

MEMORANDUM OF UNDERSTANDING
Among Members of the
Collaborative Research Network on Sustainable Temperate
Agriculture (TempAg)

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The signers of this non-binding Memorandum of Understanding, being representatives of national institutions representative of national governments,

Recognising that meeting growing societal demands for food while restoring our damaged environment, in a context of climate change, creates the need for the development of robust policies and management strategies worldwide;

Recognising that more sustainable agriculture systems are essential for areas involved in temperate agriculture to deliver these policy and management objectives;

Have come to the following understanding:

A. SCOPE OF THE MEMORANDUM OF UNDERSTANDING

The purposes of this Memorandum of Understanding (MoU) is to develop a new internationally-coordinated policy approach that will support the collaborative research endeavour in this area, and the development of robust policies and management strategies worldwide.

The Members will create the **Collaborative Research Network on Sustainable Temperate Agriculture** (hereafter “TempAg”) as a voluntary international coordinated research network.

B. DEFINITIONS

The definitions of terms in this MoU can be found in the Terms of Reference (hereafter “ToR”) dated 12 February 2015.

C. UNDERSTANDINGS

1. TempAg will be open to participation by all interested national governments as represented by a designated agency, a research institution or a consortium of research institutions that can contribute to its work.
2. The Members’ involvement in TempAg will be subject to the goodwill and appropriation or allocation of funds by the appropriate governmental, institutional, or organisational authorities. Each Member’s participation is subject to their own applicable laws and regulations.
3. Members are to make every good faith effort to fulfil their roles and responsibilities as specified in the ToR.
4. This Memorandum of Understanding is not legally binding.

D. OBJECTIVES

1. Mission and Goals

TempAg's mission is to serve as an international research network for national governments involved in agriculture in temperate climates, represented by an agent as described in C.1. The network seeks to increase the impact and return on the investments that Members make in their national research programmes. TempAg’s activities will enable the coordination of existing and new research and technology as well as identify areas of research relevant to scientists and policymakers alike that are currently not addressed at an international level. The scientific program of TempAg shows a high relevancy to practice.

TempAg will help to respond to emerging challenges such as “sustainable intensification” (driving agricultural productivity gains while using inputs more efficiently, and lowering pressure on the

environment, by controlling losses of water and nutrients, and reducing greenhouse gases from agricultural lands), and “resilience” (the development of farming systems and landscapes that respond well to economic and climatic shocks)

TempAg will enable synthesis, evidential review and best practice, thereby increasing scientific added-value and credibility. TempAg will be a coordinating mechanism for open and inclusive activities including conferences, working groups, networking activities and outreach efforts. These activities will generate research collaborations, publications, recommendations, reports and other tangible output of value to the research agriculture community, researchers, funding agencies, governments and international organisations involved in agriculture policies.

TempAg will also facilitate the development of internationally-accepted, common methods for assessing the sustainability and the efficiency of current, emerging and novel agricultural practices and systems that aim to improve the productivity of temperate agriculture.

E. TERMS OF REFERENCE (ToR)

1. TempAg's governance is specified in its ToR. In signing this MoU, Members accept the roles and responsibilities articulated in the ToR.
2. The ToR may be modified by the Governing Board.
3. The following summaries describe TempAg's basic governance as presented in the ToR:
 - a. An Interim Governing Board consisting of potential Members that signed a Letter of Intent to join TempAg will oversee TempAg's operations until the conditions for the establishment of TempAg (as described in I) are met.
 - b. The Governing Board will be TempAg's governing body and will consist in representatives of all Members and Associate Members. Decision will usually be taken by consensus. In the event that a vote is called for, each Member will have one vote in the Governing Board.
 - c. A Bureau will oversee TempAg's operations and will consist of the President and the Vice-Presidents of Governing Board, together with the Executive Secretary acting as Bureau Secretary ex officio (non-voting) and, if any, the head of the scientific advisory committee (non-voting).
 - d. A Scientific Advisory Board may be created, if needed, to advise on the research projects of the network.
 - e. Working Groups may be created/authorised by the Governing Board to implement the programme of work of TempAg or carry on activities proposed by Members. Those Working Groups must operate under a detailed framework as described in the ToR.
4. Secretariat Host. Prior to the formal establishment of TempAg, the Interim Executive Board will solicit, receive and review candidacies to host TempAg's Secretariat Office. The Interim Executive Board will select a host institution from among the candidate institutions. The existing legal form from the Secretariat's hosting institution will be used as the legal structure for the TempAg in its initial period. The Governing Board may renew the terms of or replace the initial Secretariat host. The roles and responsibilities of the host institution are specified in the ToR
5. Secretariat. TempAg's Secretariat will consist of an Executive Secretary selected by the Governing Board and staff members authorised by the Governing Board and selected by the Executive Secretary. The Secretariat will be responsible for implementing the Program of Work approved by the Governing Board. The Secretariat will be responsible, through the Executive

Secretary to the Bureau and to the Governing Board. The activities of the Secretariat will be subject to the laws and jurisdictions in force in the country of the Secretariat Host. The Secretariat will manage the funds contributed by Full Members and any assets owned by TempAg. Other administrative tasks will be divided between the Secretariat and Secretariat Host according to the normal practices of the Secretariat Host.

6. Executive Secretary. The Executive Secretary will have the authority, within limits and guidelines decided by the Governing Board, and following the agreement with the Secretariat Host as described in the ToR, to administer funds and commit funds in the operating budget in furtherance of TempAg activities. The Executive Secretary will be responsible to the Governing Board for tasks specified in the ToR.

F. INTELLECTUAL PROPERTY AND DATA MANAGEMENT

1. Applicable Law

Nothing in this MoU should be read to alter the scope and application of Intellectual Property Rights and benefit sharing agreements under relevant laws, regulations and/or international agreements applicable to the Members.

2. Access to Data

To the greatest extent possible, TempAg will follow the principles of open-access to information. Nothing in this MoU should be read to restrict the right of owners of databases affiliated with TempAg to block access to any data. TempAg will, to the greatest extent possible, place in the public domain any data commissioned, created or developed directly through its activities. TempAg will not assert any Intellectual Property Rights to the data in databases that are developed by other organisations and that subsequently become affiliated to TempAg.

3. Attribution

TempAg will seek to ensure that the source of data is acknowledged and should request that such attribution be maintained in any subsequent use of the data.

4. Validity of Data

Users of TempAg's data will be required to acknowledge that the validity of the data cannot be assured. TempAg will disclaim responsibility for the accuracy and reliability of the data as well as for the suitability of its application for any particular purpose.

5. Assertion of Intellectual Property Rights by TempAg

TempAg will not establish/claim IP rights, any IP will be retained by the individual organisations involved. When activities supported with TempAg funds can lead to the development of intellectual property, participant organisations may negotiate potential claims on Intellectual Property Rights through separate agreements. In the case where tools are developed by Members, the Intellectual Property Rights for such tools will remain with the developers.

G. FINANCE

1. Financial Contributions

Financial contributions made by Members, in accordance with the scales set out in this document are considered to be Basic Financial Contributions. These contributions are to be held by the Secretariat in an account identified for TempAg use (running the network and providing support to its activities). A Member that signs this MoU agrees to pay the amount specified in the Initial Year Payment Table below for its 2015 membership and the contributions as determined by the Governing Board in future years. Member wishing to contribute on an exceptional basis part or all of their contribution in-kind need to put their case to the Governing Board.

Basic Financial Contribution will be based on Gross Domestic Expenditure on Research and Development (GERD) for the member country represented by its institution. A similar table will be part of the ToR and will be updated every year using the relevant figures from OECD's GERD. The Governing Board may change the definition of categories and the Basic Financial Contribution for each category.

Representative institutions from developing countries (based on the UN definition¹) are entitled to a reduction of 50% from the proposed scale.

Initial Year Payment Table

Members contributions.

Category	GERD (latest available figs in US\$)	Members (examples)	Expected contribution €p.a
1	> \$50 billion	China, Germany, Japan, USA	27,000
2	\$18-50 billion	Canada, France, Russia, UK	18,000
3	\$7.5-18 billion	Australia, Austria, Netherlands, Spain, Sweden, Switzerland	12,000
4	< \$7.5 billion	Belgium, Mexico, New Zealand, Poland	8,000

2. Supplementary Financial Contributions

Members may make Supplementary Financial Contributions to fund specific parts of the Program of Work or for other specified purposes agreed to by the Governing Board. Supplementary Financial Contributions are to be held by the Secretariat, and used only for the purposes specified by the Members making them. The Secretariat, with the approval of the Governing Board, may seek contributions for TempAg's Program of Work from other sources in order to expedite the progress of the program.

3. Costs Borne by Members

Members bear the costs of their own participation in TempAg, including the costs of preparing or transmitting reports, costs of travel to Board meetings, and other expenses related to attendance by their representatives at meetings of the Boards and other TempAg functions, events, and activities.

4. Crediting of Income

Any income generated in the course of TempAg's activities that accrues to the Secretariat or the Secretariat Host, is to be used for TempAg's operations.

¹ <http://unstats.un.org/unsd/methods/m49/m49regin.htm>

H. ASSOCIATION AND DISASSOCIATION OF PARTICIPANTS

1. Association of Members

Any national government represented by an agency, a research institution, or a consortium of research institutions, may apply to the Governing Board to become a Member. Any international or inter-governmental organisation or professional society may be invited by the Executive/Governing Board to become an Associate Member.

2. Disassociation of Participants

Any Member may disassociate itself from this MoU for the following calendar year by advising the Governing Board in writing of its intention to do so by 1 November of the preceding year. In the event of disassociation of a Member, the Governing Board will agree by consensus to adjust the Program of Work and the operating budget to take account of such disassociation.

I. ESTABLISHMENT, DURATION AND TERMINATION

1. Establishment

This MoU will take effect once it has been signed by at least 8 Members whose collective financial contributions represent a total of at least €100,000 per year.

2. Duration and Review of Progress

Except as provided below, this MoU will be effective for an initial 5-year period. The progress and operations of the Secretariat will be reviewed by the Governing Board and/or designated external reviewers after an initial 18 months phase of activity. The Governing Board will review the Secretariat host arrangement and decide whether or not to extend this MoU or create a new MoU to continue TempAg's activities based on the results of that evaluation.

3. Discontinuation

The Governing Board may discontinue TempAg activities by a two-thirds vote of the Members. Upon discontinuation, the Secretariat will return any TempAg Membership contribution after discharging TempAg's commitments or the proceeds therefrom, in proportion to the basic financial contributions that Full Members have made from the beginning of TempAg's operation, and for that purpose will take into account the contributions of any former Members.

Signed at _____

this ____ day of _____, 201.

For the [Full legal title of Member]