate legal agreements

(specific contracts) concluded in accordance with the rules and procedures applicable to each Party.

9. The modalities of this collaboration are structured through a framework that respects the mandates, rules and resources of each Party. Activities may include data sharing, collective expertise, project development, facilitation of financial partnerships, and knowledge management. Implementation will be coordinated by a quadripartite technical committee that will meet regularly to provide strategic guidance, review progress and ensure effective coordination.
10. The MoU serves as an expression of the Parties' intention to collaborate in a spirit of strategic partnership, based on their respective comparative advantages.

III. Alignment with IFAD strategies

11. The objectives and principles of the MoU are fully in line with IFAD's strategic priorities, particularly those of the Thirteenth Replenishment of IFAD's Resources (IFAD13), which focus on:
 - Supporting populations facing crises;
 - Strengthening climate resilience and protecting biodiversity;
 - Creating jobs and economic opportunities, particularly through the private sector, as well as advancing cross-cutting themes such as nutrition, water, social inclusion, innovation and scaling up.
12. Cooperation with CIRAD, INRAE and IRD strengthens IFAD's capacity to mobilize scientific expertise, support science-based public policies, and maximize the impact of its interventions in its Member States.

IV. Recommendation

13. In accordance with article 8, section 2 of the Agreement Establishing IFAD, the Executive Board is invited to authorize the President of IFAD to finalize and sign the MoU between IFAD, CIRAD, INRAE and IRD on the basis of the terms presented in this document.
14. The signed MoU will be submitted to the Executive Board for information at a subsequent session.

MEMORANDUM OF UNDERSTANDING
BETWEEN

The International Fund for Agricultural Development (IFAD), with headquarters at Via Paolo di Dono – 00142 Rome – Italy, duly represented by Mr Alvaro Lario, in his capacity as President, hereinafter referred to as "IFAD", on the one hand,

AND

The Centre for International Cooperation in Agricultural Research for Development (CIRAD), with its headquarters located at 42 rue Scheffer, 75116 Paris (France), registered in the Paris Trade and Companies Register under number 331 596 270, and duly represented by Ms Elisabeth Claverie de Saint Martin, in her capacity as Chairperson-Director General, hereinafter referred to as "CIRAD", on the other hand,

AND

The French National Research Institute for Agriculture, Food and the Environment (INRAE), whose registered office is located at 147 rue de l'Université, 75338 PARIS, duly represented by Mr Philippe Mauguin, in his capacity as Chairman and Chief Executive Officer, hereinafter referred to as "INRAE", on the other hand,

AND

The French National Research Institute for Sustainable Development (IRD), whose registered office is located at 44, boulevard de Dunkerque, CS 90009, F-13572 Marseille Cedex 02, duly represented by Ms Valérie Verdier, in her capacity as Chief Executive Officer, hereinafter referred to as "IRD", on the other hand,

Hereinafter referred to individually as the "Party" and collectively as the "Parties",

PREAMBLE

This memorandum of understanding (hereinafter referred to as the "Memorandum of Understanding") is concluded between CIRAD, INRAE, IRD and IFAD (hereinafter referred to as the "Parties");

CONSIDERING that IFAD is a specialised agency of the United Nations and an international financial institution, established by an international agreement with the aim of mobilising additional resources to support the agricultural sector in developing countries. To achieve this objective, IFAD mainly finances specific projects and programmes designed to strengthen and develop food production systems, but also to strengthen the corresponding policies and institutions concerned within the framework of national priorities and strategies. IFAD's action is currently part of its IFAD13 investment programme, which specifies its priority regions of intervention, including Africa, and its main areas of intervention;

CONSIDERING that CIRAD is a French public industrial and commercial establishment under the supervision of the Ministry of Higher Education and Research and the Ministry of Europe and Foreign Affairs, and is a national applied research organisation dedicated to agricultural research for sustainable development in the countries of the South;

RECOGNISING that CIRAD's mission is to generate new knowledge in partnership with countries in the Global South, translate it into development actions within the framework of innovation systems, participate in debates on major global issues in agriculture, food and rural areas in order to inform political processes and contribute to the development of appropriate public policies at national and international levels, and support the strengthening of the skills of development actors. CIRAD has adopted a policy document detailing its strategic vision and ambitions for the period 2018-2028;

