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Memorandum of Understanding

Between

International Fertilizer Development Center

And

Bangabandhu Sheikh Mujibur Rahman Agricultural University

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I. Preamble

This Memorandum of Understanding (MOU) is made between International Fertilizer Development Center (hereinafter called "IFDC"), P.O. Box 2040, Muscle Shoals, AL 35662, U.S.A., and The Bangabandhu Sheikh Mujibur Rahman Agricultural University (BSMRAU) (with headquarters located in Salna, Gazipur, Bangladesh), each referred to individually as a "Party" and collectively as "Parties," to engage in mutually beneficial development activities in which both Parties have a common interest.

IFDC, established in 1974, is a nonprofit, public international organization with headquarters based in the United States of America. IFDC has always focused on the need for efficiency in the production, marketing, and use of fertilizer to protect the environment, reduce energy consumption, and ensure its cost effectiveness. Its mission is "to increase sustainable agricultural productivity through the development and transfer of effective and environmentally sound plant nutrient technology and agricultural marketing expertise." Since 1979, IFDC has maintained a continuous presence in Bangladesh, being based in Dhaka, Bangladesh. Its program concentrates on increasing agricultural productivity, transfer of profitable and sustainable technologies among farming and small business communities, entrepreneurship development, market generation and growth, and strengthening capabilities of institutions through transfer of knowledge, technology and skills, including scientists, extension personnel, entrepreneurs, farmers and NGOs.

BSMRAU is committed to continued research on multiple crops including rice, vegetable, pulse and oilseed crops, in addition to academic activities for achieving food and nutritional security of the growing population, income and employment generation for rural people, and protection of the environment. BSMRAU has a well-managed research field of about 20 ha and well-equipped laboratories worthy of postgraduate (MS & PhD) research. BSMRAU also boasts a weather station on its campus. The major research focus of the university is sustainable agricultural development, including soil health management, agronomic management, crop protection, irrigation and water management, adaptation to adverse climatic conditions, and mitigation of GHG emissions.

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II. Objectives

BSMRAU and IFDC are entering into this MOU for the purpose of collaborating on the following activities that will benefit agriculture in Bangladesh:

- a) Sustainable agricultural production;
- b) Improved soil health;
- c) Resilience to the adverse climatic conditions;
- d) Reduced GHG emissions from the crop field;
- e) Optimum use of fertilizers;
- f) Higher profit etc.

III. Justification

Both BSMRAU and IFDC are dedicated to improving agriculture productivity in Bangladesh on a sustainable basis, based upon improved use of yield enhancing CSA technologies. The two organizations have the common goal and objective of developing the farming community through capacity building and transfer of technology.

IV. Responsibilities

1. BSMRAU and IFDC are entering into this agreement for the purpose of collaborating on activities that will benefit agriculture in Bangladesh.
2. BSMRAU and IFDC are separate and autonomous organizations and the officers and employees of each shall have no authority to represent the other.
3. Mutually agreed-upon activities shall be implemented in collaboration, with each respective organization to cover its own costs, unless an agreement is entered into

for a specific activity with a pre-defined budget and that is defined in writing and implemented through an amendment to this MOU.

4. Any disputes shall be resolved amicably by the respective heads of the BSMRAU and IFDC.
5. This MOU shall become effective on Apr. 12, 2024.

And now therefore, given that both BSMRAU and IFDC are dedicated to improving agriculture productivity in Bangladesh on a sustainable basis, based upon improved use of yield enhancing climate smart agriculture (CSA) technologies and given that the overall goals and objectives of the aforesaid organizations coincide and converge toward overall development of the farming community, through capacity building and transfer of technology, these organizations deem it useful to reach an understanding for sharing of technical assistance and facility of IFDC and BSMRAU, the institutional human resource network of BSMRAU under this Memorandum of Understanding which is signed today, Apr. 12, 2024.

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V. Relationship

IFDC and BSMRAU are separate and independent organizations. Neither Party to this MOU shall have any rights whatsoever in obligation of or representation of the other in any activities. The employees of IFDC shall not be entitled to any remuneration or other benefits from BSMRAU. The employees of BSMRAU shall not be entitled to any remuneration or other benefits from IFDC under the terms of this MOU.

VI. Funding and Implementation of Projects

Each Party will bear its own expenses in connection with performance of activities stated above in this MOU. When specific activities have significant financial implications, a separate contract will be developed with specific budget and activities between the Parties to be involved. The Parties specifically acknowledge that this MOU does not entail any funding obligation. Any collaborative activities requiring financial obligations will be formalized in a separate contractual agreement signed by the Parties.

