



# **The National Agricultural Research, Education and Innovation Partnership**

## **Objectives and Memorandum of Agreement**

21 November 2011

# Objectives and Memorandum of Agreement

(Hereinafter referred to as the "Agreement")

## **A formal alliance between**

University College Dublin, National University of Ireland, Dublin ("UCD"), established by Charter in 1908 and governed by subsequent Acts of the Oireachtas, having its seat at Belfield, Dublin 4, Ireland

and

Teagasc, The Agriculture and Food Development Authority ("Teagasc"), established under the Agriculture (Research, Training and Advice) Act, 1988, having its headquarters at Oak Park, Carlow, Ireland

(Hereinafter collectively referred to as the "Parties").

**Is governed by this Partnership Agreement dated 21<sup>st</sup> day of November 2011**

## **For the purpose of**

Providing a governance and operating structure to formalise active collaboration between UCD and Teagasc (the Parties) in agricultural research, education and innovation. Accordingly, the Parties hereby affirm their agreement to establish the National Agricultural Research, Education and Innovation Partnership (hereinafter referred to as the "Partnership").

## **1 Objectives**

The Partnership is being established at a time of great challenge and opportunity for Irish agriculture and the food industry, i.e. trade liberalisation, market globalisation, rapidly changing consumer trends, finely balanced global food supply and demand projections, renewable energy requirements, environmental protection and the evolving European Union Common Agricultural Policy.

At the same time, agricultural research and innovation in Ireland is challenged to secure adequate resources, critical mass, and focus to effectively lead the development and growth of the farming and food industry.

The Partnership is (i) a response to the needs of the Irish agriculture and food industry for world-class research, education and innovation programmes to enhance and sustain its international competitiveness; and (ii) the needs of the State for greater integration, efficiency, cost effectiveness and commercial benefits for public funds invested in agricultural research and education.

The specific objectives of the Partnership are to:

- Formalise and strengthen the existing collaboration between the two Parties to deliver education, research, technology and innovation programmes for a competitive and sustainable farming and agri-food industry with national and international application
- Enhance the scientific and technical leadership of the Parties in order to underpin the international competitiveness, growth and development of the agricultural sector
- Provide world-class education for agricultural students
- Deliver world-class basic and applied research programmes in key areas of relevance to the development of Irish agriculture and the food industry
- Generate greater efficiencies and effectiveness in the use of publicly funded resources in agricultural research, education and technology transfer.

## 2 Operating Principles of the Partnership

The Partnership will operate within the statutory frameworks of UCD and Teagasc and will recognise the distinct mandates of both institutions. The Parties agree that the Partnership will lead to a significant focusing of resources and enhancement of current activity, skill levels and opportunities for researchers and research centres in both Party institutions. The Parties further agree through the Partnership to establish Ireland as a world centre for basic and applied agricultural research and education, focused on excellence, innovation, development of human resources and technology transfer to industry.

This will involve, in particular:

- Collaboration in strategic planning for agriculture related education and research;
- Prioritisation of joint and independent research;
- Sharing of research and other staff and of physical resources;
- Active engagement in international scientific research programmes and adaptation of the best available international scientific knowledge and technologies for Irish conditions;
- Co-development and sharing of technology platforms to avoid duplication of personnel, equipment and other resources and greater efficiency and effectiveness in delivering a national research and technology transfer programme for the agriculture industry;
- Joint education, training and skills enhancement programmes;
- A common approach to supporting key stakeholders (especially producers and the broad agriculture industry);
- Provision for the exchange of research and teaching personnel between the Partners with appropriate recognition for career development;
- An agreed approach to meeting the funding requirements of the National Programme;
- Co-hosting joint events e.g. Research Centre Open Days, presentation of research findings, conferences, industry engagement, etc.

The Partnership is open, subject to mutual agreement between the Parties, to participation by other institutions with similar objectives and capabilities.

## 3 The National Programme

The Partnership's core strategy will be the establishment of a National Agricultural Research, Education and Innovation Programme (hereinafter referred to as 'The



National Programme") in close collaboration with industry and Government. Specifically, the Parties will establish an agreed programme of agricultural research; pursue a shared strategy for post-graduate training; provide for greater involvement by Teagasc personnel in undergraduate and post-graduate teaching; and enable more substantial engagement by UCD personnel in Teagasc research and technology transfer programmes.