CONSIDERING that INRAE is a public scientific and technological institution and a national applied research organisation for food, agriculture and the environment, resulting from the merger between the French National Institute for Agricultural Research (INRA) and the French National Institute for Research in Science and Technology for the Environment and Agriculture (IRSTEA); as a French public institution, it is under the dual supervision of the Ministry of Higher Education and Research and the Ministry of Agriculture and Food Sovereignty;

RECOGNISING that INRAE's mission is to produce and disseminate scientific knowledge, support agronomic, socio-economic and environmental innovation, inform public policy through its excellent research and expertise, develop scientific and technical culture and participate in the science/society debate, and provide training in research and through research. In the context of the major challenges identified in its policy document and its strategy for Europe and the international community, an operational plan #INRAE2030 has been adopted in which its relations with the main partners in international agronomic and food research on the one hand, and its collaboration with European and international institutions on the other, occupy a central place;

CONSIDERING that IRD is a French public scientific and technological institution under the supervision of the Ministry of Higher Education and Research and the Ministry of Europe and Foreign Affairs, which co-develops, with its national and international partners, research, training and innovation activities in more than 50 countries in Africa, Latin America, Asia and the Pacific.

RECOGNISING that the IRD's mission is to conduct research that provides concrete responses to priority needs such as the fight against poverty and inequality, the preservation of biodiversity, the sustainability of food systems, climate change mitigation and adaptation, and the consideration of social dynamics. Within this framework, the IRD is committed to building the science of sustainability on an international scale, where teams exchange perspectives, disciplines and knowledge through long-term partnerships to co-construct robust solutions and inform public policy in the long term. Research questions are developed with actors in the field and local populations. The IRD thus supports the transformation of societies towards fairer and more sustainable social, economic and ecological models. The IRD's 2016-2031 strategic orientation plan is based on three pillars: "building together, understanding together, transforming together";

CONSIDERING that IFAD, CIRAD, IRD and INRAE share common objectives in supporting the transition to sustainable agricultural and food systems to meet global challenges with a view to achieving the 2030 Agenda and the Paris Agreement objectives, and wish to promote integrated solutions that encourage the large-scale implementation and adoption of climate-resilient practices that respect the environment, as well as the sustainable use and conservation of biodiversity, while supporting gender equality and the economic empowerment of women.

CONSIDERING the existing agreements and cooperation between the Parties, such as the letter of intent between IRD and IFAD signed in February 2024, the partnership agreement signed on 3 February 2014 between IFAD and INRAE (initially signed by Agreenium, which in April 2015 became the French Agronomic, Veterinary and Forestry Institute - IAVFF, an organisation dissolved by Art. 23 of Law No. 2020-1674, which transferred its rights and obligations to INRAE, the host institution of the Agreenium Alliance coordination and support unit) or the expertise contracts between CIRAD and IFAD;

CONSIDERING that the Parties wish to conclude this Memorandum of Understanding with a view to strengthening, developing and clarifying their cooperation and effectiveness in order to achieve their common objectives in the field of agricultural development and food security in developing countries;

CONSIDERING that the Parties wish their cooperation to cover a wide range of activities, which may include, but are not limited to, capacity building, knowledge generation and exchange, expertise, project design and implementation, provision of resources and establishment of funding initiatives for the achievement of their common goals and objectives;

THE PARTIES HAVE AGREED TO COOPERATE AS FOLLOWS:

Article 1: Interpretation and purpose

1. The purpose of this Memorandum of Understanding is to provide a framework for collaboration between the Parties, in accordance with their respective mandates, missions, rules and regulations, in order to promote the achievement of their common goals and objectives in areas of cooperation of mutual interest, in line with the strategic objectives of IFAD and the priority areas of CIRAD, INRAE and IRD, building on the comparative advantages of each Party, as specified in Article 2 below.
2. Any annex to this Memorandum of Understanding forms an integral part thereof. References to this Memorandum of Understanding shall be construed as including any annex, as amended in accordance with the provisions of this Memorandum of Understanding.
3. This Memorandum of Understanding does not imply any financial commitment on the part of the Parties. The activities provided for under this Memorandum of Understanding shall be implemented subject to the availability of the necessary personnel and financial resources. The implementation of projects and programmes under this Memorandum of Understanding, including those involving the transfer of funds between the Parties, shall require the conclusion of separate legal agreements between the Parties (hereinafter referred to as "Specific Contracts"), in accordance with their respective rules and regulations. The provisions of the Specific Contracts shall be subject to the provisions of this Memorandum of Understanding.
4. Specific contracts concluded between the Parties shall detail the technical, financial and other terms and conditions of the collaboration, as well as aspects relating to the role, tasks and responsibilities of each Party.

Article 2: Areas of cooperation

1. The Parties have agreed to cooperate in the areas of mutual interest identified below within the framework of this Memorandum of Understanding:

The development of inclusive, equitable and sustainable food systems to provide healthy food through improved nutrition, support for rural, urban and peri-urban agriculture, fisheries and aquaculture, and the development and dissemination of agroecological practices, including biofertilisers and pesticide reduction.

Strengthening the resilience of agriculture to climate change and protecting biodiversity through the protection and enhancement of biodiversity, support for smallholder farming, livestock farming and pastoralism, and the emergence of agroecological systems

Preserving and sustainably managing natural resources by combating land and soil degradation, preserving and sustainably managing tropical forests, and sustainably managing water resources

The development of rural areas through scientific support for socio-economic actors and innovation through support for the private sector, producer organisations and job creation, support for innovation processes, the development of digital agriculture, the strengthening of value chains and their added value, support for public policies, the establishment of sustainable finance and microfinance, and support for approaches and methods of intervention in so-called "fragile" areas

2. The Parties also agree to contribute jointly to IFAD's rural development strategy and to IFAD's strategic priorities, which are to contribute to the transformation towards resilient food systems and rural development, support smallholder agricultural production, access to markets and resilience building, and priority investments in "fragile" areas. More specifically, the Parties agree to support the implementation of IFAD's investment programme – starting with IFAD13 and its three main priorities: supporting populations in the face of crises, strengthening climate resilience and protecting biodiversity, and creating jobs and economic opportunities by strengthening support for the private sector, as well as cross-cutting themes such as nutrition, water, social inclusion, innovation and scaling up.

3. The Parties agree to continue contributing to international commitments through their cooperation, in particular the implementation of the 2030 Agenda and its Sustainable Development Goals, the three Rio Conventions and certain regional commitments such as the Nairobi Declaration on Soil Health and Fertilisers of November 2023.

4. The Parties believe that further progress can be made in these areas through cooperation, which may take the following forms, subject to the regulations applicable to each Party:

a. Participation in the implementation, within international coalitions, international platforms or in regions, of all the priority themes mentioned above, but also to promote the scientific analysis of data from projects. Such arrangements shall be concluded within the framework of separate institutional agreements, in accordance with the rules and procedures applicable to IFAD and other Parties concerned, as well as applicable regulations.

b. Support for partner country programming and the definition of science-based public policies through the establishment of science-policy interfaces such as collective expertise.

c. The development and implementation of development projects through the mobilisation of relevant mechanisms (partnership networks, research infrastructure, geographical presence, etc.) and by jointly facilitating the mobilisation of financial partners with whom the Parties interact (Agence Française de Développement (AFD), the European Union (EU), the World Bank (WB), Global Environment Facility (GEF).

d. Support for the various project cycles, in particular by calling on IFAD's pools of experts, who are involved at each key stage: from project design to the joint methodological development of integrated projects and their implementation. Particular attention will be paid to strengthening evaluation approaches and methodologies, whether ex-ante or ex-post, and to analysing their results.

e. Enhanced contribution of research to specific IFAD requests, such as the development and implementation of its future knowledge management strategy and others to be agreed upon by both Parties.

f. Joint participation in major initiatives such as the TSARA initiative (Transforming Food Systems and Agriculture through Research in Partnership with Africa), the Great Green Wall (GGW) initiative for the Sahelian territories, the VACS initiative for resilient food systems, the international PARM initiative for the integration of agricultural risks into agricultural policies, and the international PREZODE initiative for integrated "One Health" management.

g. The organisation of joint events during international meetings such as the United Nations COPs, with the particular aim of strengthening their contributions to the interfaces between science and policy.

h. Strengthening links with the private sector through tools that support innovation processes (living labs, innovation hubs, support, etc.) in the IFAD model of investment with the private sector.

