

Collaboration Agreement

BETWEEN

MERCY CORPS

AND

THE INTERNATIONAL CENTER FOR AGRICULTURAL RESEARCH IN THE DRY AREAS

This Collaboration Agreement between Mercy Corps (hereafter MC), an international organization legally registered in Jordan and the International Center for Agricultural Research in the Dry Areas (hereafter ICARDA), lays out an agreement in principle for the two parties concerning collaboration on a research study: "Lessons learned from community based interventions in greywater treatment systems within Jordan; and identification of promising avenues for enhancing inclusivity and public safety in the broad uptake of grey water treatment technologies".

1. Background and Purpose

1.1 ICARDA continues to promote and pilot the sustainable use of treated greywater, through community based interventions and safe use protocols, in order to integrate grey water irrigation into farming systems within Jordan, Palestine and Egypt. A similar set of interventions have been undertaken by MC within Jordan through a USAID funded initiative "Community Based Initiatives for Water Demand Management Project" which is scheduled to end in December 2015. On the basis of support from an ongoing collaborative initiative between ICARDA and the Food and Agriculture Organization of the UN (hereafter FAO), this study seeks to synthesize Jordanian based experiences in the development of contextually relevant (social, economic, technical) and inclusive approaches for small scale grey water treatment systems, and to uncover avenues for enhancing broad uptake of grey water treatment technologies and systems.

1.2 Key areas of interest for this study include, but are not limited to:

- a) A (numerical and geographical) mapping of greywater technology adoption within Jordan through the initiatives of both ICARDA and MC, as well as with their collaborative partners within Jordan;
- b) Documenting, through available evidence, those factors which either promote or critically constrain the choice for installing grey water treatment systems;
- c) A cost-benefit analysis of representative greywater treatment systems which have been favored through sustainable (economic and technical) adoption;
- d) A better understanding of gender related concerns in relation to: (i) inclusivity in the adoption choices of greywater treatment systems, (ii) the distribution of treated water for productive purposes (agriculture, household), (iii) equity in income earned from the use of greywater, (iv) labour saved or utilized and the value attributed to affected labour time and (v) whether greywater treatment systems have improved nutritional diversity in the household and if not, how they can be improved (or what constraints inhibit improvement);
- e) Synthesis of lessons learned which are able to inform avenues for investigating public-private-civil society partnerships in the regulation of greywater systems which protect both individual household and public health and safety.

2. Responsibilities of the Parties:

- 2.1 ICARDA shall be responsible for:
- Leading the research study;
 - Providing an initial draft report in English for comment and input by MC;
 - Contracting consultants as required in order to complete the study (with prior approval and consent from MC where data or access to MC facilities and programmes are required);
- 2.2 MC shall be responsible for:
- Provision of assistance in the field (where required), establishment of key and strategic contacts and arrangements with programme participants for interviews, and where suitable and strategic, invitation to any field events conducted under the aegis of MC led initiatives;
 - Professional assistance in collaboratively obtaining and compiling statistics and information related to MC's experience with facilitating the testing and piloting of greywater systems, including MC's experience with the disbursement of revolving loans and setting up of community based organizations;
 - Oversee the piloting and testing of potential out-scaling strategies subject to available budgets, within the duration of this agreement
- 2.3 Jointly, ICARDA and MC will produce a report characterizing the state of greywater technology adoption in Jordan (including policy recommendations) which will be drafted and disseminated for public consumption using the most effective and immediate publication mechanisms (tentatively by the end of April 2016), using ICARDA's English version as a starting point, and if existing funds support translation, an Arabic version to follow. This will require a joint undertaking of the following activities by December 31st, 2015:
- Collection of relevant data (quantitative and qualitative) pertaining to MC's engagement in the greywater sector, and which are available for public consumption (number of beneficiaries, cost of greywater units installed, internal or external assessments, and synthesis of existing reports);
 - Collection of relevant data (quantitative and qualitative) with respect to engagement in the dissemination and promotion of greywater technologies by other organizations engaged in Jordan (ICARDA to lead in this area);
 - 4 focus group discussions with community based organizations set up by MC and which have installed grey water units within their communities.
- 2.4 Shinan Kassam and Bezaiet Dessalegn are designated project leads for ICARDA. All correspondence regarding collaboration within the project should be jointly addressed to:
- | | |
|--|--|
| Shinan Kassam
e-mail: s.kassam@cgiar.org | ICARDA
P.O. Box 950764
Amman 11195, Jordan |
| Bezaiet Dessalegn
e-mail : b.dessalegn@cgiar.org | Telephone : +962 6 590 3120 |
- ICARDA shall immediately notify MC of any change in staff responsible for this project.
- 2.5 Ahmed Alulayyan shall be responsible for the execution of the research activity on behalf of MC. All correspondence regarding collaboration in the project shall be addressed to:



The parties shall immediately notify each other of any change in staff responsible for this initiative.

