



MEMORANDUM OF UNDERSTANDING

ON

**TRILATERAL CO-OPERATION IN
AGRICULTURE AND ALLIED FIELDS**

BETWEEN

THE GOVERNMENTS OF

THE REPUBLIC OF SOUTH AFRICA,

THE FEDERATIVE REPUBLIC OF BRAZIL

AND

THE REPUBLIC OF INDIA

**UNDER THE INDIA-BRAZIL-SOUTH AFRICA
(IBSA)**

DIALOGUE FORUM INITIATIVE

PREAMBLE

The Governments of the Republic of South Africa (hereinafter referred to as “South Africa”), the Federated Republic of Brazil (hereinafter referred to as “Brazil”) and the Republic of India (hereinafter referred to as “India”), jointly referred to as the “Parties” and in the singular as a “Party”;

TAKING NOTE of the “Brasilia Declaration” of 6th June 2003 after the meeting of the Foreign Ministers of India, Brazil and South Africa;

RECOGNISING that these three like minded countries from three continents represent large vibrant democracies with strong economies and rich human and natural resources;

APPRECIATING that trilateral co-operation in agriculture will provide an avenue for utilizing the potential synergies among the Parties and will contribute to the revitalization of South-South co-operation;

ACKNOWLEDGING that the letter and spirit of the “Brasilia Declaration” requires that a process of joint discussion and action be set in motion to identify areas and methods of mutual co-operation in agriculture and to initiate action to concretise such co-operation,

HAVE AGREED as follows:

Article 1

PURPOSE

- (i) The purpose of this Memorandum of Understanding is to establish a framework to strengthen co-operation in the field of agriculture amongst the Parties.

- (ii) Subject to the availability of funds, the Parties shall endeavour to take all steps necessary to work, jointly and severally, through mutual consultations, to ensure that results of research and development and experiences gained from implementing agriculture and related programmes are shared and disseminated widely in their respective regions for the betterment of agriculture and allied fields, including rural development and poverty alleviation.

Article 2

COMPETENT AUTHORITIES

For the purpose of the implementation of this Memorandum of Understanding the competent authorities shall be --

- (i) on behalf of India, the Ministry of Agriculture;
- (ii) on behalf of Brazil, the Ministry of Agriculture, Livestock and Food Supply; and
- (iii) on behalf of South Africa, the Department of Agriculture.

Article 3

AREAS OF CO-OPERATION

Subject to the generality of Article 1 and the provisions of Article 4, the Parties shall effect trilateral co-operation in specific areas including -

- (i) research and capacity building;
- (ii) agricultural trade, including sanitary and phytosanitary (SPS) issues;
- (iii) rural development and poverty alleviation;
- (iv) other allied areas as mutually agreed by the Parties.

Article 4
MANAGEMENT

- (i) The Parties shall establish a Joint Working Group (hereinafter referred to as the “JWG”) which shall be constituted of such number of representatives of each of the Parties as may be agreed upon.
- (ii) The JWG may also invite experts to attend their meetings for specific purposes, as may be mutually agreed by the Parties.
- (iii) The JWG shall meet at least once every year by rotation in India, Brazil and South Africa and be presided over by a designated representative of each Party on a rotating basis.
- (iv) Secretarial assistance and organisational support for the JWG meetings shall be provided by the host Party.
- (v) Co-ordination and liaison, including preparation of an agreed agenda, shall be carried out by the Party, which last presided over the JWG meeting for the next JWG meeting. A nodal point for co-ordination and liaison shall be designated by each Party.

Article 5
RESPONSIBILITIES OF JWG

The JWG shall be responsible for -

- (i) drawing up a Programme of Action for undertaking activities envisaged under Article 3;
- (ii) reviewing the progress of implementation of co-operation under this Memorandum of Understanding;

- (iii) re-assessing the areas of co-operation identified in Article 3 and to amend the same as mutually agreed;
- (iv) advising on such matters concerning trilateral co-operation in agriculture and allied fields as may be referred by the national Governments to the JWG; and
- (v) doing all such things as may be consistent with this Memorandum of Understanding.

Article 6

FINANCIAL OBLIGATIONS

- (i) The Parties shall, from time to time, take decisions about financial arrangements to give effect to the provisions of this Memorandum of Understanding.
- (ii) Notwithstanding sub- Article (i) of this Article and until the Parties arrive at a different arrangement, all costs of air travel shall be borne by the visiting sides, while the costs of local hospitality, that is, local vehicle transport and the costs of hiring a venue shall be borne by the Party hosting the event.
- (iii) The Parties shall exchange documents, books and journals in furtherance of this Memorandum of Understanding free of cost to the recipients.

Article 7

INTERNATIONAL OBLIGATIONS

This Memorandum of Understanding shall be without prejudice to national and international obligations of the Parties.

Article 8

OBLIGATIONS WITH RESPECT TO OTHER AGREEMENTS

This Memorandum of Understanding shall be without prejudice to the rights and obligations of the Parties with respect to bilateral and/or other agreements for co-operation in agriculture.

Article 9

SETTLEMENT OF DISPUTES

- (i) Any dispute amongst the Parties arising out of the interpretation or implementation of this Memorandum of Understanding shall be resolved through discussions in the JWG.
- (ii) If the dispute is not resolved through discussions in the JWG, the Parties may arrive at a decision through such further consultations and communication as may be agreed upon between them.

Article 10

AMENDMENTS

This Memorandum of Understanding may be amended by mutual consent of the three Parties through an Exchange of Notes amongst the Parties through the diplomatic channels.

Article 11

ENTRY INTO FORCE, DURATION AND TERMINATION

- (i) This Memorandum of Understanding shall enter into force on the date on which each Party has notified the other Parties in writing through diplomatic channels of its compliance with the constitutional requirements necessary

for the implementation thereof. The date of entry into force shall be the date of the last notification.

- (ii) Any of the Parties may express to the other Parties its intention to terminate the present Memorandum of Understanding through diplomatic channels. Termination of one of the Parties shall be effective three months after the date of notification and shall not affect the implementation of this Memorandum of Understanding by the other Parties.

IN WITNESS WHEREOF, the undersigned being duly authorised thereto by their respective Governments have signed this Memorandum of Understanding in three originals in the Hindi, Portuguese and English languages, all texts being equally authentic. In case of any doubt as to the interpretation, the English text shall prevail.

DONE at Brasilia on this 13th day of September 2006.

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**FOR THE GOVERNMENT OF
THE REPUBLIC OF
SOUTH AFRICA**

[Signature]

**FOR THE GOVERNMENT OF
THE FEDERATIVE REPUBLIC
OF BRAZIL**

[Signature]

**FOR THE GOVERNMENT OF
THE REPUBLIC OF INDIA**