The National Programme will primarily focus on, but not be confined to, three thematic pillars and will be delivered through education, research and technology transfer functions:

- Grassland & Animal Science (including Animal Health)
- Environment, Soils & Crop Science
- Agri-Business (including Farm Business Management) Economics & Rural Development

The National Programme will over time accommodate other areas of national strategic importance such as food science and food chain technologies and will include other partners as appropriate. Under these pillars, the Partnership will

- a) build on the existing strengths of both Parties,
- b) share knowledge and resources,
- c) apply its combined technology platforms to support each party's education and research agenda,
- d) develop new programmes in consultation with stakeholders (including industry, consumer interests and public bodies),
- e) develop linkages for technology transfer to farming and agri-business,
- f) encourage and support the development of commercial outputs through intellectual property rights, licensing, and the establishment of spinout companies,
- g) engage with Government and Government Agencies in the development of the National Programme,
- h) work with other agencies in pursuit of its objectives.

#### **4 External Linkages**

The Partnership will fully respect existing collaborative linkages and partnerships in which the Parties are involved. It will seek over time to develop partnerships with other institutions, both within Ireland and internationally. The Parties are open to other educational and research institutions formally becoming parties to this Agreement. They acknowledge that, in this event, this will require mutually acceptable amendments to the Agreement.

#### **5 Ethos of the Partnership**

The Parties are committed to norms and principles, which, while furthering the aims of the Partnership itself, will also serve the common good and the national interest. Such norms will define the culture of the Partnership and will reflect the values of the Parties. At the centre of this culture is a commitment to education, research and innovation. It will provide the scientific and technical leadership for the agricultural industry and support relevant national policies while striving to make a meaningful contribution to society in all dimensions, economic, social and cultural. The Parties agree to be bound by the values of mutual trust and respect and to constructive cooperation in pursuit of common goals. The Parties will enjoy parity of esteem in the relationship.

## **6 Legal Status of the Partnership**

The Partnership is established and governed by this Agreement solely and exclusively. The Partnership shall be subject to the appropriate and over-riding legal and financial frameworks of UCD and Teagasc. A specific Inter-institutional Implementation and Service Level Agreement (ISLA) pursuant to this Partnership Agreement shall be agreed by the parties and will, inter alia, provide for:

- Access to shared infrastructure
- Provision of an adequate operating budget for the Partnership
- Preparation and submission of joint research bids
- Protection of joint Intellectual Property
- Provision of insurance and indemnities covering the activities of the Partnership as required.

The ISLA will be agreed by the Strategy and Management Board and submitted by it to the Partnership Authority for final approval within three months of the signing of this Agreement.

## **7 Governance Structure**

The Partnership shall have two interlocking governance strands, namely the Partnership Authority and the Strategy and Management Board. The Partnership Authority and the Strategy and Management Board shall conduct their business and make decisions by consensus, subject to the over-riding principle that there must be agreement between the two Parties.

### **7.1 Partnership Authority**

The Partnership Authority shall consist of the President of UCD, the Director of Teagasc and the Chairman of the Strategy and Management Board as *ex officio* members. The President and Director may each nominate up to two additional members from their respective organisations.

The functions of the Partnership Authority shall be to:

- select and appoint the Chairman of the Strategy and Management Board;
- ratify the appointment of the members of the Strategy and Management Board;
- approve and ratify the appointment of the Partnership Director;
- agree and, from time to time, review the ISLA;
- agree and approve the necessary financial contributions and arrangements for an effective administration budget for the Partnership;
- approve the strategy for the Partnership and the National Programme recommended by the Strategy and Management Board;
- maintain general oversight of the operation of the Strategy and Management Board, which shall report annually to it on its plans and progress;
- approve of and make the necessary provisions (including the amendment of this Agreement) for the inclusion of other educational or research institutions in the Partnership;
- optimise the relationship and, if necessary, resolve disputes between the Parties;
- consult from time to time with external expertise on the scientific quality and relevance of the National Programme.



## **7.2 Strategy and Management Board**

The seven-member Strategy and Management Board shall consist of an independent Chairman appointed by the Partnership Authority, the Head of the UCD School of Agriculture and Food Science and its Strategy & Development Manager, the Teagasc Director of Research and its Head of Foresight and Strategy Development, together with one other nominee from each of the Partners. Members of the Board shall be appointed for a three-year term that may be renewed.

The Strategy and Management Board shall have responsibility for:

- appointing the Partnership Director subject to the approval of and ratification by the Partnership Authority;
- guiding and supporting the Partnership Director in managing and leading the work of the Partnership;
- drawing up the Implementation and Service Level Accord (ISLA) for approval by the Partnership Authority;
- ensuring that coordinated and optimised use is made of all the resources available to the Partnership;
- agreeing the National Programme and implementation strategy;
- agreeing an annual business plan;
- putting in place, and implementing ambitious plans for industry outreach and the translation of research output into commercial activity;
- establishing open and transparent mechanisms for reporting to stakeholders;
- promoting the Partnership domestically and internationally;
- approving and managing the annual operating budget for the Partnership ;
- appointing such Partnership Working Groups as it deems necessary to implement the Agreement;
- implementing such other matters as are deemed necessary for the effective running of the Partnership.

