

Memorandum of Agreement between the Ministry of Agriculture and Fisheries and the University of the West Indies

This **AGREEMENT** is made the 1st day of October, 2013 **BETWEEN** The **Permanent Secretary, Ministry of Agriculture and Fisheries** with office situate at Hope Gardens, Kingston 6 in the Parish of Saint Andrew (hereafter referred to as "MoAF") of the **ONE PART** and the **University of the West Indies**, a regional educational institution established by Royal Charter with Regional Headquarters at Hermitage Road, Mona, Kingston 7, in the Parish of Saint Andrew, (hereafter referred to as "UWI") of the **OTHER PART** (hereinafter collectively referred to as "**the Parties**" and individually as "**the Party**").

Background:

UWI, a regional university, is a dynamic and international institution serving the countries of the Commonwealth Caribbean. The aim of the University is to help "unlock the potential for economic and cultural growth" in the West Indies, thus allowing for improved regional autonomy.

The Latin America and Caribbean Consortium to Support Cassava Research and Development (CLAYUCA) is a private non-profit corporation which was incorporated under the laws of Colombia. Currently, CLAYUCA Corporation operates as an organization, within the framework of the Colombian Constitution and the rules of Science and Technology and governed by them, especially those prescribed for corporations in the Civil Code and by its statutes, to promote the formation of partnerships between public and private sectors to identify problems, prioritize needs and develop programs of scientific and technological appropriate technologies related to production, processing, utilization and marketing of cassava.

Since December 2011, UWI has been in discussion with CLAYUCA regarding the donation of a Cassava Processing Pilot Plant in support of its teaching and research programme in Agro-Processing Technology.

Previously, the Colombian Government and the Government of Jamaica (GOJ), through MoAF, had embarked upon a Bilateral Cooperation Programme to assist in the development of Jamaica's Cassava Industry, through the introduction of improved and higher yielding varieties and processing technologies.

The Colombian Government, through its Presidential Agency for International Cooperation (APC) has agreed to underwrite the cost of the Cassava Refined Flour Pilot Processing Plant to be fabricated by CLAYUCA. Being a regional institution, UWI intends to enter into an agreement with MOAF to jointly promote the sustainable development of the Roots and Tubers Sector in Jamaica and the wider Caribbean. Further, in recognition of the prior inter-governmental Bilateral Cooperation Programme, the Jamaican Government as the designated Owners of the Cassava Refined Flour Pilot Processing Plant shall designate UWI as the receiving party of the said Processing Plant from the Colombian Government and to be the Operators of the equipment. This is expected to materialise on or about December 2013.

In recognition of the value which UWI will bring to this Agreement, the Ministry of Agriculture and Fisheries agrees to assign to UWI all the benefits of ownership (except sale and disposition rights), so that UWI may properly receive, manage and operate this asset to the benefit of the Jamaican Economy. This Agreement details the nature of the collaboration and partnership between UWI and the Ministry of Agriculture and Fisheries.

1. Parties to Agreement

This Agreement is being entered into by:

- a. The Permanent Secretary, Ministry of Agriculture and Fisheries and
- b. The University of the West Indies.

2. Purpose of the Agreement

This Memorandum of Agreement (MOA) sets out the terms by which MoAF and UWI shall collaborate to introduce a new processing technology to Jamaica, being a Cassava Processing Pilot Plant from CLAYUCA, Colombia (hereinafter referred to as “the Project”).

MoAF’s Principal Research Director, Research & Development Division shall be the key contact person for MoAF and likewise Dr. Ian Thompson, Department of Chemistry for UWI. These individuals shall be responsible for ensuring compliance with the activities agreed to hereunder.

Through this Agreement, MoAF has named UWI as the entity to receive, manage and operate the Cassava Processing Pilot Plant for its use as a tool for teaching, research and training on improved cassava processing technologies.

3. Roles and Responsibilities

3.1 Responsibilities of Ministry of Agriculture and Fisheries (Technical Assistance):

MoAF recognises:

- i. that outputs for improving the livelihoods of the rural folk, while providing more choice for local and overseas markets can potentially come from any processing that adds to the cassava value chain. Such developments can only be advanced through interventions in policy, knowledge management, and training in food safety and quality management;
- ii. that processed cassava products need to meet specified food safety and quality standards, and hence will facilitate sensitization of stakeholders in relation to the Food Safety Modernization Act (FSMA) and its requirements.
- iii. that farmers need to be able to meet the demand for cassava by processors, hence through its Plant Quarantine Branch and Research & Development Division, it shall promote the management of cassava pests and diseases, mitigate introductions of economically important exotic pests and diseases, ensure that high yielding and disease tolerant germplasm are

made available to farmers and evaluate strategies that result in lower costs of cassava production.

- iv. the need for technology transfers to rural processors and hence shall facilitate such transfer through its Rural and Development Authority (RADA).

3.1.1 Based on the foregoing and consistent with its mission, **MoAF shall provide technical support** for the supply of raw material to the pilot plant, to include (but not limited to): –

- i. identifying and supplying clean, disease free planting stock of suitable cassava varieties to farmers;
- ii. identifying individual farmers or farmer groups – with demonstrated capacity to adhere to the MoAF guidelines and good agricultural practices (GAPs);
- iii. supporting the collection and delivery of raw material to the pilot plant – as per agreed schedule;
- iv. organising appropriate technical extension to the farmers – through its RADA office.

3.2 Responsibilities of the University of the West Indies

UWI shall be responsible for:

- i. development of a business model for the sustainable operation of the Pilot Plant in support of an economically viable Cassava Industry;
- ii. engaging relevant stakeholders in directing the management and operation of the Pilot Plant;
- iii. site selection and preparation for locating and housing the Cassava Processing Pilot Plant;
- iv. identifying and contracting staff for the management and proper operation of the Pilot Plant;
- v. receiving the Cassava Processing Pilot Plant (donated by the Government of Colombia and constructed by CLAYUCA) from the Government of Jamaica;

- vi. undertaking research and training of graduate students on methodologies to improve the efficiency of cassava processing;
- vii. capacity building of stakeholders (including but not limited to: farmers, small and medium enterprises, entrepreneurs, private and public sector interests) in the use of alternate cassava processing technologies in support of an economically viable Cassava Sector,
- viii. facilitating technology transfer to industry and sector interests;

4. Financing

4.1 MoAF shall assist in the identification and allocation of suitable land and/or facilities for consideration by UWI as sites for the Pilot Plant. In addition, where fees would normally be payable to the GOJ, the MoAF shall seek to facilitate the granting of waivers and/or long term lease arrangements at nominal costs (for example, a 99-year lease at J\$1.00 per acre per year), to the benefit of the University of the West Indies, for the business of the management and operation of the Pilot Plant and all subsidiary activities,

UWI shall be responsible for seeking financing associated with the setting up and ongoing operation and management of the Cassava Processing Pilot Plant during the period of its tenure.

5. Intellectual Property

All intellectual property (IP), such as but not limited to patents, patent applications, inventions, discoveries and improvements, copyrights in documents, computer software, drawings, designs, operational analysis, technology and know-how, related to the Project, and made prior to the date of the signature of the Agreement concluded, in relation to this Project, shall be the sole property and right of the party which discovered and/or created such intellectual property.

All intellectual property as defined above, resulting from the Project, within the scope of this Agreement shall be owned as follows:

- a. all rights, title and interest in any invention/discovery made solely by employees of **MoAF** shall be owned by **MoAF**.
- b. all rights, title and interest in any invention/discovery made solely by employees of **UWI** shall be owned by **UWI**.
- c. all new intellectual property jointly developed through this research shall be jointly negotiated and shall follow each party's policies and procedures.

It is hereby expressly stipulated that all intellectual property supplied by any of the parties shall not be used by the other party or transferred to any third parties by a party without the express written consent of the other party.

Persons working for either party shall not deliver or publish any paper, thesis or other materials, relating to results derived from the Project, nor disclose any information relating to the results derived from the Project to any third party without the prior written consent and agreement of the other.

If the IP is owned by MoAF, UWI may be permitted to publish the material and use the same for teaching purposes, it being understood that such permission should not be unreasonably withheld.

6. Duration of the Agreement

This Agreement shall be in effect for a period of twenty (20) years from September 1, 2013 to August 31, 2033 and by mutual agreement and is subject to review after the first five (5) years, in the first instance, and every five (5) years thereafter. Either party may terminate this Agreement at any time, after the tenth year, being August 31, 2023, by giving at least twelve (12) months written notice.

7. Modification of Agreement

Any modification or amendment to the provisions of this Agreement shall be done by written mutual consent of the Parties. Any amendment agreed to between the Parties shall come into force on such date as may be determined by them and shall form a part of this Agreement.

8. Notices

All notices, approvals, consents or other communication required or permitted under this Agreement shall be in writing and may be sent by hand, pre-paid registered post, facsimile or electronic mail. Notice shall be sufficiently and duly given and received if addressed and sent or delivered to either Party at its address provided or to such other address as may from time to time be notified in writing by either Party to the other for the purpose. Any such notice sent by pre-paid registered post as aforesaid shall be deemed to have been served on the fourth day following the day of posting and if sent by facsimile or electronic mail, within twenty-four hours of receipt of the same.

9. Force Majeure

- i. The failure by either Party to perform any of the terms and conditions of this Agreement which is as a result of any force majeure, that is to say, any Acts of God, or the country's enemies, riot or civil commotion or any natural or unnatural causes whatsoever beyond either Party's control, shall not be considered to be a breach of or default of this Agreement PROVIDED THAT the Party affected by such an event has taken all reasonable precaution, due care and reasonable alternative measures in the performance of this Agreement and in conformity of its terms and conditions.
- ii. Accordingly, it is hereby agreed that the Party affected shall take all reasonable measures to remove such Party's inability to fulfil its obligation hereunder with a minimum of delay and shall notify the other Party of that event as soon as possible but not later than Seven (7) days following the occurrence of the event. The affected Party shall provide evidence of the nature and cause of the event and

shall give notice to the other Party of the restoration of normal conditions as soon as possible. It is also expressly agreed that the Party affected shall take all reasonable measures to mitigate the consequences of any event of force majeure.

- iii. It is also agreed that if, as a result of an event of force majeure, either Party is unable to perform a material portion of the Agreement, the Parties shall consult with a view to agreeing on appropriate measures to be taken in the circumstances.

10. Indemnification

The Parties shall indemnify each other against all claims, demands, losses, costs, damages, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of, related to, occasioned by or attributable to their activities or omissions or that of their employees or agents in performing their obligations under this Agreement.

11. Dispute Resolution

Any claim for loss or damage arising out of breach or termination of this Agreement shall be settled between the Parties by negotiation. In the event of non-settlement within fifteen (15) days after the date of initial negotiation or such longer period as agreed between the Parties, the Parties shall appoint a Mediator within ten (10) days of the expiration of the agreed term for negotiation. If the Parties fail to agree on a Mediator, then they agree to request one from the Dispute Resolution Foundation, within a further seven (7) days. If the dispute is not resolved by mediation, then the matter shall be referred to arbitration pursuant to the Arbitration Act. PROVIDED HOWEVER it is hereby agreed and understood that a negotiation shall be deemed to have been commenced as of the date of receipt of notice by either Party of the need for negotiation of any matter under dispute and that the Parties shall continue to operate in accordance with the terms and conditions of this Agreement.


12. Governing Law

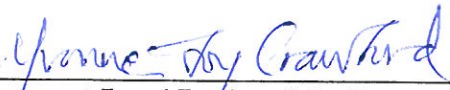
This Agreement shall be governed by the Laws of Jamaica.

13. Signatures of Parties

By signing this Memorandum of Agreement, the parties agree to the terms and conditions herein.


SIGNED by
Permanent Secretary, Ministry of Agriculture
and Fisheries
in the presence of:


) 
) **DONOVAN STANBERRY**
)


Attorney-at-Law/ Justice of the Peace
for the Parish of:

Yvonne Joy Crawford
ATTORNEY-AT-LAW

SIGNED for and on behalf of
THE UNIVERSITY OF THE WEST
INDIES by
Principal
in the presence of:

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)
)
)
)


Attorney-at-Law/ Justice of the Peace
for the Parish of:

NOLDA THOMPSON
JUSTICE OF THE PEACE
ST. ANDREW - D01059

ST. ANDREW'S CHURCH
JUSTICE OF THE PEACE
NOLDA THOMPSON