Amendment to Memorandum of Understanding signed on 7 July 2015

Between

Centre de Coopération Internationale en Recherche Agronomique pour le Développement
with its headquarters at 42, Rue Scheffer, 75116 Paris, FRANCE
(hereafter referred to as “CIRAD”)

And

Institut National de Recherche Agronomique
with its headquarters at 147, rue de l’Université, 75338 Paris Cedex 07, FRANCE
(hereafter referred to as “INRA”)

And

Institut de Recherche pour le Développement
with its headquarters at Le Sextant 44, bd de Dunkerque, CS 90009 13572 Marseille Cedex 2, FRANCE
(hereafter referred to as “IRD”)

And

CGIAR Consortium of International Agricultural Research Centers
with its headquarters at Avenue Agropolis, 34394 Montpellier Cedex 5, FRANCE
(hereafter referred to as the “CGIAR Consortium”)

And

The Ohio State University
With its office at 100 Agricultural Administration, 2120 Fyffe Road, Columbus, CH 43210 – 1066
(hereafter referred to as the “OSU”)

(CIRAD, INRA, IRD, the CGIAR Consortium and the OSU are hereinafter individually referred to as “Party”
and jointly as the “Parties”)


WHEREAS:

In the framework of the international research program "4 per 1000", CIRAD, IRD, INRA and CGIAR entered into the “Memorandum of Understanding between CIRAD, IRD, INRA and CGIAR” (hereinafter the “MoU”) on July 7, 2015 providing that CIRAD, IRD, INRA and CGIAR will work together to develop a comprehensive initiative combining research and development to improve mitigation of agriculture emissions and adaptation of agriculture to climate change, with particular focus on enhancing carbon sequestration in soils.

The OSU has developed a carbon sequestration research center that has significant expertise regarding the role of agricultural practices on carbon dynamics in soil and agricultural productivity worldwide.

In the light of scientific interest and in order to strengthen research capacity to achieve the objectives of this program “4 per 1000”, the Parties decided in mutual agreement to include OSU as a partner of the MoU.

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

Article 1: Objective

The purpose of this amendment is to open to OSU, the MOU signed on July 7, 2015, between CIRAD, INRA, IRD and the CGIAR. By agreeing to join the MOU, the OSU undertakes to respect all its clauses, after completing and adapt Articles 4 and 10 as follow.

Article 2: This article replaces Article 4 of the MoU

All intellectual assets, and corresponding intellectual property rights, resulting from activities that are carried out under this Memorandum of Understanding shall be managed in ways that maximize their global accessibility and/or ensure that they lead to the broadest possible impact on target beneficiaries, in line with the CGIAR Principles on the Management of Intellectual Assets and INRA’s, CIRAD’s, IRD’s and OSU’s policies on intellectual property.

Specific terms and conditions regarding intellectual asset management (intellectual property rights, publication and exploitation of results, confidentiality, etc.) shall, as appropriate, be laid out in separate formal agreement signed by all the concerned Parties.

Article 3: This article replaces Article 10 of the MoU

The parties shall endeavour to settle their disputes amicably. All disputes arising out of or in connection with this Memorandum of Understanding, which cannot be solved amicably, shall be finally settled under the applicable competent Court.
Article 4: Contact Persons

The contact persons to facilitate and coordinate the implementation of this Memorandum of Understanding are the following:

- For CIRAD: Mr Patrick Caron, Director General in charge of Research and Strategy, TA 179 / 04, Avenue Agropolis - 34398 Montpellier Cedex 5
- For INRA: Mr Jean-François Soussana, Scientific Director Environment, INRA, 147 rue de l'Université 75338 Paris Cedex 7
- For IRD : Mr Jean-Luc Chotte, Deputy Director of IRD department ECObio, avenue Agropolis, F-34394 Montpellier Cedex 5
- For CGIAR: Mr Alain Vidal, Director of Strategic Partnership, CGIAR Consortium, 1000 avenue Agropolis - 34394 Montpellier Cedex 5
- For OSU: Prof. Rattan Lal, Director, Carbon Management and Sequestration Center, 2021 Coffey Road, Kottman Hall 210, Columbus, Ohio 43210

Article 5

All other terms of the initial MoU remain unchanged, and this amendment is an integral part of the MoU.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year last written below.

For and on behalf of CIRAD:

[Signature]
Michel Edouard
President Director General, CIRAD

Date: 25 AVR. 2016

For and on behalf of INRA:

[Signature]
François Houllier
President Director General, INRA

Date: 19 AVR. 2016
For and on behalf of IRD:

Jean Paul Moatti  
President Director General, IRD

Date: 23 M 1 2015

For and on behalf of the CGIAR Consortium:

Frank Riisberman  
Chief Executive Officer, CGIAR Consortium

Date: 14 4 16

For and on behalf of The Ohio State University:

Ronald Hendrick  
Interim Vice President, Agricultural Administration  
Dean, College of Food, Agricultural, and Environmental Sciences  
The Ohio State University

Date: 4/13/16

Geoffrey S. Chatas  
Senior Vice President for Business  
and Finance and CFO  
The Ohio State University

Date: 4/12/16