Memorandum of Understanding on Improving Access to Planting Material and the Fight against Cocoa Swollen Shoot Virus Disease

Between

The Ghana Cocoa Board (COCOBOD)

And

The World Cocoa Foundation (WCF)

2016
This Memorandum of Understanding is made

Between

The Ghana Cocoa Board hereinafter referred to as COCOBOD, a government agency established by ordinance in 1947 and located in the Cocoa House at 41 Kwame Nkrumah Avenue, Accra, P.O. Box 933. The COCOBOD is represented by Dr. Stephen OPUNI, the Chief Executive.

And

The World Cocoa Foundation hereinafter referred as WCF, a non-profit organization founded in 2000 and located at 1411 K St. NW, Suite 500 Washington, DC 20005. WCF is represented by Mr. TIM McCOY, the interim President.

Designed as « Parties »

PREAMBLE

Whereas cocoa is important for Ghana economy (30% of total export earnings, 60% of agricultural export by 2015, 8.2% of the GDP in 2010). Ghana is the second largest producer and Ghana’s cocoa is considered to be among the best quality cocoa in the world; Cocoa employs approximately 800,000 farm families spread over six of the ten regions of Ghana;

Whereas the cocoa sector is facing important constraints that affect the production, chief among them the cocoa swollen shoot virus disease, aging cocoa farms and increasing drought in some cocoa producing regions. There is a need for innovative solutions to ensure long term sustainability of the cocoa sector;

Whereas COCOBOD launched the Cocoa Rehabilitation Program in 2011 to help increase and sustain cocoa production in Ghana, through rehabilitation and replanting of old and unproductive farms as well as farms devastated by the swollen shoot virus disease;

Whereas a group of WCF member companies signed a joint agreement to accelerate actions to make cocoa farming in the country sustainable. The strategy, known as CocoaAction, calls for building a rejuvenated and economically viable cocoa sector through increased cooperation between industry members and the governments;

And

Whereas COCOBOD and WCF, recognizing the importance of public private partnership for increased and sustainable cocoa production as well as enhanced livelihood, had signed a joint declaration of intent in May, 2014;

Now Therefore, COCOBOD and WCF inspired by their common objectives to sustain cocoa production, have decide to enter into this MoU which defines the framework for the cooperation between the two Parties.
This MoU sets out nine articles as follows:

**Article 1: Purpose and objectives**

This MoU is intended to define the contribution of WCF CocoaAction members to the COCOBOD cocoa rehabilitation program, specifically around:

I. Access to planting material

**Point 1:** Increase capacity for seed production using irrigation in draught areas
- Implement irrigation pilot to assess the impact of irrigation on seed production

**Point 2:** To ensure the long term sustainability of cocoa seedling production, both parties shall together seek ways to:
- Improve plant and nursery quality and efficiency through complementary technologies
- Improve cocoa hybrid pods and seedlings distribution systems
- Increase use of on-nursery and on-seed/bud wood garden irrigation/"fertigation".

II. Fight against Cocoa Swollen Shoot Virus Disease

**Point 1:** Selection for CSSV resistance
- Support breeding activities at CRIG
- Set up demonstration plots across cocoa regions with CSSV tolerant planting materials - seek farmers' adhesion to using this material to control CSSV
- Facilitate technology transfer of the screening protocol from University of Reading

**Point 2:** Detection of CSSV
- Develop detection tools and early diagnostic kits for the virus,
- Continue studies on the diversity of the virus across the cocoa regions in Ghana
- Re-evaluate alternative hosts of CSSV using the diagnostic tools developed

**Point 3:** Biological control of mealybugs
- Support the CRIG initiative on natural enemies
- Set up biological control trials at the regional level

**Point 4:** Reinforce regional collaborations around CSSV
- Facilitate regional exchanges of CSSV resistant planting material
- Enhance participation in international breeding and protection programs

**Article 2: Principles**

The Parties affirm this set of principles which should guide their joint initiatives:
- To take into cognizance the missions and strategic goals of each Party;
- To be transparent and open regarding expectations of each other; and
- To observe mutual respect for the philosophy, approach and capacities of each Party.

**Article 3: Responsibility**
COCOBOD and WCF agree to:
- Provide all institutional support, services and materials necessary to implement and achieve the objectives of each cooperative project defined in supplemental agreements to this MoU.
- Carry out activities as outlined in the protocol
- Investigate integrating other activities/projects that contribute to mutual objectives
- As needed, call upon national institutions to participate in the elaboration or implementation of new activities/projects to ensure alignment with the national programs

**Article 4: New activities**

- COCOBOD and WCF will establish a technical committee and review process to assess proposals for new activities related to Work Stream 1 - Planting material.
- The committee will be established in November 2015
- The committee will work in alignment with the terms of the MoU
- A concrete action plan will be established by the committee, highlighting the roles and responsibilities of the industry by March 2016

**Article 5: Confidentiality**

During the course of this MoU, either party may acquire confidential information or trade secrets of the other. 'Confidential Information' of a Party means all information of whatever description, whether in permanently recorded form or not and whether or not belonging to a third party, which is by its nature confidential or which the party identifies as confidential to itself. Each Party agrees to keep all such confidential information in a secure place, and further agrees not to publish, communicate, divulge, use or disclose, directly or indirectly, for its own benefit or for the benefit of another Party, either during or after implementation of this MoU.

**Article 6: Intellectual property**

All intellectual property created under this MOU is considered jointly owned by The Parties to this MoU. Under the framework of this MoU, 'Intellectual Property Rights or IPR' means all intellectual property rights, including: (a) ideas, information, literary text, plant breeder's right, patents, copyright, registered designs, art work, trademarks and any right to have confidential information kept confidential; and (b) any application or right to apply for registration of any of the rights referred to in (a). The conditions of utilization of the results of joint work will be defined in the supplemental agreement to this MoU.

Each Party is and remains sole owner of all information, know-how, inventions, discoveries, data, reports and intellectual property rights which are held by this Party prior to the commencement of the present MoU or acquired independently from this Memorandum. The ownership that exists prior to the commencement of this MoU or acquired independently from the MoU will not be altered or transferred merely by virtue of its use for the projects and/or activities conducted in separate agreements.
Article 7: Settlement of disputes

Any disputes regarding the interpretation or application of this MoU will be resolved by consultations between the Parties and will not be referred to any national or international tribunal or third party for settlement.

Article 8: Effective date and amendments

This agreement will enter into effect on the date of the last signature and supersedes all prior understandings regarding collaboration between the Parties. The terms of this agreement can be amended, with the approval of both parties, by means of exchange of letters through the authorized officials at each institution. Either party may initiate the exchange of letters.

Article 9: Termination

This Memorandum of Understanding may be terminated by either Party by giving written notice of intent to terminate the understanding. Such termination shall not affect the execution and conclusion of specific activities in effect under the terms of this MoU nor publication and dissemination of results of research in progress. Such notice will be given six months in advance of the desired termination date.

Accra, the [signature]
8th day of February, 2016

FOR WCF

FOR COCOBOD

TIM MCCOY

CHIEF EXECUTIVE

GHANA COCOA BOARD

DR. STEPHEN OPU NI

World Cocoa Foundation
<table>
<thead>
<tr>
<th>Actions in the MoU</th>
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<th>Type of contribution: Technical (T) Financial (F)</th>
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