VII. Amendments

Changes or modifications of the terms or scope of this MOU shall be made in writing and signed by both Parties as an amendment hereto. No financial obligations may be set forth by amendment to this MOU.

VIII. Intellectual Property Rights and Publications

In general, it is expected that any intellectual property rights that result from this MOU will be a public good, intended for the betterment of agricultural production globally, and jointly held by IFDC and BSMRAU. However, in cases where intellectual property and technology may result from the performance of a specific scope of work, intellectual property rights shall be defined in each scope of work and agreed upon through amendment to this MOU.

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IX. Duration

The MOU shall be in effect, commencing on the date of the last signature until such period both the organizations agree to end it. It may be amended and/or extended for further terms by mutual agreement set forth in writing and signed by the duly authorized representatives.

X. Confidentiality

Any non-public information received or learned by either Party relating to the other Party's business and/or products shall be kept in confidence by the receiving or learning Party and shall not be used or disclosed to any other person for any purpose outside this MOU.

XI. Authorized Representatives

The following persons are authorized as official contacts under this MOU. Any notice given by either Party under this MOU shall be sufficient only if in writing and delivered in person, sent by e-mail, registered mail or faxed to the official contact persons identified below:

Chris Holt
Vice-President, Corporate Services
IFDC
Chris Holt
Vice President Corporate Services (CFO/COO)
P.O. Box 2040
Muscle Shoals, AL 35662
cholt@ifdc.org

Professor Tosayel Ahamed
Treasurer
BSMRAU
Salna, Gazipur-1706, Bangladesh
treasurer@bsmrau.edu.bd

Chris Holt
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XII. Termination

Either Party may terminate this MOU by giving written notice of intent to terminate. Such termination shall not affect the execution and conclusion of specific activities in progress under terms of amendments to this MOU nor publication and dissemination of results of research in progress. Notice of intent to terminate shall be given thirty days (30) in advance of the desired termination date.

XIII. Settlement of Disputes

The Parties shall use their best efforts to settle any disputes arising out of or in any way connected with this MOU and resolve them amicably.

XIV. Language

This MOU has been executed in English, which shall be the binding and controlling language for interpretation of the terms and conditions of this MOU.

XV. Non-Liability

Neither Party assumes liability for any third-party claims for damages arising out of this MOU.

XVI. Description and Status of IFDC

The International Fertilizer Development Center ("IFDC") is a non-profit corporation located in the State of Alabama, United States of America. By virtue of Executive Order 11977, dated March 14, 1977, IFDC was designated a public international organization ("PIO").

XVII. Anti-Bribery and Corruption

No representative of the Parties shall offer to third parties or seek or accept from or be promised by third parties, for himself or for any other Party, any gift, remuneration, compensation or benefit of any kind whatsoever, if this could be interpreted as an illegal or corrupt practice. Such practices may provide grounds for the suspension or termination of this MOU.

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XVIII. Conflict of Interest

The Parties represent that no conflict of interest exists or is likely to arise in the performance of work under this MOU. The Parties shall not implement any activity hereunder in a manner that is incompatible with the foreign policy of Bangladesh. The Parties further must refrain from supporting activities whose aim is to undermine the political autonomy of a state or to bring down a lawful government by unlawful means. Whether these activities are lawful or unlawful will be determined not only by the views of the government of the country in question, but also in accordance with standards applicable internationally or under international law.

XIX. Other

The Parties further agree that a telefaxed, scanned, e-mailed, or other electronic copy of this MOU may be used for execution and that a telefaxed, scanned, emailed, or other electronic copy of the fully executed MOU shall have the same force and effect as the original, executed MOU.

The Parties shall share reports, documents, and materials resulting from the collaborative efforts in the implementation of this MOU. All reports, documents and materials prepared under this MOU shall be the property of IFDC.

IN WITNESS WHEREOF, the Parties duly authorized have agreed and executed this MOU on the date of the last signature hereto.

FOR AND ON BEHALF OF IFDC
BSMIRAU

By: Chris Holt

Name: Chris Holt

Title: Vice-President, Corporate Services

Date: Apr 12 2024

FOR AND ON BEHALF OF

By: Tofayel Ahamed

Name: Professor Tofayel Ahamed

Title: Treasurer

By: Md. Giashuddin Miah

Name: Professor Md. Giashuddin Miah

Title: Vice-Chancellor

Date: