



**THE HORTICULTURAL RESEARCH INSTITUTE**

**“LILIANA DIMITROVA” (IIHLD)**

**AND**

**THE STATE SCIENTIFIC INSTITUTION**

**“INSTITUTE OF GENETICS AND CYTOLOGY OF THE  
NATIONAL ACADEMY OF SCIENCES OF  
BELARUS”**

**June, 2023**



**INTERINSTITUTIONAL FRAMEWORK AGREEMENT FOR COLLABORATION  
BETWEEN  
THE HORTICULTURAL RESEARCH INSTITUTE  
"LILIANA DIMITROVA" OF THE REPUBLIC OF CUBA  
AND  
THE STATE SCIENTIFIC INSTITUTION  
"INSTITUTE OF GENETICS AND CYTOLOGY OF THE NATIONAL ACADEMY  
OF SCIENCES OF BELARUS"**

**PARTY OF THE FIRST PART:** The Horticultural Research Institute "Liliana Dimitrova", integrated into the Agricultural Business Group (GAG) belonging to the Ministry of Agriculture of the Republic of Cuba, with its legal address at Bejucal-Quivicán highway, Km 33 ½, Quivicán Municipality, Mayabeque Province, Cuba; represented in this Act by the **MSc. Alicia de la C. Fernández Miranda** appointed as Director General in accordance with the provisions of Resolution No. 68/2015 issued by the President of the Agricultural Business Group.

**PARTY OF THE SECOND PART:** The State Scientific Institution "Institute of Genetics and Cytology of the National Academy of Sciences of Belarus" with the registered office at 27 Akademicheskaya St., 220072 Minsk, the Republic of Belarus, represented by Director **Mr. Ruslan I. Sheiko** acting by virtue of the Charter, together hereinafter referred to as "the Parties."

In full accordance with the principles that govern the collaboration between the Institutes and peoples of the Republic of Cuba and the Republic of Belarus, in order to bring them closer together and strengthen scientific, cultural and academic relations between both Institutes, the Parties enter into this Interinstitutional Framework Agreement for Collaboration:

## STATEMENTS

### I. The Horticultural Research Institute "Liliana Dimitrova" **DECLARES:**

**FIRST:** The Institute, as a Research Center, is the Science, Technology and Innovation Entity according to the Resolution No. 87/2016 of the Ministry of Science, Technology and Environment of the Republic of Cuba.

**SECOND:** Its purposes and attributions include, but not limited to, the following: to carry out research, development and innovation projects related to soil improvement.





**THIRD: MSc. Alicia de la C. Fernández Miranda**, Director General of the Institute (Email: [dir.general@liliana.co.cu](mailto:dir.general@liliana.co.cu)), is empowered to sign Agreements such as this legal instrument, in accordance with the provisions of the Resolution No. 68/2015 issued by Mr. Frank Castalleda Santalla, President of the Agricultural Business Group.

II. The State Scientific Institution "Institute of Genetics and Cytology of the National Academy of Sciences of Belarus" **DECLARES:**

**FIRST:** The Institute of Genetics and Cytology is the leading Scientific Institution of the National Academy of Sciences of the Republic of Belarus in the field of genetics, genomics and biotechnology.

The Institute is the legal entity. The Institute is accredited as the Scientific Institution (Certificate of July 13, 2022, No. 96) and is certified for conformity with the International Standard STB ISO 9001-2015 (Certificate of December 5, 2011, No. BY/112 05.01.077 02597).

**SECOND:** The Institute of Genetics and Cytology, NAS of Belarus, focuses on the following areas of activity: study of the structural and functional organization of plant, animal, human and microorganism genomes; study of genetic and cell engineering-related issues; development of genetic bases for plant, animal, and microorganism breeding; development of genome technologies for agriculture, health care, sports and environmental protection; study of biosafety-related issues; development of efficient computing techniques for pertinent issues in biology and medicine; providing services in DNA marking and DNA certification of plants, animals, humans and microorganisms; collection and preservation of unique DNA samples as a source of valuable DNA information; monitoring research on the genetic resources of the Republic of Belarus, providing access to genetic resources and benefit-sharing; providing services in the detection of genetically modified ingredients in the food raw material and food products, species identification of meat.

**THIRD: Mr. Ruslan I. Sheiko**, Director of the Institute of Genetics and Cytology of the National Academy of Sciences of the Republic of Belarus (D.Sc. in Agriculture, Professor, Corresponding Member of NAS of Belarus; Email: [R.I.Sheiko@igc.by](mailto:R.I.Sheiko@igc.by)), is empowered to sign Agreements as the present legal instrument.



### III. "THE PARTIES" DECLARE:

**FIRST:** Both Institutions are legal entities empowered to sign Agreements related to their technical, scientific and research activities.

**SECOND:** Both Institutions are willing to provide mutual support for the best performance of their objectives.

**THIRD:** Both Institutions agree to enter into the common agreement in developing the activities necessary for the operation of this Collaboration Agreement and the specific agreements derived from it in accordance with the following

### CLAUSES

#### FIRST: OBJECT OF THE COLLABORATION AGREEMENT

Establish bases for cooperation between two entities, as well as terms, conditions, and execution procedures for projects and/or activities, which will be developed in future, taking into account characteristics of actions to be executed and specific objectives to be achieved.

#### SECOND: SCOPE AND OBJECTIVES

The projected collaboration must be developed, which will cover the general scope of technical scientific services, technology transfer, and the execution of programs and/or projects, consultancies, scientific research, professional training and other related activities.

Both Institutions shall develop Research Cooperation through:

- Exchange of specialists for the development of programs and/or projects, conferences, scientific research according to possibilities and regulations of each Institution.
- Exchange of genetic material of vegetables between the Republic of Cuba and the Republic of Belarus and evaluation of varieties of two countries.
- Extraction of DNA from vegetable growing material to determine the presence of resistance alleles to a series of diseases.
- Search for new polymorphisms by sequencing resistance genes.
- Exchange of experience and evaluation of accessions.





- Other forms of collaboration that are not expressed in this document and that are agreed by the Parties.

### **THIRD: ACTIONS AND OBLIGATIONS**

#### **I. THE HORTICULTURAL RESEARCH INSTITUTE "LILIANA DIMITROVA" shall:**

1. Coordinate, jointly with the Institute of Genetics and Cytology of the National Academies of Sciences of Belarus, the actions to be developed and the work methodology.
2. Provide services in the agreed manner and terms.
3. Facilitate the preparation of all documentation required for the stay in and departure from the country of project participants.

#### **II. THE INSTITUTE OF GENETICS AND CYTOLOGY, THE NATIONAL ACADEMY OF SCIENCES OF BELARUS shall:**

1. Guarantee technical conditions for the implementation of the project and/or activities.
2. Facilitate the preparation of all documentation required for the stay in and departure from the country of project participants.

#### **III. BOTH PARTIES shall:**

1. Arrange actions that allow the efficient development of the projects, implementing the follow-up in the Republic of Belarus and the Republic of Cuba, if necessary, with the personnel agreed upon by both Institutions.
2. Identify the topics and projects that are of common interest to the Republic of Belarus and the Republic of Cuba.
3. Guarantee recognized prestige and professional competence of specialists to comply with the actions. For this purpose, electronic curriculum vitae of professionals who comply with the principles of suitability for the tasks to be carried out shall be provided.
4. Manage participation of other Institutions and entities in both countries where necessary.



#### **FOURTH: RECRUITMENTS**

4.1 In the case of hiring Professionals, Technicians or Researchers of the Horticultural Research Institute "Liliana Dimitrova" for the provision of International Technical and Scientific Services, a contracting agreement must be signed with its highest institutional representatives, including an official request for each action to be developed, to which the Institute shall respond according to the availability of professionals.

4.2 In the event that actions give rise to commercial contracts, the Horticultural Research Institute "Liliana Dimitrova" of the Republic of Cuba and the Institute of Genetics and Cytology of the National Academy of Sciences of the Republic of Belarus shall be represented by a trading company.

#### **FIFTH: FINANCING**

5. Financial contributions required for the execution of activities referred to in this Agreement shall be subject to the budgetary availability of the Parties agreed upon in specific agreements or respective work programs.

#### **SIXTH: INTELLECTUAL PROPERTY**

6.1 Activities and projects developed under this Agreement must respect international and national laws, as well as applicable institutional regulations regarding Intellectual Property.

