GENERAL AGREEMENT BETWEEN THE INTER-AMERICAN INSTITUTE FOR COOPERATION ON AGRICULTURE (IICA) AND THE IOWA STATE UNIVERSITY (ISU)

The Inter-American Institute for Cooperation on Agriculture, hereinafter IICA, represented by its Director General, Dr. Manuel Otero, and Iowa State University of Science and Technology, hereinafter ISU, represented by Dr. Ann Marie VanDerZanden, Associate Provost for Academic Affairs, hereby subscribe the present General Agreement for Technical Cooperation ("General Agreement"), subject to the following recitals and clauses:

WHEREAS:

- IICA has been the specialized agency for agriculture for the Inter-American System for more than 75 years, and its mission is, "to encourage, promote and support its Member States in their efforts to achieve agricultural development and rural well-being through international technical cooperation of excellence".

- IICA provides direct technical cooperation through actions focused on four strategic objectives: to improve the productivity and competitiveness of the agricultural sector; to strengthen agriculture's contribution to the development of territories and to rural well-being; to improve agriculture's capacity to mitigate the effect of, and adapt to, climate change and to make better use of natural resources; and to improve agriculture's contribution to food security.

- ISU is a land grant institution and university of higher education established in the State of Iowa in 1858. ISU's mission is to create, share and apply knowledge to make Iowa and the world a better place.

- IICA and ISU wish to enter into the Agreement, for which the primary objective is the development of collaborative efforts, which will enhance the technical interchange between the two Institutions. Recognizing the importance of mutual collaboration, IICA and ISU desire to promote exchange between their technical personnel, faculty, researchers, and students; exchange of institutional research and information; and jointly contribute to the sustainable development of robust, profitable agricultural production systems in Latin America and the Caribbean.

IT IS AGREED:

Clauses ONE: Objective

Establish a framework for separate written agreements between the parties that may arise in the future from shared interests or in response to proposals for cooperation by either Party. No implementation of this General Agreement or commencement of any specific activities under this General Agreement may be initiated without the cooperating institutions entering into a specific agreement relating to that activity or program. Each specific agreement shall be approved by each institution in accordance with its regular approval process for such agreements and signed by appropriate institutional officials with such signature authority.
Other activities contemplated by this agreement may involve any discipline to the extent that individuals at one institution are able to collaborate with counterparts with similar interests at the other institution.

Coordinate the programs of work of both parties to the extent possible so as to identify and create synergies that forge a logical and cohesive framework for agricultural development in the Americas.

Foster linkages, exchange and transfer of relevant information, technology, faculty, students, and skills between IICA and ISU.

**CLAUSE TWO: Areas of Cooperation**

The areas of cooperation of this Agreement shall be all those that contribute to the attainment of the objectives set forth in Clause One, especially as regards:

1. Identification of joint research topics and initiatives include:
   - the promotion of agricultural health and food safety, particularly regarding veterinary education and antimicrobial resistance (AMR) programs;
   - the promotion of food security, particularly regarding seed health and biosecurity;
   - the promotion of sustainable management of natural resources and the environment;
   - the promotion of technology and innovation for the modernization of agriculture and the rural communities;
   - the promotion of agricultural leadership and activities that foster inclusive participation by youth in agriculture.

2. Exchange of staff and postgraduate students between IICA and ISU in pursuit of the above training and research objectives. Any exchange of staff or students shall not become effective until it has been reduced to writing and executed by the duly authorized representatives of the cooperating institutions.

**Advancement of these areas may be accomplished in part by specific activities, including:**

- participation in projects and technical cooperation initiatives;
- development and use of distance learning opportunities;
- the conduct of workshops and training seminars;
- staff exchange along with exchange of experiences between ISU and IICA staff;
- the generation of proposals and activities intended to supplement those resources for conducting joint projects.
The activities listed above are subject to negotiation of a prior specific agreement outlining the terms of any such activity and shall be agreed upon by both parties in writing. Unless otherwise agreed upon by the parties in writing, each party shall be responsible for any travel, living or operational expenses incurred by its employees or agents under this General Agreement.

**CLAUSE THREE: Types of Cooperation and Operating Procedures**

1. Each party shall designate an official responsible for maintaining contact and coordinating all activities aimed at the signing of agreements or letters of understanding. ISU and IICA designate as the officials responsible for the execution of the present Agreement, the Associate Provost for Academic Programs for ISU and the Director of Technical Cooperation for IICA.

2. The parties agree, subject to (e) below, that they will hold a joint review at least annually by meeting at a mutually convenient time and place, or by conference call, or by email to:
   a) Review the performance of the activities of the previous year
   b) Develop the annual program
   c) Identify new areas of interest
   d) Discuss any other matters that are of relevance to one or both parties.

3. Notwithstanding the above, the parties undertake to communicate regularly as required with each other by means other than meetings.

4. The activities or projects generated, shall be the subject of separate written agreements between the parties. All such agreements shall set forth the objectives, means of action, modes of participation, the obligations of each party, contributions (technical, financial, human resources, and others) and other elements required to guarantee fulfillment thereof.

5. IICA and ISU agree to seek the necessary resources together from national, regional or international organizations in support of the activities contemplated by this General Agreement. It is understood that the responsibilities assumed by the Parties shall depend on the availability of funds.