The Strategy and Management Board may appoint a joint Partnership - industry advisory group to assist in the development of the National Programme and will engage with the industry to the maximum extent in this regard.

## **8 The Partnership Director**

The Strategy and Management Board shall appoint a director (hereinafter referred to as "the Partnership Director") to lead the Partnership on a day-to-day basis. In particular, the Partnership Director will be responsible for servicing the Strategy and Management Board, the efficient administration of the Partnership, the organisation and submission of bids for competitive research funds and outreach to industry and the public. The Director shall produce an annual report for the Strategy and Management Board covering the operations and achievements of the Partnership. The specific duties, employment conditions and recruitment process for this post will be determined by the Strategy and Management Board and submitted to the Partnership Authority for approval.

## **9 Partnership Working Groups**

The Strategy and Management Board shall appoint such Partnership Working Groups as it deems necessary to implement the Agreement. The Working Groups will be led and organised by the Partnership Director. These groups will be responsible for implementing the strategy of the Partnership by developing effective operational plans to deliver the objectives of the National Programme.

The following four Working Groups exist at the time of signing this Agreement :

- Environment, Soils and Crop Science;
- Grassland and Animal Science;
- Agribusiness, Economics and Rural Development;
- Education, Knowledge & Technology Transfer, Training.

#### **10 Confidentiality, Publicity and Data Protection**

Each Party will (and will procure that its employees, sub-contractors and agents will) at all times keep confidential all information regarding the other Party or its affairs which is of a confidential nature, which it or they may have acquired or may at any time after the date of this Agreement acquire arising out of their participation in discussions, and shall not use any such information other than for the purposes of fulfilling this Agreement.

The obligations set out in the first paragraph above shall continue without limit in point of time but shall cease to apply to any information for the time being in the public domain otherwise than by a Party's breach of those obligations, but nothing in this Clause 10 shall prevent a Party from disclosing any information to the extent required in or in connection with legal proceedings arising out of this Agreement or the discussions.

Each Party will (and will procure that its personnel will) do all such acts and things as may reasonably be requested of it by the other Party with a view to compliance with legislation concerning data protection.

#### **11 Dispute Resolution**

In the event of a dispute in the working of the Partnership, the Parties to this Agreement will ensure that:

- those individuals or units involved make every effort to resolve the issue by reference to the ethos of the Partnership as set out above;
- if it is not possible to resolve the dispute at local level the issue is then referred to the Strategy and Management Board;
- if that in turn does not achieve a resolution, the issue is referred by the Chairman of the Strategy and Management Board to the Partnership Authority to make a final determination.

#### **12 Miscellaneous Provisions**

Each Party shall be solely liable for any loss, damage or injury resulting from its performance of its obligations under this Agreement and the other Party shall bear no responsibility whatsoever in this regard. Neither Party shall be liable for any special, indirect or consequential loss arising in connection with this Agreement, howsoever caused. Nothing in this Agreement shall limit or exclude either Party's liability for death, personal injury, fraud or any liability that cannot be excluded or limited by law.

Nothing in this Agreement gives rise to or shall be deemed to give rise to a relationship of agency between the Parties or be deemed subject to the Partnership Act 1890 or otherwise. Neither of the Parties shall have any right or authority to act on behalf of the other or to bind the other in any way with a third party except with the written consent of the party concerned. Both Parties enter into this Agreement in good faith and they hereby undertake to make every effort to ensure that it is fully implemented to the letter and spirit of its provisions.



The ISLA (see paragraph 6) to be agreed by the Strategy and Management Board and approved by the Partnership Authority shall be deemed to be an integral part of this Agreement.

Otherwise, no revisions, modifications or amendments shall be made to the Agreement without the written consent of both Parties, nor shall it be renewed or cancelled without such written consent.

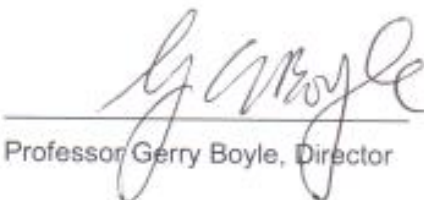
This Agreement shall become effective from the date it is ratified and signed by the Parties and shall remain in force up to 31 December 2016, after which it will be reviewed with the aim of its renewal in the same or revised form.

**Ratified and signed for and on  
behalf of UCD by**



Dr Hugh Brady, President

**Ratified and signed for and on  
behalf of Teagasc by**



Professor Gerry Boyle, Director

On the 21<sup>st</sup> day of November 2011