5. The Parties have identified activities, projects and programmes that could constitute the initial phases of this collaboration, hereinafter referred to as the "Work Programme". The Work Programme is attached as an annex to this Memorandum of Understanding. It may be reviewed by the Parties if they deem it necessary. It will be submitted for approval by all Parties in the event of substantial changes.

6. The activities described in this Memorandum of Understanding and in the Work Programme shall not be considered to exclude or replace other forms of cooperation between the Parties, which the latter may agree upon in accordance with Article 4 in order to respond to new issues of mutual interest that may arise.

Article 3: Knowledge sharing and information exchange

1. Exchange of information between the Parties for research or internal use:

To the extent possible, i.e. subject in particular to the existence of confidential information as defined in Article 8 below, or the intellectual property rights of the Parties or third parties, and subject to the application of the rules and procedures specific to each Party, IFAD, CIRAD, INRAE and IRD wish to facilitate the sharing of knowledge, including the exchange of information and documents strictly necessary for the achievement of the objectives of this Memorandum of Understanding and relating to priority themes. Each Party may grant access to such information to the other Parties upon written request, in accordance with its own rules and procedures. This information shall be used by the other Parties solely for the purposes of carrying out the joint research, development and expertise activities provided for in this Memorandum of Understanding or for internal use. It shall not be used for research with third parties or for industrial and commercial activities.

All written requests shall be addressed to the persons expressly designated for this purpose by each Party. Failure to respond shall not constitute authorisation of access.

Subject to the above provisions, IFAD, CIRAD, INRAE and IRD shall have free and unrestricted access, for their internal use, to all information exchanged under this Memorandum of Understanding, as far as possible.

2. Sharing of the Parties' Results with Third Parties:

In line with the widespread availability of scientific publications, IFAD, CIRAD, INRAE and IRD will endeavour to make the results freely available, such as information, technical and/or scientific knowledge, software, data or inventions, whether patentable or not, created by all or several of the Parties within the framework of this Memorandum of Understanding (hereinafter the "Results") and to make the data discoverable, accessible, interoperable and reusable as far as possible. However, making the Results freely available shall be subject to compliance with the intellectual property rights held by third parties, the confidential or sensitive nature of the data and/or Results concerned, and compliance with the terms and conditions set out in the specific Contracts referred to in Article 9.

Article 4: Coordination and review mechanisms

1. A quadripartite institutional technical coordination committee (hereinafter the "Committee"), composed of one representative per Party, shall meet in person or by videoconference at least once a year and as often as necessary at the request of one of the Parties, according to an agenda agreed upon in advance, to develop and monitor collaborative activities, projects and programmes. In this context, the Parties may:

- a. discuss technical and operational issues arising in the progress towards the objectives of this Memorandum of Understanding;
- b. provide overall strategic guidance for the implementation of this Memorandum of Understanding;
- c. monitor progress in the implementation of this Memorandum of Understanding and exchange views on lessons learned;
- d. review the progress of activities undertaken by the Parties under a separate legal agreement in the priority areas of cooperation referred to in Article 2 above;
- e. ensure liaison and coordination with the high-level strategic and technical dialogues organised in accordance with any provisions agreed between France and IFAD;
- f. examine implementation reports and decide on any necessary reorientations.

2. Depending on the items on the Committee's agenda, a Party may invite any other expert whose participation it considers useful to the discussions, provided that it informs the other Parties in advance.

The Party inviting the expert undertakes to ensure that the expert complies with the confidentiality obligations set out in Article 8 below and to ensure that the expert is not in a situation of conflict of interest.

