

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into and executed by the **Centre for Genetic Resources, the Netherlands** (hereinafter referred to as **CGN**) and the **Rice Research Station, Rokupr, Sierra Leone** (hereinafter referred to as **RRSR**).

I. Purpose

The purpose of this MOU is to establish, within the framework of a co-operation through the Community Biodiversity Development and Conservation programme, a Safety Duplicate Collection (hereinafter referred to as **SDC**) of seed material of agricultural crops, in particular rice, originating in Sierra Leone, having been included in the base collection of the RRSR.

II. Statement of common interest

CGN is part of the Foundation DLO (Agricultural Research Department) of Wageningen University and Research Centre and executes the major genetic resources programme for agricultural crops of the Netherlands under a mandate of the Netherlands Ministry of Agriculture, Nature Management and Fisheries. It maintains the crop genebank of the Netherlands. The genebank represents the Dutch contribution to the *ex situ* conservation of genetic diversity relevant to crops.

The RRSR is a national research centre responsible for conducting research on rice and other important cereals in Sierra Leone. The Station co-ordinates collection and conservation of agricultural crops, including the management of active, or short to medium-term, collections of seed material stored *ex situ*.

III. Statements of the agreement

i. Of relevance for CGN:

- §1 CGN accepts the responsibility of conserving *ex situ* under long-term conditions, as a 'black box' arrangement within the storage facilities at Wageningen, a SDC to be delivered by the RRSR.
- §2 The SDC will be stored in accordance with standard CGN procedures.
- §3 CGN will not use or distribute any seed material to third party from this SDC without a written consent of the RRSR.
- §4 The cost of conserving this SDC will be covered by sources administered by CGN.
- §5 In a situation of emergency all measures will be taken by CGN to maintain the safe storage of the deposited material.
- §6 In case of accidents or any other event that may inflict upon the viability, germinability, or availability of the deposited seed, CGN will not be liable to pay any damages to the RRSR.

ii. Of relevance for the RRSR:

- §7 The RRSR is responsible for all seed management activities (threshing, drying, packing, germination tests, etc.).
- §8 The RRSR accepts to deliver a recommended number of high quality seeds per accession to be included in the SDC. All shipments shall be accompanied with a Phytosanitary Certificate issued by the Plant Quarantine Service of Sierra Leone, if appropriate.
- §9 The RRSR further accepts the responsibility of supplying CGN with a safety duplicate of passport and relevant management data, if available in computerised form, pertaining to each stored accession.
- §10 Decisions regarding the inclusion or removal of accessions from the SDC will be taken by the RRSR within the scope defined in **Section I**.

iii. Of relevance for both:

- §11 The material deposited in the SDC at CGN is the property of the sovereign State of Sierra Leone.
- §12 Upon notice, the RRSR has the right to inspect the SDC at any suitable time.
- §13 This MOU may be modified or discontinued at the request of either party.
- §14 Requests for termination or any change to the MOU shall be submitted to the other party for consideration not less than six (6) months prior to the desired effective date of termination.
- §15 This MOU has indefinite duration, but shall be reviewed once every five (5) years for relevancy.

Signed: 21 mars 2002, Wageningen 2001,

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 The Director
 CGN
 Currently: Bert Visser

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 The Director
 RRSR
 Currently: Sama Monde