

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE GOVERNMENT OF THE REPUBLIC OF INDIA**

**AND**

**THE GOVERNMENT OF THE REPUBLIC OF KENYA**

**ON**

**BILATERAL COOPERATION IN THE AGRICULTURE SECTOR AND**

**ALLIED SECTOR**

## **PREAMBLE**

This Memorandum of Understanding (hereinafter referred to as the "MoU") has been made and entered into between the Government of the Republic of India represented by the Ministry of Agriculture & Farmers Welfare and Ministries of Agriculture, Livestock and Fisheries of the Government of the Republic of Kenya hereinafter individually referred to as "**Party**" and collectively as "**Parties**";

**DESIROUS** of developing further the existing friendly relations between the two countries through the development of cooperation in the agricultural sector and recognizing the importance of strengthening the agricultural sector;

**HAVE REACHED** the following understanding:

## **ARTICLE 1 AREAS OF COOPERATION**

The Parties shall promote cooperation in the field of agriculture and allied activities including:

- a) Agricultural Research,
- b) Animal husbandry and dairy,
- c) Livestock and Fisheries,
- d) Horticulture,
- e) Natural Resource Management,
- f) Post-harvest Management and marketing,
- g) Soil and water conservation,
- h) Water management,
- i) Irrigation farming systems development and integrated watershed development,
- j) Integrated pest management,
- k) Agricultural plant, machinery and implements, and
- l) Other areas of mutual cooperation as may be jointly agreed by the Parties.

## **ARTICLE 2 FORMS OF COOPERATION**

- a. Specific activities in the areas of cooperation listed in Article 1 may include cooperation in Agricultural Research and development, Agricultural production including horticulture, post-harvest management including cold chains, agricultural extension, sanitary and Phytosanitary measures, value addition especially in cottage industries, soil and water management, integrated watershed development, rain fed farming systems, animal husbandry and dairy farming, fisheries and aquaculture.



- b. Other activities may include exchange of delegations and experts/scientists, exchange of information on livestock diseases, exchange of expertise in the field of public private partnerships, exchange of innovative extension approaches, exchange in technology of agricultural plant, machinery and equipment and exchange visits of trainees in order to acquaint themselves with the development in the areas referred to in Article 1.

The activities envisaged in this MoU will be implemented by the Parties in accordance with their respective national laws and international obligations.

### **ARTICLE 3**

#### **PROGRAMME OF ACTIVITIES**

The Parties shall promote cooperation within the framework of the joint activities mentioned in Articles 1 and 2 through work plans to be drawn up by mutual agreement.

### **ARTICLE 4**

#### **WORKING GROUP**

- a. With a view of coordinating the bilateral cooperation in the implementation of the MoU, the Parties will establish a Joint Working Group comprising equal number of members from the Parties.
- b. The Joint Working Group will develop detailed cooperation programs and monitor the implementation of the MoU.
- c. The Joint Working Group shall hold its meetings alternately in India and in Kenya once in every two years. The dates, venue and agenda will be decided by the Parties through diplomatic channels.

### **ARTICLE 5**

#### **FINANCES**

- a. The sending Party shall bear the cost to and fro of international travels, hotel accommodation and local air transport, while the cost of hiring the venue and other logistical arrangement shall be borne by the receiving Party.
- b. Activities pursuant to this MoU are subject to the availability of resources and shall be funded on terms mutually determined and agreed upon by the Parties.