6. The specific agreements agreed may involve other multilateral and bilateral technical or financial cooperation entities of governments of countries interested in improving agriculture and rural development in the hemisphere; or private entities whose objectives are compatible with those of the parties, subject to the agreement of the parties. Any such specific agreements shall be established in writing outside of this agreement and shall be signed by all parties.
CLAUSE FOUR: Responsibilities of the Parties

The Parties shall be responsible for the aspects specified below:

RESPONSIBILITIES OF ISU

To coordinate with IICA the training, advisory services, technical assistance and technology transfer programs carried out in the aforementioned areas for the target populations of IICA and ISU, and any others that may arise by mutual agreement;

To designate the personnel needed to meet the specific requirements of the General Agreement;

To provide the facilities and support as needed and based on mutual agreement, to enable IICA to execute its training and technical assistance activities, subject to a separate written agreement to be negotiated by the parties;

RESPONSIBILITIES OF IICA

To coordinate with ISU the training, advisory services, technical assistance and technology transfer programs carried out in the aforementioned areas for the target populations of IICA and ISU, and any others that may arise by mutual agreement;

To designate the personnel needed to meet the specific requirements of the General Agreement;

To collaborate with experts in preparing and executing education and research proposals related to agricultural competitiveness and sustainable development.

To support initiatives aimed at obtaining support from national and international organizations to finance the education and research proposals to be carried out with ISU.

SHARED RESPONSIBILITIES

To contribute to the implementation of activities agreed upon in this General Agreement and to identify respective financing;

To coordinate the work of the projects as agreed upon in the applicable specific agreements and to participate in their joint evaluation;

To disseminate the results and outputs as provided in the applicable specific agreement to be negotiated by the parties and documented in writing.
CLAUSE FIVE: Reciprocity

All activities or projects executed together shall be managed in such a way as to recognize and reflect the contributions made by both parties equally, both in relations with national and international organizations and in terms of publications, informational material and messages distributed to media organizations. Neither cooperating institution shall use the other institution’s name, trademarks or logos or the names of any of its employees in any publicity or advertising, including endorsements, without the prior written consent of the other institution. However, the foregoing shall not prohibit either cooperating institution from disclosing general factual information about the existence of this General Agreement or the other institution for purposes other than publicity, advertisement or endorsement.

CLAUSE SIX: Intellectual property rights

IICA and ISU will address intellectual property rights resulting from any projects as provided in the applicable specific agreement negotiated by the parties. As a public institution, ISU, and as an international organization, IICA, are committed to the transfer of innovations from their projects to the public to be used for the benefit of society.

CLAUSE SEVEN: Settlement of Disputes

Any dispute that may arise as to the interpretation, application or execution of the present General Agreement shall be resolved by friendly negotiation between the parties.

CLAUSE EIGHT: Entry into Effect, Renewal and Amendment

The present General Agreement shall be effective on the date it is signed and remain in effect for a period of five years, unless either party, by means of official notification, gives notice of its desire to terminate it at least ninety (90) days prior to the date of termination. Termination shall be without penalty. If this General Agreement is terminated, neither ISU nor IICA shall be liable to the other for any monetary or other losses which may result.

Furthermore, it may be renewed as mutually agreed upon by the parties in writing. Early termination of the General Agreement shall not affect the progress and conclusion of any ongoing activities or projects active under a separate, written agreement entered into by the parties. The terms of the present General Agreement may be modified by express mutual consent of the parties; such amendments shall be appended hereeto.

Both parties subscribe to the policy of equal opportunity and will not discriminate on the basis of gender, age, disability, race, color, religion, marital status, veteran’s status, national or ethnic origin, or sexual orientation.
CLAUSE NINE: Liability, Privileges and Immunities

Each institution agrees to be responsible for the liabilities arising out of their own conduct and the conduct of their officers, employees and agents as related to the academic exchange, cooperation and collaboration activities undertaken pursuant to this General Agreement. Nothing agreed to in the General Agreement, or related to the same, is to be considered an express or tacit renunciation of the immunities and privileges, exonerations and benefits enjoyed by IICA or ISU and their personnel in accordance with applicable law, treaties, agreements or legislation.

CLAUSE TEN: Anti-fraud and Anti-corruption

IICA and ISU have in place mechanisms for the prevention, detection, reporting, and denouncing and sanction of fraud and corruption; these mechanisms are an integral part of its best practices of governance and administration. Pursuant to its code of ethics, its values and the respective law in the country in which it operates, IICA maintains a zero-tolerance approach with respect to fraud and corruption. Each party shall comply with applicable anti-fraud and anti-corruption policies.

CLAUSE ELEVEN: Independent Contractor

Each cooperating institution agrees that their business relationship is as an independent contractor and nothing in this General Agreement shall be construed to create a legal partnership, joint venture, employment or agency relationship. Each cooperating institution is responsible for its own debts and liabilities created under this General Agreement. With respect to employee compensation for services provided pursuant to this General Agreement, each cooperating institution shall be responsible for withholding of taxes, workers’ compensation and other employment related taxes and benefits regarding its own employee’s.

CLAUSE TWELVE: Compliance With Laws

The cooperating institutions agree to comply with all applicable laws and regulations in their respective countries in performing their obligations under the General Agreement. This General Agreement shall be governed and construed under the laws of the State of Iowa and the United States of America with respect to ISU and with respect to IICA, the Institute will apply its international convention in relation to its Member States.
IN WITNESS WHEREOF, the legally authorized representatives of the parties sign two identical copies, equally binding, of the General Agreement and caused this instrument to be executed as of the day, month, and year as indicated in Clause 8.

On behalf of:

IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY

Ann Marie VanDerZanden  Date  2/28/19
Associate Provost for Academic Programs
Office of the Senior Vice-President & Provost

INTER-AMERICAN INSTITUTE FOR COOPERATION ON AGRICULTURE

[Signature]  Date  6/20/19
Manuel Otero  Director General
IICA