Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING (MoU) made this 30th day of April, 2015 between the National Seed Association of India, the apex organisation representing the seed industry in India with office located at 909 Surya Kiran Building, K G Marg, New Delhi – 110 001 (hereinafter referred to as NSAI), India and Bangladesh Seeds Association, the apex organisation representing the seed industry in Bangladesh with office located at 145, Siddique Bazar (1st floor), Dhaka – 1000, Bangladesh (hereinafter referred to as BSA). Both NSAI and BSA will be referred to as 'Parties'.

Whereas, seed is the basic input in the production of food grains and for ensuring food security and livelihood of farmers, it is essential to ensure adequate supply of quality seeds in time at the doorsteps of farmers by facilitating marketing and distribution of the same;

And whereas, the role of seed associations is to enable, and encourage initiatives to facilitate adequate production and timely marketing and distribution of seeds;

Realizing that farmers in India and Bangladesh (both having similar agro-climatic conditions) suffer from lack of availability and accessibility to quality seeds and realizing that availability and accessibility to quality seeds of all crops is indispensable for ensuring food security and livelihood opportunity to farmers in the two countries;

Further realising that there is need for cooperation between the two countries to improve availability and accessibility to quality seeds;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

- 1. Share country specific information relating to seed industry on a regular basis (or, as and when required). This might include sharing information on market development and size, major issues and concerns, government policies and regulations, information on trade, and other relevant issues
- 2. Work to create an enabling environment for increased cooperation formalization of trade and knowledge sharing between governmental agencies, research institutions (engaged in seed production) and other relevant institutions
- 3. Work towards harmonization of seed policies and regulations in the two countries. It is observed that there is not much variation in government policies and regulations relating to domestic seed industry
- 4. Make concerted efforts towards harmonization of seed certification procedures and other relevant issue (sanitary and phyto-sanitary measures and quarantine procedures)
- 5. Make concerted efforts towards mutual recognition of existing and newly released varieties by the respective governments in the two countries
- 6. Create an enabling environment for joint development and release of seeds in both the countries
- 7. Work towards strengthening the role of private sector in seed production, marketing and distribution
- 8. In addition, to facilitate increased participation of private sector in trade import and export of seeds
- 9. Work together in promotion and exchange of 'new' varieties developed in both the countries
- 10. Provide support for inclusion of seeds in border haats and to enhance its outreach and scope
- 11. Facilitating organization and participation in annual/bi-annual international/regional trade fair
- 12. Work together to facilitate capacity building of stakeholders through workshops/seminars
- 13. Work together to explore the possibility of benefit sharing based on international treaties

14. Work together to create greater awareness on importance of farmers' protection rights.

Further, the two Parties agree to review progress made as per this MoU and undertake visits to each other at an interval (or as and when required)

This MoU is facilitated by CUTS International under its project titled 'Addressing Barriers to Rice Seeds Trade between India and Bangladesh' (RISTE) supported by Bill & Melinda Gates Foundation and is being implemented in fours eastern Indian states, and by Unnayan Shamannay as a project partner in Bangladesh.

Signing of this MoU does not constitute any financial obligation on the part of any Party. Each Party is to use and manage its own funds in carrying out the purpose of this MoU. If fiscal resources are to transfer, a separate agreement must be developed by the Parties.

The terms of this MoU shall be subject to periodic review and amendment. This MoU may be amended by mutual agreement of the cooperating Parties in writing.

This MoU may be terminated by either Party upon 30 days written notice to the other Party.

This MoU will come into effect upon date of final signature and will continue for three years from the date of signature.

In witness thereof, the authorized representatives of both the Parties hereto have executed this MoU: (Date, Month, Year) (On behalf of NSAI) NEW DEL Name: Designation: (Date, Month, Year) MEST DINGOY Name: Designation: Organization: General Secretary Bangladesh Seed Association (Date, Month, Year) (On behalf of BSA) Name: Designation: (Date, Month, Year) (Witness) F.R. Malix. Designation: Propretors
Molliera Send Co.

Organization:

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And whereas, the role of seed associations is to enable, and encourage initiatives to facilitate adequate production and timely marketing and distribution of seeds;

Realizing that farmers in India and Bangladesh (both having similar agro-climatic conditions) suffer from lack of availability and accessibility to quality seeds and realizing that availability and accessibility to quality seeds of all crops is indispensable for ensuring food security and livelihood opportunity to farmers

Further realising that there is need for cooperation between the two countries to improve availability and

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- 1. Share country specific information relating to seed industry on a regular basis (or, as and when required). This might include sharing information on market development and size, major issues and concerns, government policies and regulations, information on trade, and other relevant issues
- 2. Work to create an enabling environment for increased cooperation formalization of trade and knowledge sharing - between governmental agencies, research institutions (engaged in seed
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This MoU will come into effect upon date of final signature and will continue for three years from the date of signature.

In witness thereof, the authorized representatives of both the Parties hereto have executed this MoU:

General Secretary (On behalf of BSA)	(Date, Month, Year)
(On behalf of BSA)	
Name: Seed Association	Designation:
BSA	(Date, Month, Year)
(Witness) Name: F.R. Malie Organization:	Designation: Proprietor, Mollie Seed Co.
(On behalf of NSAI)	(Date, Month, Year)
Name:	Designation:
(Witness)	(Date, Month, Year)
Name: Vipra Verma Organization: (1)	Designation: ASSF DIMCHOY
Organization: (\) \	