## ARTICLE 6

### INTELLECTUAL PROPERTY RIGHTS

Issues relating to Intellectual Property Rights will be governed as per the following provisions:

- a. Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to this MoU, consistent with their respective laws, rules and regulations and international agreements to which both Parties are committed.
- b. The allocation of the ownership of the Intellectual Property Rights arising out of or pursuant to any activity carried out under this MoU shall be determined on a case by case basis in accordance with applicable domestic laws and international agreements signed by both Parties.
- c. Notwithstanding anything contained herein, a Party shall own Intellectual Property Rights in respect to any technological-development, products and services development, which were solely and separately developed by that Party.
- d. The Parties shall not assign any rights and obligations arising out of the Intellectual Property Rights generated to inventions/activities carried out under the MOU to any third party without the consent of the other Party. In case of research results obtained through joint activities, the grant of Intellectual Property Rights will be sorted by both the Parties jointly and once generated, these rights will jointly be owned by the Parties.
- e. In case of research results obtained through joint activities under this MoU, both Parties will apply as co-aspirant for the protection of the of the Intellectual Property Rights subject to exclusive rights of both Parties to commercialize the technology in their respective countries. Commercialization in any other country shall be done jointly through a separate agreement.
- f. Any publication document and/or paper arising out of joint work conducted by the Parties pursuant to this MoU will be jointly owned. The use of name, logo and/or official emblem of the Parties on any publication, document and/or paper will require prior permission of both Parties. It shall, however, be ensured that the official emblem and logo is not misused.

## ARTICLE 7



## **CONFIDENTIALITY**

All information and documents to be exchanged pursuant of the MoU will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The Parties will not use the information for purposes other than that specified without the prior written consent of the other Party.

## **ARTICLE 8**

### **BILATERAL COOPERATION**

This MoU shall, in no way affect the commitment of the existing bilateral agreements between the two Parties.

## **ARTICLE 9**

### **APPLICABLE LAW**

The implementation of the MoU will be governed by the applicable laws and regulations in force in the respective country of the Party where the programs and activities are taking place.

## **ARTICLE 10**

### **RESOLUTION OF DISPUTES**

Any dispute between the Parties concerning the implementation or interpretation of this MoU shall be settled amicably by way of consultation and negotiation.

## **ARTICLE 11**

### **AMENDMENT**

This MoU may be amended or revised as may be required from time to time by mutual written consent of both Parties through an exchange of notes. Such amendments will be signed and dated by all Parties prior to any changes being made and will come into force on such a date as may be mutually agreed upon by the Parties and will form an integral part of the MoU.

## **ARTICLE 12**

### **LEGAL IMPLICATION**

The MoU merely constitutes a statement of mutual intentions of the Parties with respect to its contents and does not constitute any legal obligation binding the Parties.

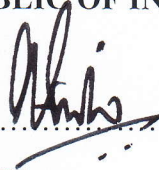
### ARTICLE 13

#### ENTRY INTO FORCE, DURATION AND TERMINATION

- a. This MoU shall enter into force on the day of signature and shall remain valid for a period of five (5) years and shall automatically be renewed for a subsequent period of 5 (five) years unless either Party notifies the other in writing, six months before the expiry of the valid period of the intention to terminate it.
- b. The expiry or termination of this MoU shall not prejudice the completion of the projects already in progress.

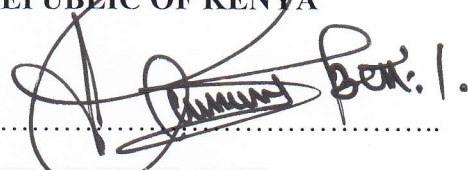
Signed at NEW DELHI on this 11<sup>th</sup> day of **JANUARY 2017** in two originals in the English and Indian languages, both texts being equally authentic. In case of any doubt the English text shall prevail.

**FOR THE GOVERNMENT OF  
THE REPUBLIC OF INDIA**



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**AMAR SINHA,  
SECRETARY(ER)  
MINISTRY OF EXTERNAL  
AFFAIRS  
GOVERNMENT OF INDIA**

**FOR THE GOVERNMENT OF THE  
REPUBLIC OF KENYA**



.....  
**WILLY BETT, EGH  
CABINET SECRETARY FOR  
AGRICULTURE, LIVESTOCK AND  
FISHERIES, GOVERNMENT OF  
KENYA**