



# APSA

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
INTERNATIONAL SEED TESTING ASSOCIATION (ISTA)  
AND  
ASIA AND PACIFIC SEED ALLIANCE LTD. (APSA)**

**TO FACILITATE COLLABORATIVE PROJECTS TO  
STRENGTHEN SEED RESEARCH AND TRAINING INITIATIVES AND PROMOTE SEED TESTING  
PROGRAMS AND THE ISTA ACCREDITATION SYSTEM  
IN THE ASIA PACIFIC REGION**

This Memorandum of Understanding (hereinafter referred to as the "MoU") is made and entered into on 17 day of September, (hereinafter referred to as the "Effective Date"), between International Seed Testing Association located at Zürichstrasse 50, 8303 Bassersdorf, Switzerland represented by **Dr. Andreas Wais**, ISTA Secretary General, (hereinafter referred to as the "ISTA") as the one party, and

The Asia and Pacific Seed Alliance Ltd., located at 190, Middle Road #15-01/03, Fortune Centre, Singapore (188979), represented by **Mr. Muhammad Tahir Saleemi**, APSA President, who is authorized to enter into the MOU to the order of The Asia and Pacific Seed Alliance Board of Directors number 1/2561, dated on the 22nd September B.E. 2561 (A.D. 2018), as specified in Appendix attached herewith (hereinafter referred to as the "APSA") the other party,

NOW, THEREFORE, in consideration of the mutual cooperation made hereinafter, referred to together as the "Parties" and individually as a "Party", hereby agree with the following general provisions and terms:

**Article-I  
INTRODUCTION**

The Parties mutually desire to collaborate and promote seed-based research and development in the Asia-Pacific region, and hereby have accepted as follows:

- i) collaboration is beneficial in achieving overall program success and useful in helping to meet the stated goals of the Parties;
- ii) the Parties desire to increase their existing knowledge bases;
- iii) the Parties wish to develop mutual technical cooperation and knowledge exchange ;  
and
- iv) that, because of mutual benefits to the organizations to promote seed related activities especially seed sampling and testing to achieve uniformity in the Asia Pacific Region to facilitate international and regional seed trade.



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## **Article-II SCOPE OF COOPERATION**

This MoU is intended to facilitate the further strengthening of technical co-operation. The Parties have accepted the following activities:

- i) to exchange technical information by each Parties according to respective laws and regulations;
- ii) to organize activities of mutual interest including cooperative conferences, workshops, seminars and training programs on subjects agreed upon by the Parties
- iii) to exchange the information through Parties' communication channels e.g. e-magazine/publications/social media/printed magazine in the subject area identified by both Parties; and
- iv) any other forms of technical cooperation in agriculture as may be mutually agreed upon.

This MoU does not entail any funding obligation, nor does it constitute a legally binding commitment by any Party.

## **Article-III PARTIES' UNDERSTANDING**

The MoU is intended only to provide the general principles and key terms for initial cooperation between the Parties and does not contain all matters upon which agreement must be reached.

Where the Parties agree to proceed with some or all of the matter(s) referred to in Paragraph-I subsequent to the signing of the MoU, the Parties agree to enter into the project agreement for that specific matter(s) which shall include all material terms including funding, the responsibilities and obligations which are to be undertaken by each Party, ownership and exploitation rights in intellectual properties arising out of the project, benefit sharing of the intellectual property rights as well as the scope of work of the project (hereinafter referred to as a "Project Agreement"). However, no provision in the MoU shall oblige the Parties to enter into any Project Agreement. The understandings contained herein are intended to govern all Project Agreements executed between the Parties.

## **Article-IV FUNDING AND RESOURCES**

The MoU does not constitute binding commitment or obligation on the part of either Party, nor does it necessitate any financial commitments by either Party. Each Party shall bear its own cost and expenses under the MoU, such as the cost and expenses incurred in preparing, executing and implementing the cooperation under the MoU, unless otherwise agreed in writing by the Parties.



APSA

**Article-V**  
**MECHANISMS OF COOPERATION**

To achieve the purposes of this MoU, the Parties, subject to the availability of funds, will jointly cooperate on technical assistance and exchange of expertise. The Parties have decided to implement joint projects pursuant to the objectives through specific Letters of Agreement (LoA) or Technical Cooperation Projects (TCP) supplemental to this MoU.

The Parties agree to have annual meetings of a selected number of Directors and/or Officers to review the achievements of the past period and their alignment to the MoU.

**Article-VI**  
**INTELLECTUAL PROPERTY RIGHTS**

The Parties recognize the importance of intellectual property rights as an integral component of this collaboration. The Parties jointly reserve any or all Intellectual Property Rights upon further mutual agreement.

**Article-VII**  
**ISTA ACTIVITIES**

ISTA will consider opportunities to collaborate on special projects, as presented by APSA, under this cooperation in accordance with laws and regulations of the Kingdom of Thailand.

**Article-VIII**  
**APSA ACTIVITIES**

Under this MoU, APSA have agreed to support ISTA as follows:

- i) enhance seed testing related capacity building; and
- ii) facilitate ISTA to obtain technical and legal information from seed enterprises, seed associations, and seed related agencies regarding seed movement in specific countries.

**Article-IX**  
**ENTRY INTO EFFECT AND TERMINATION**

This MoU will take effect for 3 (three) years, commencing on the date of the last authorized signature affixed to this MoU. This MoU may be revised, amended or extended upon the mutual agreement and written consent of the Parties at the request by means of exchange of official letters of either Parties not less than 6 (six) months prior to the present expiration date.



# APSA

This MoU is signed in two original copies in the English language. Both copies are equally valid. Each Parties of the MoU will retain one copy.

Signed by :

Dr. Andreas Wais  
Secretary General  
International Seed Testing Association

Date: *October 06, 2020*

Signed by :

Mr. Muhammad Tahir Saleemi  
President  
The Asia and Pacific Seed Alliance Ltd.

Date: *17 September 2020*

Witness :

Dr. Florina Palada  
Head of Accreditation and Technical  
Department  
International Seed Testing Association

Witness :

Dr. Kanokwan Chodchoey  
Executive Director  
The Asia and Pacific Seed Alliance Ltd.