

**Memorandum of Understanding  
Between  
National Institute of Food and Agriculture and  
Israel Binational Agricultural Research and  
Development Fund  
To Promote Scientific Collaboration among U.S. and Israeli  
Scientists and Engineers**

This Memorandum of Understanding (MOU) establishes the framework under which the National Institute of Food and Agriculture (NIFA) of the United States (U.S.) Department of Agriculture and the Israel Binational Agricultural Research and Development Fund (BARD); collectively the Participants, intend to cooperate to promote collaboration among the U.S. and Israeli scientists and engineers.

**Program Title**

NIFA - BARD Joint Funding Program

**Synopsis of Program**

The BARD program was established through an agreement signed in 1977 by the Government of the United States of America and the Government of Israel. The objective of BARD, as specified in the agreement, is "to promote and support agricultural research and development activities which are of mutual benefits to the United States and Israel." Since its establishment, BARD has fulfilled this objective by funding U.S.-Israel collaborative research proposals, workshops, and travel grants for U.S. and Israeli scientists and engineers. The activities conducted pursuant to this MOU will deepen and expand this collaboration consistent with the articles contained in the 1977 agreement.

The Participants to this MOU (or their delegates) intend to explore possible joint programs whereby Israeli scientists and engineers may receive funding from BARD and U.S. scientists and engineers may receive funding from NIFA. Such joint programs should be advanced only if they are mutually beneficial and agreed to by both NIFA and BARD.

The Participants intend to identify potential programmatic areas that are within the scope and priorities of each organization where enhanced collaboration will advance scientific and engineering discoveries and where there is an understanding by both NIFA and BARD that a joint funding program is desired and, therefore, mutually beneficial.

The procedures (e.g., for merit review, identifying and managing conflicts of interest, and ensuring confidentiality) to be used to implement the joint programs should be agreed to by NIFA and BARD in advance in a plan specifically designed to achieve the programs' objectives.

### **Funding and Resource Commitments**

This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Participants to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. Nothing in this MOU may be construed to obligate the Participants to any current or future expenditure of resources in advance of the availability of appropriations, nor does this MOU obligate the Participants to spend funds on any particular project or purpose, even if funds are available. This MOU does not create binding obligations under international law. NIFA and BARD and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing their objectives. Each participant will carry out its separate activities in a coordinated and mutually beneficial matter.

### **Resolution of Disagreements**

Disagreements between Participants regarding the interpretation of this MOU should be resolved by the respective heads of the agencies involved or their designees.

### **Intellectual Property**

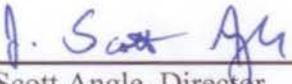
Existing requirements regarding intellectual property as specified in the applicable set of NIFA award terms and the BARD Research Grant Agreement should be applied.

### **Duration, Modification and Discontinuation**

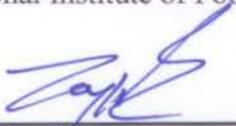
This MOU extends the current MOU (signed November 22, 2013) between NIFA and BARD and will continue for 3 years from the date of the last signature to this MOU, unless discontinued earlier by the Participants. This MOU may be modified only by written agreement of the Participants. The Participants intend that this MOU only be discontinued unilaterally with 90 days advance written notice by either Participant, or sooner by mutual written consent of both Participants.

### **Miscellaneous**

This MOU in no way restricts either of the Participants from participating in any activity with other public or private agencies, organizations, or individuals. This MOU is strictly for internal management purposes for each of the Participants. This MOU is not to be construed to provide a private right or cause of action for or by any person or entity.

  
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J. Scott Angle, Director  
National Institute of Food and Agriculture

11/26/18  
Date

  
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Yoram Kapulnik, Executive Director  
U.S.-Israel Binational Agricultural Research and Development Fund

12/16/18  
Date