3. Financial Arrangements and Reporting

- 3.1 Any funding provided by both parties in support of this collaboration will be discussed and contributed to on an as needed basis and through separate agreement.

4. Publications

- 4.1 Any publication of the results of this joint research program shall be made only after having notified the other party in writing with appropriate recognition of each party's contributions. Specific aspects of publication like use of logo, acknowledgment of donors and programme, etc. shall be discussed and agreed separately.
- 4.2 In accordance with the CGIAR Open Access and Data Management Policy the parties shall ensure that the results of the work are published expeditiously and widely disseminated and as such they shall agree to publish on an Open Access Journal when it is available and/or use an internal harvestable repository. The parties shall agree which Creative Commons License to use if one of them is also the publisher of the results.

5. Intellectual Property Rights

- 5.1 ICARDA's policy on Intellectual Property is aligned with the CGIAR Principles on the Management of Intellectual Assets (http://www.cgiarfund.org/cgiarfund/intellectual_assets). The results of ICARDA's research are available as international public goods to the international research community for research and education purposes for the benefit of developing countries.

It is agreed that:

- (a) All existing Intellectual Property provided for use by the parties in any future collaborative programs and projects ("Background IP") will remain the sole property of the contributing party. Each party shall grant the other party non-exclusive rights to use the contributed Background IP for the purposes of research, development, training and dissemination activities.
- (b) All results, including but not limited to data, databases, information, know-how, processes, software, germplasm or other materials created, discovered or developed during collaborative activities by one or more employees of either party ("Resulting IP"), will belong jointly and severally to both parties and will be licensed to each other on a royalty-free, non-exclusive, worldwide basis, and may be used by either party in research, development, training and dissemination activities. The Resulting IP will be made freely available to other parties as international public goods for non-commercial purposes.
- (c) It is agreed that each party will not license to third parties or sell or commercialize in any form the Resulting IP conceived or made during these collaborative activities without prior written approval of the other party.

6. Terms of Agreement

- 6.1 This Collaboration Agreement will start on [DATE] 2015 and shall expire on December 31st 2015 unless renewed in writing between the parties 30 days before the expiry date.



6.2 In the event that one of the parties decides to terminate the agreement detailed in this Collaboration Agreement, it shall notify the other party in writing, sixty days prior to the proposed date of termination. Clause 4 and 5 of this agreement shall remain in force.

6.3 This Collaboration Agreement shall be drawn up in two originals in the English language, signed by both parties, with each contracting party receiving one original copy.

6.4 All amendments and supplements as well as all declarations and notices resulting from and in connection with this Collaboration Agreement shall be in writing.

7. **Miscellaneous**

7.1 Disputes: Any disagreement or disputes between the parties shall be resolved amicably through negotiations between the parties in the project committee in the first instance, failing which all disputes arising out of or in connection with this agreement shall be finally settled by arbitration of three arbitrators, one appointed by each party and a chair nominated by the two arbitrators. The decision of the arbitrators shall be final.

7.2 Assignment: Neither party may assign or transfer this agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other party. That consent may not be unreasonably withheld or delayed.

7.3 No Agency: Nothing in this agreement creates, implies or evidences any partnership or joint venture between the parties, or the relationship between them of principal and agent. Neither party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.

7.4 Third Parties: No one except a party to this agreement has any right, benefits, or obligations unless this Agreement expressly provides otherwise.

As agreed by the contracting parties and signed by their authorized representatives as shown below,


Signed: 

Name: Daniel Gerson

Title: Country Director

Mercy Corps

Date: 17/11/2015

Signed: 

Name: MAHMOUD SOLT

Title: Director General

International Center for Agricultural Research
in the Dry Areas

Date: 25 October 2015