

MEMORANDUM OF UNDERSTANDING

2025 - 2030

BETWEEN:

The National Council for Scientific and Technological Development, a public foundation established by Law No. 1.310, of January 15, 1951, regulated by the Statute approved by Decree No. 11.229, of October 7, 2022, of the Federative Republic of Brazil, headquartered in Brasília-DF, SAUS Quadra 1, Lote 6, bloco H - 70070-010, Brazil, registered with the CNPJ/MF under number 33.654.831/0001-36, herein represented by its President, Olival Freire Junior, domiciled in the city of Brasília - DF, in the use of the powers granted by Ordinance No. 1430 of the Minister of State Chief of Staff of the Presidency of the Republic, published on December 18, 2025.

hereinafter referred to as “**CNPq**”

on the one hand,

AND

The Centre de coopération internationale en recherche agronomique pour le développement (*French Agricultural Research Centre for International Development*), a public industrial and commercial establishment (EPIC), with a scientific and technical vocation, headquartered in 42 rue Scheffer, 75116 Paris (France), registered with the Paris Trade and Companies Register under number 331 596 270, represented by Monsieur Pierre Marraccini, domiciled in the city of Paris in his capacity of Chief Executive Officer,

hereinafter referred to as “**CIRAD**”,

on the other hand,

Hereinafter referred to jointly as the “**Parties**” or individually as the “**Party**”,

WHEREAS

Having regard to the Cultural Agreement of December 6th, 1948, the Scientific and Technical Cooperation Agreement of January 16th, 1967, the Cooperation Agreement of May 28th, 1996, signed between the Government of the Federative Republic of Brazil and the Government of the French Republic, and the terms of the Report of the 17th meeting of the Franco-Brazilian Working Group on Technical and Scientific Cooperation, established by the Agreement

on Scientific and Technical Cooperation between the Federative Republic of Brazil and the French Republic of January 16th, 1967,

Having regard to the French Research Code, and in particular the single section entitled "Centre de coopération internationale en recherche agronomique pour le développement (CIRAD)" in Chapter IV of Title III of Book III of its regulatory part (articles R334-1 to R334-17) ;

Given that CIRAD is a public establishment of the State with an industrial and commercial character (EPIC) with a scientific and technical vocation, placed under the joint supervision of the Minister in charge of research and the Minister in charge of international development.

Given that CIRAD has a mandate to generate and pass on new knowledge, in partnership with southern countries, to support agricultural development and to fuel the debate on the main global issues concerning agriculture, food and rural territories. As such, **CIRAD's** mission is to contribute to the sustainable development of tropical and Mediterranean regions and, in this capacity, to undertake research programs, experiments and development programs with those countries.

Given that both Parties wish to promote their work and strengthen their cooperation through a contractual framework,

Considering the Agreement for scientific and technological cooperation signed by the **Parties** on November 28th of 2017 for a duration of five (5) years;

The **Parties**, wishing to strengthen such cooperation on the basis of mutual benefits, hereby resolve to enter into this present Memorandum of understanding (hereinafter referred to as "**MoU**"), in accordance with French and Brazilian legal norms in force, namely - concerning the Brazilian norms - in the Legal Framework for Science, Technology and Innovation (Constitutional Amendment No. 85/15, Law No. 10.973/2004, Law No. 13,243/2016, Decree No. 9,283/2018) subject to the following clauses and conditions:

1. FIRST CLAUSE – PURPOSE

1.1. By the present **MoU**, the **Parties** undertake to support the study and scientific and technological research developed by researchers in Brazilian and French teaching and/or research institutions with scientific quality recognized by the **Parties**.

1.2. The **Parties** shall recognize that the provisions of this **MoU** are not binding.

2. SECOND CLAUSE - FORMS OF COOPERATION

2.1. The **Parties** will promote this cooperation, in compliance with their international obligations and with their current national laws and other valid regulations, by means of the following mechanisms (hereinafter the “Projects”):

- a) exchange of information regarding policies and strategies
- b) implementation of joint projects on topics of common interest
- c) organization of scientific and technological seminars, symposia and other meetings of mutual interest, to promote interaction between relevant institutions and research groups of both countries, with a view to identifying future areas for cooperation
- d) exchange of researchers, scientists and technicians, with a view to promoting research, consulting and exchange of experiences in the scope of joint projects.
- e) consultations and exchange of information, documents and scientific publications;
- f) exchange of invitations to send observers to meetings or conferences held or sponsored by them, if it is of mutual interest;
- g) and other forms of scientific and technological cooperation agreed between the **Parties**.

