



RESEARCH COLLABORATION AGREEMENT

BETWEEN

INTERNATIONAL CENTER FOR AGRICULTURAL RESEARCH IN THE DRY AREAS

AND

INSTITUT NATIONAL DE LA RECHERCHE EN GENIE RURAL, EAU ET FORET

(INRGREF)

FOR CONDUCTING

RESEARCH ACTIVITIES

WITHIN

Impact evaluation of SLM options to achieve land degradation neutrality

WHEREAS, the International Center for Agricultural Research in the Dry Areas ("ICARDA"), has been working towards sustainable livelihood improvement in dry areas;

WHEREAS, INRGREF is collaborating with ICARDA under the framework of the memorandum of understanding, MoU, signed in [Date];

Commented [ff1]: I will add the date of signature of the MoU.

THUS, having recognized the convergence of the objectives and realized the need for a collaborative program-level efforts in the fields of mutual interest as determined by the priorities of the INRGREF and ICARDA and the comparative advantages and resources, both parties agree to further enter in to a Research Collaboration Agreement ("Agreement") titled, Impact evaluation of SLM options to achieve land degradation neutrality ("Research Project"), ICARDA Agreement No. 200078, BUS No. 200228 funded by the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ).

1. TERM

The Term of this Agreement is from 08/01/2016 to 11/30/2017 ("Term") subject to earlier termination under clause 10 and regardless as to when the Agreement is signed. All activities carried out under the Research Project during the Term shall be subject to the terms of this Agreement. [The Agreement may be renewed based on an agreed upon work plan and a yearly adjusted financial contribution reflected in writing as an amendment to this Agreement].

2. ACTIVITIES, ROLES AND RESPONSIBILITIES

2.1. Activities and responsibilities of INRGREF is attached as Annex 1 to this Agreement.

3. FINANCIAL MANAGEMENT

- 3.1. Subject to receipt of funds from the donor and satisfactory performance of the Research Project ICARDA shall disburse to [NAME OF PARTNER], [AMOUNT] for the sole purpose of carrying out the activities agreed by the Parties under the Research Project. {ONLY IF NECESSARY TO NATIONAL PROGRAM PARTNERS: To the extent that the [NAME OF PARTNER] would like the funds to be disbursed directly to the focal person or representative of the [NAME OF PARTNER] working on this project, the authorization form (Annex 2) should be filled-out and submitted to ICARDA. The funds will be disbursed based on the following disbursement schedule:

- 3.1.1. Disbursement Amount1: [Date]
3.1.2. Disbursement Amount 2: [Date]

- 3.2. ICARDA shall not incur any liability for delay or non-payment of funds to [NAME OF PARTNER] that is due to delay, default or non-payment by the donor.
- 3.3. [NAME OF PARTNER] shall maintain books, records, documents, and other evidence in accordance with its usual accounting procedures to sufficiently substantiate, in a manner reasonably satisfactory to ICARDA, financial data relating to the funds.
- 3.4. ICARDA shall not be obligated to reimburse [NAME OF PARTNER] for costs incurred retroactively of the term specified in the Agreement or in excess of the funds committed under the Agreement. Any funds that are unexpended or uncommitted at the conclusion of the Research Project must be promptly returned to ICARDA without request within thirty days of the expiry or termination of the Agreement.
- 3.5. [NAME OF PARTNER] agrees to undertake to use reasonable efforts, consistent with its governing arrangements and policies, to ensure that the funds disbursed from ICARDA for use in the Research Project are used for its intended purposes.
- 3.6. [NAME OF PARTNER] shall keep a record of all the capital items (i.e. assets worth US\$ 1,000 and above or its equivalent). In accordance with ICARDA procedures, these capital items shall be purchased from either the local or outside markets after receiving three technically acceptable quotations, with the lowest price chosen. The purchased items shall be consigned in the inventory list of the beneficiary institutes and used primarily for the implementation of the project activities as consigned in the work plans.
- 3.7. [NAME OF PARTNER] shall have the right to use the capital items, and shall be responsible for the repairs and maintenance of the capital items. Upon the termination of the project, the ownership of these capital items shall vest with [NAME OF PARTNER] unless the donor of the project provides otherwise.

4. REPORTING

- 4.1. INRGREF shall provide the deliverables as listed in the annex 1 and all their MEL reporting procedures

5. CONTACTS

- 5.1. Dr. Quang Bao Le, Agricultural Livelihood Systems Expert, is the designated project leader at ICARDA. All correspondence regarding collaboration in the project shall be addressed to:

Quang Bao Le Tel.: + 961-1-813301 / 3

Commented [ff2]: Tareq suggestion: Based on our budget, we can reformulate this part, saying that ICARDA will pay directly the cost not via disbursement.
Tareq suggestion: We can mention the exact amount that we will pay here as we can also not.