3. Minutes of the Committee's proceedings shall be drawn up and sent to the Committee participants. Each set of minutes shall be submitted to the Committee members within three (3) weeks and shall be deemed to have been approved unless otherwise indicated within fifteen (15) calendar days of its communication. The secretariat shall be provided alternately by each Party.

4. When selecting joint activities, projects and programmes to be carried out under this Memorandum of Understanding, due account shall be taken of the geographical coverage, implementation capacity and experience of the Parties in the field in question.

5. In the context defined above, other multilateral meetings at the level of officials and experts shall be encouraged and organised on an ad hoc basis, as deemed necessary by the competent divisions of the Parties for the implementation of joint activities, projects and programmes in specific areas, countries and regions.

6. The objectives of this Memorandum of Understanding shall also be achieved through the activities detailed in the Work Programme annexed to this Memorandum of Understanding.

7. In order to implement activities, projects and programmes in the agreed priority areas, the Parties shall conclude separate legal agreements in accordance with paragraph 3 of Article 1 above.

8. When a Party organises a meeting with external participation on topics related to this Memorandum of Understanding, it shall make every effort to invite the other Parties to participate.

Article 5: Status of the Parties and their personnel

1. The Parties acknowledge and agree that they are independent and separate entities. Employees, staff members, representatives, agents, contractors or related entities of each Party, including personnel engaged to carry out the activities, projects or programmes provided for in this Memorandum of Understanding, shall not, in any respect or for any purpose, be considered employees, staff members, representatives, agents, contractors or related entities of the other Parties.

2. The Parties shall carry out the activities provided for in this Memorandum of Understanding in accordance with the rules and regulations to which they are subject. Where the application of such rules is likely to impede the implementation of this Memorandum of Understanding or compliance with its provisions, the Party concerned undertakes to inform the other Parties with a view to resolving the matter amicably.

3. None of the Parties shall be entitled to act or make legally binding statements on behalf of the other Parties. Nothing in this Memorandum of Understanding shall be construed as constituting a joint venture, agency, interest group or any other type of formal grouping or entity between the Parties.

Article 6: Announcement and publicity

1. Each Party may refer to its collaboration with the other Parties in its internal documents.

2. At a time agreed upon by the Parties, each Party may issue a press release and make public statements regarding the Memorandum of Understanding and/or the relations between the Parties under the Memorandum of Understanding, the content of which must be approved in writing by the other Parties, it being understood that the other Parties may not unreasonably withhold or delay such approval.

3. Whenever making a public announcement or communication concerning the collaboration carried out under this Memorandum of Understanding, the Parties shall express in a factual manner the actual contribution of each of them.

4. A reference to this Memorandum of Understanding may be mentioned on the Parties' websites after its entry into force.

Article 7: Use of name and logo

The Parties undertake not to use the name or logo of the other Parties in their press releases, notes or other communication materials relating to this Memorandum of Understanding without the prior written consent of the Party concerned.

In any event, the name or logo of each Party and any reference thereto may only be used under conditions such that in no way may the image, reputation or notoriety of the said Party be damaged.

Article 8: Confidentiality

1. Confidential information includes scientific, technical or commercial information exchanged by any means between the Parties, in any form or medium, and designated or deemed as such during the negotiation and during the execution of this Memorandum of Understanding and the separate legal agreements referred to in paragraph 3 of Article 1 above.

2. It is understood that each Party may possess confidential information belonging to it or to third parties collaborating with it. Information provided by one Party (the "Disclosing Party") to the other Parties (the "Receiving Parties") under this Memorandum of Understanding shall be treated as confidential by the Receiving Parties.

3. The receiving Parties shall take all reasonable measures to preserve the confidentiality of the information referred to in paragraph 1 above and shall use such information only for the purposes for which it was provided. The receiving Parties shall ensure that persons who have access to such information are aware of the obligations of the receiving Parties under this Protocol and are required to comply with them.

4. Notwithstanding the foregoing, there shall be no obligation of confidentiality and no restriction on use where: (i) the information is publicly available or becomes so otherwise than through the action of the receiving Parties; or (ii) the information was already known to the receiving Parties (as evidenced by their records) prior to its receipt; or (iii) the information was received from a third party without breach of any confidentiality obligation to the disclosing Party; or (iv) the disclosing Party has given the receiving Parties its written consent to the disclosure.