2.2. To ensure, if required, the implementation of the mechanisms mentioned above, the **Parties** may use the specific instruments of each institution. This implementation shall be governed by specific agreements (hereinafter “Specific Agreement”) signed by both **Parties**. Specific agreements shall refer to the **MoU**. In the event of conflict between the provisions of the MoU and those of a Specific Agreement, the provisions specified in the Specific Agreement shall prevail over those of the **MoU**.

2.3 The Parties will value the search for cooperation opportunities with other countries and/or regional blocks.

2.4. Each Party shall help the other **Party** learn and apply the laws and regulations of its State when implementing the Specific Agreements.

2.5. To implement the **MoU**, the Parties shall strive to obtain the resources required for implementing the corresponding Projects, as soon as possible. For each Project, the **Parties** shall make employees, facilities, equipment and operating resources available. That availability shall be governed by the special provisions of the Specific Agreement

3. THIRD CLAUSE - FORMALIZATION AND REPRESENTATIVES

3.1. To implement this **MoU**, within the framework of scientific activities and research projects the **Parties** will sign a Cooperation agreement to establish joint programs.

3.2 To implement this **MoU**, in the framework of scientific activities and research projects the **Parties** will appoint representatives who shall be responsible for the coordination, execution, and monitoring of the activities of this instrument, as well as the negotiations and exchanges of correspondence required by the **MoU**.

3.3. Both **Parties** undertake to maintain their representatives with full powers to carry out their responsibilities under this clause, and to inform the other **Party** immediately of their exchange or replacement.

4. FOURTH CLAUSE - DURATION AND EXTENSION

4.1. This **MoU** will remain in force for a period of five (5) years, from the date of its last signature, and may be extended employing an addendum.

5. FIFTH CLAUSE – CONFIDENTIALITY, PUBLICATIONS AND INTELLECTUAL PROPERTY

The issue of intellectual property shall be governed by the applicable Brazilian and French laws.

6. SIXTH CLAUSE – BENEFIT SHARING

6.1. The Parties are committed to respecting the Convention on Biological Diversity and the Nagoya Protocol. Where applicable, they shall set out in the Specific Agreements the procedures for accessing and sharing the benefits derived from genetic resources and traditional knowledge, which shall refer specifically to the sharing and building of their scientific expertise and related knowledge.

6.2. Any collection or exchange of samples of any kind (plant, animal, microbiological, genetic or other resources) shall be made in strict accordance with the legislation of each of the countries of the signatories and with international legislation.

6.3. As regards the transfer of biological resources, the institutions concerned shall facilitate the circulation of and access to those resources, within the framework of the prevailing national and international legislations. In particular, each **Party** shall be responsible for the formalities relating to the transfer of genetic resources located on its territory, via the relevant authorities. To this end, each **Party** may declare the advantages derived from the existence of the **MoU**.

7. SEVENTH CLAUSE - AMENDMENTS

7.1. This **MoU** may be altered by mutual consent between the **Parties**, and the negotiation will be carried out by means of an exchange of electronic correspondence.

7.2 The alterations, if any, agreed will be effective through the signing of an amendment and will come into force on the last date of the signing of the instrument mentioned above by both **Parties**.

8. EIGHTH CLAUSE - TERMINATION

8.1 This **MoU** may, at any time, be denounced by either **Party**, and the interested **Party** must formally express its intention to do so, at least sixty (60) days prior to the date on which it is intended to terminate the activities.

9. NINTH CLAUSE –DISPUTES

9.1. The **Parties** shall resolve any controversy or divergence that may arise in the execution of this **MoU** through direct negotiation or exchange of correspondence, on electronic support if necessary. In the event of unresolved disagreement, the dispute shall be settled through diplomatic channels.

9.2. The **MOU** is drafted in Portuguese language and in English language. In case of inconsistencies, the English language version shall prevail.

Drafted at Brasília and France, in four (4) originals, two of them in the Portuguese language, and two of them in English language.

For the CONSELHO NACIONAL DE
DESENVOLVIMENTO CIENTÍFICO E
TECNOLÓGICO – CNPq:

For the CENTRE DE COOPÉRATION
EN RECHERCHE POUR LE
DÉVELOPPEMENT (CIRAD)

Olival Freire Junior

Olival Freire Junior
CNPq President

2015/26

Pierre Marraccini

Pierre Marraccini
CIRAD CEO

21 Maio 2016

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Julio