ICARDA
P.O. Box 114/5055
Beirut, Lebanon

Fax: + 961-1-804071
e-mail: q.le@cgiar.org

- 5.2. Dr. Hamadi Habaieb, Professor, shall be responsible for the execution of the research activity on behalf of INRGREF. All correspondence regarding collaboration in the project shall be addressed to:

Hamadi Habaieb, Professor
Directeur general,
Institut National de Recherches en Génie Rural, Eau et Forêts (INRGREF),
Hedi Karray Street, El Menzah 5,
P.O Box 10, Ariana, Tunisia

Tel: +21671719630
Fax: +21671717951
e-mail: hbaieb.hamadi@inat.agrinet.tn

- 5.3. The parties shall notify each other in writing of any change in staff responsible for this Research Project.

6. LIABILITIES

INRGREF undertakes full responsibility in respect of any loss, injury or damage arising from the execution of the Research Project.

7. DATA AND PUBLICATIONS

- 7.1. The parties will have equal and free access to the data/information generated by the Research.
- 7.2. The parties shall share all data and metadata generated during the Research Project and in relation to the Research in line with ICARDA's duty to comply with the [CGIAR Open Access and Data Management Policy](#) and publish results either on an Open Access Journal or on a Journal that guarantees self-archiving after 6 months from publication of either the publisher's version or the post-print version.
- 7.3. The parties shall inform each other of intended publications and give due acknowledgement of each party's contribution.
- 7.4. The parties shall specify any material contained in the publications which is already subject copyright or some other proprietary right and hereby warrants that it has obtained authorization to use such material from third parties or their legal representatives.

8. MANAGEMENT OF INTELLECTUAL PROPERTY

- 8.1. All intellectual property (defined as patents, designs, copyrights (including software code), database rights, trademarks, plant variety protection, and other similar statutory rights (as well as their applications) and all information and results of research and development activities including without limitation data, software, inventions, process information, know-how, germplasm and confidential information, whether protected or not under any laws) in the Research Project shall be managed in accordance with the [CGIAR Principles on the Management of Intellectual Assets](#).
- 8.2. The party introducing any intellectual property owned before or at the time of the Term ("Background Intellectual Property") for use in the Research Project shall remain the property of that party which shall grant to the other party a license to use and sublicense

it for the purposes of the Research Project. Where such Background Intellectual Property contains restrictions that may prevent its incorporation into, or use for the Research Project, the party introducing it shall inform the other party before the start of the activities or as soon as possible.

- 8.3. All rights to any intellectual property resulting out of the Research ("Resulting Intellectual Property") shall be owned jointly and severally between the parties and each party shall grant the other a royalty-free, non-exclusive, worldwide, and irrevocable license to use and sublicense their respective share of Resulting Intellectual Property. Any request by third parties to use the Resulting Intellectual Property may be made to either party. Each party is free to use, and sublicense the Resulting Intellectual Property to third parties, without the express consent of the other provided that such use and sublicense do not prevent the other joint owner from using and/or sublicensing the same.
- 8.4. In the event that one of the parties decides to apply for any intellectual property protection on the Resulting Intellectual Property in its name, it shall consult the other before such application.
- 8.5. In accordance with its obligations under the International Treaty on Plant Genetic Resources for Food and Agriculture, ICARDA shall transfer any genetic material to INRGREF with a Standard Material Transfer Agreement (SMTA) and requires INRGREF to use such SMTA for further transfers, regardless as to the percentage of material originally from ICARDA.
- 8.6. The parties shall work together to develop guidelines (include on attribution, authorship and data sharing) for the management of Intellectual Property created in the Research Project.
- 8.7. In the event of early termination of the Research Project, all Resulting Intellectual Property at the date of termination shall continue to be subjected to this clause 8.

9. INTERNAL AUDIT

ICARDA shall have the right to request a financial audit and as such shall have access to the INRGREF accounts upon written request. INRGREF shall keep all written records for the period of the Research Project and for five years after its termination or expiry.

10. TERMINATION

- 10.1. ICARDA has the right to suspend or terminate this Agreement ~~and/or to discontinue making payments under the Agreement~~, if ICARDA's funding is discontinued or suspended for any reasons whatsoever.
- 10.2. This Agreement shall immediately terminate solely with respect to the defaulting party if that party:
 - 10.2.1. breaches any provision of this Agreement that is not capable of being remedied;
 - 10.2.2. materially breaches any provision of this Agreement that is capable of being remedied but not remedied within sixty (60) days as of the date of notice sent to that party by the other party; or
 - 10.2.3. enters into an arrangement for the benefit of creditors, becomes insolvent, files for protection under the bankruptcy laws or otherwise seeks relief from creditors or anything analogous to the matters stated hereinbefore shall occur to that party under any applicable law.

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- 10.3. The parties may suspend or terminate this Agreement by mutual agreement by giving no less than three months' written notice.
- 10.4. In the event of termination, the parties shall co-operate and work together to effectively fulfill all obligations, safeguard and preserve the assets of the grant including all Intellectual Property created. An appropriate winding up period for completion of post-termination obligations shall be agreed between the parties if necessary.

11. MISCELLANEOUS

- 11.1. 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.
- 11.2. 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.
- 11.3. 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.
- 11.4. 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: Hamadi Habaieb

Title: Director General

Institut National de Recherches en Génie Rural, Eau et Forêts (INRGREF)

Date: _____

Signed: _____

Name: Aly Abousabaa

Title: Director General

International Center for Agricultural Research in the Dry Areas

Date: _____

ANNEX 1

Activities, Deliverables, Budget

Activities and Deliverables:

Activity ref. no.	Activity name	Deliverable*	Delivery Date**	Deliverable responsible	Budget
2	Disseminating research results	2.6 Video about "Webs GIS userguide video tutorial"	03/30/2017	Valerio Graziano	
		2.7 Video about "Interview with trainers/trainees in the training job"	06/01/2017	Valerio Graziano	
		2.8 Video about "Interview with potential users of the web GIS tool"	09/01/2017	Valerio Graziano	
		2.9 workshop about "Participatory technology transfer and cooperative capacity building"	10/30/2017	Fajr Fradi	
3	Describing a country-specific, accessible knowledge base of standardized, geo-referenced SLM options-by-context	3.2 Country-specific data on bio-physical and socio-economic context (desk review)	03/31/2017	Quang Bao le	
		3.3 Collecting data on existing, tested and adopted Sustainable Land Management (SLM) options versus different socio-ecological contexts (field work + desk review/analysis)	03/31/2017	Badabate Diwediga	
		3.6 Journal Article about "Impact assessment of the SLMs that are embedded in the GeoCOs"	11/30/2017	Quang Bao le	
		3.7 Training on the job for NARS, research institutes and policy makers with Workshop on "Tool-aided Scenarios Development of SLM at Watershed Scale"	03/20/2017 - 03/24/2017	Fajr Fradi	

* The deliverable indicated in this table (ex. data delivered to project leader) may be different than the written progress technical reports requested in Section 4 Reporting of the MOA template

Commented [ff4]: Tareq suggestion: we can add activity based budget

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*** It is recommended that the delivery date of each deliverable takes into consideration the overall project report due to the primary donor in order to avoid delays, which affect ICARDA's reputation. Project Leaders are responsible and accountable for partners chosen for the project implementation.*

Budget:

This section should be a reflection of a) the budget expenditure line items presented in the donor budget and b) correlate with the activity budget in the activities table above. It should be also as closely as possible resembling the budget line items in Agresso. This will allow for the project leader to more accurately track partner spending in the primary donor budget and also allow for easier and quicker settlement of partner expenses by finance and administrative staff. The budget may be developed on an annual basis or including multiple years if the activities and budget is known at project inception. A sample budget may resemble the following:

Expenditure-based budget

Budget line item*	Year 1	Year 2 (if necessary)	Year 3 (if necessary)
Personnel			
Consultancy			
Travel			
Operational Expenses			
Publications			
Workshops			
Collaborators & partnerships			
Capital items and equipment			
Facility & communication			

**The line items listed are taken from the standard line items of Agresso. Each project may have a combination of one more of these line items, or slight variations depending on the line items of the donor budget.*

Commented [ff5]: Tareq suggestion: we can also expenditure based budget which should of course with the activity based budget.

~~ANNEX 2~~

Commented [ff6]:

MUST BE IN THE LETTER HEAD OF THE INSTITUTE

DATE: _____ Day-Month-Year

TO: _____ ICARDA Finance

SUBJECT: _____ Authorization Letter for Disbursement of ICARDA Project Funds

_____ Please authorize the person named herein to receive disbursement of funds from ICARDA under the Agreement between ICARDA and (name of the Institute) dated (date of the MOA) for the project (name of the ICARDA Project).

NAME OF NOMINATED PERSON:

_____ We request ICARDA to issue a check under the name of the person nominated herein.

_____ (Name of the Institute) acknowledges that the payment made by ICARDA to the nominated person herein will be the accountability of (Name of the Institute), and that the (Name of the Institute) takes full responsibility for the appropriate use and reporting of the funds to ICARDA in accordance with the stipulation of the MOA.

Sincerely,

(Insert signature and stamp of the Institute)

Name

Title (should be the Head of the Institute)