

**Memorandum of Understanding  
Between the  
U.S.D.A. Cooperative State Research, Education and Extension Service (CSREES)  
and the  
U.S. Department of Energy Joint Genome Institute**

**COOPERATION IN SUPPORT OF COORDINATED PLANT AND MICROBIAL  
GENOME SEQUENCING AND BIOINFORMATICS**

I. Introduction

- A. The Parties. This Memorandum of Understanding ("MOU") is entered into by the United States Department of Agriculture Cooperative State Research, Education and Extension Service (USDA-CSREES) and the U.S. Department of Energy Joint Genome Institute (DOE-JGI) (jointly "Parties").
- B. The Agreement. This MOU details the agreement between USDA-CSREES and the DOE's Office of Biological and Environmental Research with respect to the DOE-JGI and its production genomics facility.
- C. The Points of Contact. The Points of Contact for notifications and other communications between the Parties shall be the individuals identified at the end of this MOU, except as may be specified in this MOU or such other persons agreed upon by the Parties separately from this MOU but documented in official correspondence between the Parties.

II. Background

- A. The missions of the USDA-CSREES and DOE's Office of Biological and Environmental Research (OBER) include research to improve the scientific foundations for the environment, bioenergy, agricultural biosecurity, and improved food quality and crop production.
- B. DOE's OBER manages the Joint Genome Institute (JGI) with the mission to develop and exploit new sequencing and other high-throughput, genome-scale and computational technologies as a means for discovering and characterizing the basic principles and relationships underlying the organization, function, and evolution of living systems.
- C. This is a voluntary agreement between the USDA-CSREES and the DOE-JGI. The purpose of this memorandum is to establish a framework for CSREES and JGI to cooperate and coordinate agency-relevant plant and microbial genome sequencing and bioinformatics that can serve the needs of the broader scientific community and solve problems that are important to each agency mission.

III. Scope

- A. It is agreed that it is appropriate for both agencies to support research in this area, to avoid duplication of effort in the scientific community and to ensure that jointly

agreed-upon targeted projects result from these efforts.

- B. Proposals and research applications involving genomic studies of agricultural and energy related plants and microbes will be coordinated among the agencies and framed in terms of the community's plans for high throughput sequencing and bioinformatics.
- C. If, at any time, either Party to this MOU desires to modify it for any reason, that Party shall notify the other Party in writing of the proposed modification and the reasons for it. No modification shall occur unless there is subsequent written concurrence of the other Party.

### **Rights and Responsibilities of the Parties**

- A. Both Parties agree to meet at least once a year to review progress under this MOU and to update the joint plans for meeting its objectives. CSREES and DOE will alternately take the lead in setting up these meetings and will involve the appropriate participants across both organizations.
- B. Both Parties agree to jointly explore broadening their collaboration on plant and microbial genomic research to include other agency partners.
- C. USDA-CSREES and DOE-JGI and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

### **Termination of the MOU**

This MOU takes effect upon the signature of USDA-CSREES and DOE-JGI and shall remain in effect for five years from the date of execution. This MOU may be terminated by mutual agreement of the Parties or by either Party's providing 90 days written notice to the other.

### **Limitations of Agreement**

- A. This agreement does not preclude each Party from funding research on relevant organisms that are in the interest of the mission of that agency. CSREES and DOE-JGI should continue to work together to keep each other well informed as their respective genome sequencing and bioinformatics plans develop.
- B. This MOU in no way restricts either Party from participating in any activity with other public or private agencies, organizations, or individuals.
- C. Nothing in this MOU shall obligate either USDA-CSREES or DOE-JGI to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of USDA-CSREES and DOE-JGI will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not

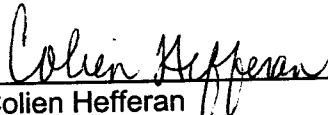
provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations

- D. This MOU is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either Party. This MOU is not intended to and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its offices, or any person.

#### THE PARTIES

For the USDA-CSREES:

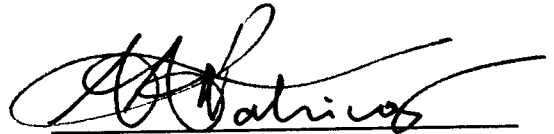
For DOE-JGI:



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11/7/05



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11/7/05