5. The Parties may only disclose the information referred to in paragraph 1 to third parties with the consent of the issuing Party or Parties.

6. This confidentiality obligation shall remain in force for the duration of the Memorandum of Understanding and for five (5) years following its expiry.

Article 9: Intellectual property rights

1. Each Party is and remains the sole owner of all technical and/or scientific information and knowledge, in any form whatsoever, including software, results, data or inventions, whether patentable or not, owned or controlled by each Party prior to this Memorandum of Understanding (the "Prior Knowledge"). The necessary authorisations for the use of such Prior Knowledge by the other Parties shall be subject to the terms and conditions set out in specific Contracts.

All intellectual property rights relating to Results shall be dealt with in specific Contracts with terms and conditions defined taking into account the respective human and material contributions of each Party.

2. Specific terms and conditions - Data and databases

This article applies to data and databases used by the Parties. It is supplemented by the following provisions: (i) Depending on the stage of processing by the Parties at the time of signing this Memorandum of Understanding, data and databases may constitute either Background or Results. The Parties shall consult on the appropriateness of using them to carry out their joint research activities. (ii) In particular, depending on the type of data or databases concerned, the Parties shall ensure that the nature and status of these elements are compatible with (a) their expected use during the implementation of the projects, or (b) the dissemination prospects envisaged at the end of these projects, and (c) in any event, with the provisions relating to the protection of personal data set out in Article 13 below.

3. Specific provisions - Software

This article applies to software and is supplemented by the following provisions: where applicable, the Parties shall keep each other informed of the contribution, in Background, of any software subject to a "free" ("open source") user licence. This information will enable the Parties to anticipate the effects of using this type of software, in particular on its use, reuse and modification.

Article 10: Publications

1. All publications and reports relating to a project shall be submitted for review and explicit approval by each Party before being made public.

Each Party shall communicate its decision within a reasonable period of time to be agreed upon by separate correspondence, starting from the date of the initial request.

If information contained in the publication or report relating to a scientific project is subject to industrial property protection, one of the Parties may delay publication or communication for a maximum period of eighteen (18) months from the date of the request for publication or communication by a Party.

2. All work, publications or communications carried out under this Memorandum of Understanding and separate legal agreements shall refer to the collaboration between the Parties. In addition, the names of the Parties and the researchers involved shall be clearly and prominently displayed. The Parties' logos may be included, in accordance with each Party's graphic charter, after obtaining their prior written consent.

3. Joint publications, if substantial, shall be subject to a separate co-publishing agreement with the aim of producing these documents as co-branded products, with the associated rights and acknowledgements applicable to each Party.

4. It is agreed that the provisions of this article and Article 9 above shall not prejudice:

- the obligation of each person participating in the cooperation programme and collaborative activities to submit an activity report to the institution to which they belong, insofar as such communication does not constitute disclosure within the meaning of the intellectual property laws applicable to such persons. If that institution is a third party to this Memorandum of Understanding, the Party submitting the report undertakes to (a) inform the other Parties in advance; (b) bring the obligations of Articles 8 and 9 above to the attention of the third party and ensure that the third party complies with those obligations. Where applicable, in the case of highly confidential information, this report shall be kept confidential;

- nor to the defence of theses or habilitation to supervise research (HDR) by researchers whose scientific activity is related to the subject matter of this Memorandum of Understanding, such defences to be organised whenever necessary in such a way as to guarantee, while complying with the university regulations in force, the confidentiality of certain results of the work carried out under this Memorandum of Understanding.

Article 11: Reciprocal hosting of personnel

1. Within the framework of this Memorandum of Understanding, the Parties may, for the implementation of specific activities, exchange or host scientific or technical personnel from another Party on their premises, subject to the Parties' agreement on the principle and terms of such assignment. Personnel from one Party hosted in the facilities of another Party shall be subject to the health and safety rules in force in those facilities. They shall comply with the internal rules and reasonable instructions given to them, in particular regarding the use of any equipment made available to them. The terms and conditions of the hosting shall be set out in specific contracts.