6.2 If, as a result of the actions carried out in accordance with this Agreement, products of commercial value and/or intellectual property rights are generated, these shall be governed by the national legislation of each of the Parties applicable in the matter, as well as by the International Conventions on the subject that are binding on the Parties.

6.3 Both Parties shall sign, if necessary, a Confidentiality Agreement, which shall treat specific information as confidential and subject to non-disclosure without proper authorization, to safeguard the intellectual heritage of the Horticultural Research Institute "Liliana Dimitrova" and of the Institute of Genetics and Cytology, the National Academy of Sciences of Belarus.

#### **SEVENTH: LABOR RELATIONSHIP**

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7.1 The Parties agree that personnel contributed by each of the Parties shall, for the execution of this Agreement, maintain labor relationship with the Institution to



which they belong (the Institution of origin), so that in no case the other Party shall be considered as their employer.

7.2 Personnel sent by one of the Parties shall comply, at the place of their employment, with the provisions of current national legislation, as well as the provisions, rules and regulations of the Institution they are employed by.

#### **EIGHTH: FORCE MAJEURE AND FORTUITOUS EVENT**

8.1 It is expressly agreed that **the Parties** shall not hold civil liability for damages that may be caused as a result of an act of God or force majeure. Causes of force majeure are considered to be events of extraordinary, unforeseeable, unavoidable nature and independent of the will of the Parties that occur during the period of validity of this Agreement and prevent its execution.

8.2 The Party that invokes the aforementioned circumstances shall notify, within fifteen (15) business days, the other Party in writing of the nature, beginning and termination of the cause and its possible consequences and shall document the event through a certified statement issued for that purpose by a competent authority in the Party's country.

8.3 The Parties shall agree in writing about new deadlines for the fulfillment of obligations affected by force majeure.

8.4 However, if the cause persists for more than three (3) uninterrupted months, and/or if the contractual obligations are not fulfilled within the new agreed deadlines, either Party may terminate the Agreement.

The Agreement is concluded through written communication and the Parties may not claim compensation before any court.

#### **NINTH: VALIDITY OF THE AGREEMENT**

This Agreement shall be valid for three years from the date of its signing and may be extended for equal periods an unlimited number of times in the interest of signatory Parties who reserve the right to propose the resolution thereof; with prior notice to the other Party no less than six months in advance, without prejudice to compliance with the obligations assumed.

#### **TENTH: SETTLEMENT OF DISPUTES**

10.1 In the event of any controversy that may arise due to the interpretation, execution or fulfillment of this Agreement, it shall be resolved by the Parties by mutual agreement.



10.2 If the Parties fail to reach an agreement, such dispute must be resolved before an International Court chosen by both Parties. The award shall be final, unappealable and binding on the Parties.

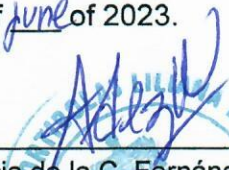
#### ELEVENTH: OTHER TERMS

11.1 Both Parties shall work to prepare corresponding agreements specifying the actions to be carried out.

11.2 Both Parties agree to comply in good faith with the respective obligations contained in this Agreement in the most efficient manner, as well as agree to provide each other with due collaboration in compliance.

11.3 This Agreement shall enter into force on the day of signing by both Parties. By mutual agreement, the Parties may modify or terminate the agreement at any time they wish. Any modification to this Agreement must be made through a written supplemental agreement signed by both Parties. The termination shall only take effect, without prejudice to compliance with those corresponding obligations that derive from those already completed by the counterparty, from the date on which notification of the other Party is documented.

**AND FOR THE RECORD**, recognizing that collaboration between two Institutions shall contribute to their material, physical and intellectual development, the representatives of the Horticultural Research Institute "Liliana Dimitrova" and the Institute of Genetics and Cytology of the National Academy of Sciences of the Republic of Belarus, aware of the content and legal effects of this document and of the legal provisions that are invoked therein, sign it in faith of conformity, in two original copies in English, of a single tenor and effect, on the 30 day of the month of June of 2023.

  
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MSc. Alicia de la C. Fernández Miranda  
Director General  
Horticultural Research Institute  
"Liliana Dimitrova"

  
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D.Sc. Ruslan I. Sheko  
Director  
Institute of Genetics and Cytology  
National Academy of Sciences of Belarus