2. The Parties shall retain administrative and scientific responsibility for their respective personnel. Consequently, each Party shall bear sole responsibility for the costs incurred in its capacity as employer. In the event of an accident involving an employee of one Party hosted on the premises of another Party, the latter shall notify the employing Party as soon as possible.

3. A Party shall not be regarded as the employer of the staff of another Party under any agreement concluded with the other Parties for the implementation of this Article. Each Party shall assume all the obligations incumbent upon it as an employer in respect of the personnel employed by it and hosted by another Party, in particular with regard to the remuneration, social security cover and liability of its personnel, and shall continue to exercise all administrative management prerogatives (assessment, promotion, discipline) in respect of them.

Article 12: Responsibility

1. Each Party shall be responsible for the proper execution of its part of the project in accordance with its obligation of means and for the quality of the personnel it decides to assign to a project. They shall be responsible for the scientific and technical supervision of their own personnel.

2. Each Party shall be responsible for handling any complaints or claims arising from its own actions or omissions or those of its personnel in connection with this Memorandum of Understanding. The Parties mutually waive the right to claim compensation for indirect damages (loss of production, loss of earnings, etc.) that may arise in connection with this Memorandum of Understanding.

Article 13: Management of personal data

The Parties undertake to ensure appropriate protection of personal data in accordance with their respective obligations and international standards. They acknowledge and agree that, in performing their obligations under this Memorandum of Understanding, each Party shall also endeavour to comply with its internal policies and procedures. This includes, in particular, the lawful, fair and transparent processing of data, purpose limitation, data minimisation, data accuracy, storage limitation, security measures, adequate controls for data transfers, and accountability.

In the event that personal data is processed in the implementation of any specific Contract, the Parties shall agree on the appropriate data protection clauses to be included therein.

Article 14: Commitment to respect the principles and values of the Parties

1. The Parties undertake to respect internationally recognised principles concerning human rights, the environment and the fight against corruption, as set out in the principles of the United Nations Global Compact <https://www.unglobalcompact.org/what-is-gc/mission/principles>

2. The Parties certify that they apply zero tolerance for all forms of sexual abuse and recognise that sexual exploitation, sexual abuse and sexual harassment violate human rights and are incompatible with the fundamental values of the United Nations system. The Parties confirm that they have put in place appropriate and effective mechanisms to prevent and address behaviour that is incompatible with their fundamental values. The Parties undertake to inform each other promptly of any allegations made against their employees and any other persons involved in the implementation of activities related to this Memorandum of Understanding that have been found credible under the aforementioned mechanisms.

Article 15: Privileges and immunities

Nothing in this Memorandum of Understanding or in any other document or arrangement related thereto shall be construed (i) as a waiver by IFAD of any rights, immunities, privileges or exemptions enjoyed by it under the Agreement establishing IFAD, the Convention on the Privileges and Immunities of the Specialised Agencies of the United Nations, or any other international treaty or convention, or by the other Parties to their privileges and immunities, nor as extending the privileges or immunities of either Party to the other Parties or their respective personnel, (ii) as acceptance by IFAD of the applicability of the laws of any country to it, or (iii) as acceptance by IFAD of the jurisdiction of the courts of any country over it.

Article 16: Settlement of disputes

Any dispute relating to the interpretation or application of this Memorandum of Understanding between two or more Parties shall first be settled amicably between the Parties. The Party wishing to implement this amicable procedure shall notify the other Parties concerned by registered letter with acknowledgement of receipt, specifying the difficulties encountered or the breaches observed. This letter shall serve as a formal notice to remedy the breaches observed and shall set out the proposal for amicable settlement. The Parties that have received this letter shall have thirty (30) calendar days to make known their interpretation of the events, their own proposal for amicable settlement of the dispute, their refusal to accept the proposal for amicable settlement of the dispute, or their approval. The Party that initiated the amicable settlement shall have thirty (30) calendar days to respond.

If the dispute cannot be resolved amicably in this manner, the Parties shall seek to settle the dispute through mediation, which shall be conducted in accordance with the UNCITRAL Mediation Rules currently in force.

Article 17: Correspondence

All correspondence relating to the implementation of this Memorandum of Understanding, including notifications made pursuant hereto, shall be addressed:

For IFAD:	<p>Lead Global Technical Specialist - Livestock, Sustainable Production, Markets and Institutions Division, Office of Technical Delivery a.mottet@ifad.org</p> <p>Senior Innovation Officer Office of Development Effectiveness g.moralesguevara@ifad.org</p> <p>Via Paolo di Dono Rome 00142, Italy +39 06 54 591</p>
For CIRAD	<p>Deputy Director General for Research and Strategy, 42, rue Scheffer 75116 Paris - France +33(0)4 67 61 49 65 dgdrs@CIRAD.fr</p>
For INRAE	<p>Director of International Relations 147, rue de l'Université 75007 Paris, France +33(0)1 42 75 91 18 international@inrae.fr</p>
For IRD	<p>Director of International Relations and Europe 44, Boulevard de Dunkerque 13572 Marseille Cedex 02 - France +33(0)4 91 99 92 00 drie@ird.fr</p>

Article 18: Notification and amendments

1. Each Party shall promptly notify the other Parties in writing of any significant change, planned or completed, that may affect the implementation of this Memorandum of Understanding.
2. This Memorandum of Understanding may be amended by an addendum signed by all Parties. Unless otherwise specified in the addendum, the addendum shall enter into force on the date of the last signature affixed. Each Party shall give favourable consideration to any proposal for amendment made by the other Parties.

Article 19: Entry into force, duration and termination

1. This Memorandum of Understanding shall be signed by the duly authorised representatives of the Parties and shall enter into force on the date of the last signature. It shall remain in force **for four (4) years**, unless terminated in accordance with the provisions of this Article.
2. Subject to satisfactory implementation, this Memorandum of Understanding may be renewed for a similar period by written amendment.
3. This Memorandum of Understanding may be terminated by mutual consent of all Parties. This provision is without prejudice to the obligations of any Party under paragraph 5 of this Article.
4. Any Party may withdraw from this Memorandum of Understanding by giving three months' written notice to the other Parties. Such withdrawal shall entitle the Party withdrawing from the Memorandum of Understanding to also withdraw from any separate agreement concluded under this Memorandum of Understanding in accordance with paragraph 3 of Article 1 above (referred to as "separate agreements" in this Article 20), subject to the application of the withdrawal mechanisms, or where applicable termination mechanisms, provided for in such agreement(s). The withdrawing Party shall not be entitled to enter into any new separate agreement under this Memorandum of Understanding with the or other Parties. In the event that a Party that has withdrawn from the Memorandum of Understanding remains party to one or more separate agreements already concluded, those agreements shall continue to be governed by the provisions of this Memorandum of Understanding in accordance with the provisions of Article 1.3 above, notwithstanding the withdrawal.
5. Any termination or withdrawal from this Memorandum of Understanding in accordance with paragraphs 3 and 4 of this Article shall be without prejudice to (i) the completion of any collaborative activities in progress under this Memorandum of Understanding or any separate agreement entered into under this Memorandum of Understanding in accordance with paragraph 3 of Article 1 above; and (ii) all other rights and obligations of the Parties prior to the date of termination and arising from this Memorandum of Understanding.
7. The provisions of Articles 8, 9, 13 and 16 above, and Article 20 shall remain in force after the expiry or termination of this Memorandum of Understanding.
8. The provisions of Article 8 above shall be enforceable against the Parties during the term of this Memorandum of Understanding and for a period of five years following its expiry or termination.

Article 20: Applicable law

This Memorandum of Understanding and any related contractual documents shall be governed by general principles of law, to the exclusion of any particular national legal regime. This Memorandum of Understanding shall also be interpreted in the light of the UNIDROIT Principles of International Commercial Contracts 2016.

IN WITNESS WHEREOF, the duly authorised representatives of the Parties have signed below.

For IFAD	For CIRAD	For INRAE	For IRD
Alvario Lario	Elisabeth Claverie de Saint Martin	Philippe Mauguin	Valérie Verdier

President	Chief Executive Officer	Chief Executive Officer	Chief Executive Officer
Date:	Date:.....	Date:	Date:.....