Letter of Agreement
CORAF/WECARD
West Africa Seed Program

BETWEEN

Conseil Ouest et Centre Africain pour la Recherche et le Développement Agricoles/ West and Central African Council for Agricultural Research and Development, 7 Av. Bourguiba, B.P. 48, cp 18523, Dakar, Senegal. Tel: +221 33 869 96 18; Fax: +221 33 869 96 31, hereafter referred to as CORAF/WECARD represented by Dr. Harold Roy-Macauley (Executive Director)

AND

International Crops Research Institute for Semi Arid Tropics (ICRISAT), a member of CGIAR Consortium, with headquarters at Patancheru 502 324, Andhra Pradesh, India and one of the Regional Hubs at B P: 320, Bamako, Mali, Tel: +223 20 22 33 75, Fax: +223 20 22 83 86, hereafter referred to as ICRISAT, represented by Dr William D. Dar (Director General).

- Considering the statutes of CORAF/WECARD, notably article 7 specifying the composition of its members;
- Considering the governance manual of CORAF/WECARD;
- Considering the program implementation manual of CORAF/WECARD;

The following is hereby agreed upon:

Article 1: Objective and nature of the agreement

The objective of the present Letter of Agreement (LoA) is to provide support to the Coordinating Institution, CORAF/WECARD and consortium for the implementation
of the USAID funded CORAF/WECARD Cooperative Agreement No. AID-624-A-12-00007, entitled « West Africa Seed Program », hereafter referred to as the Program. The Project will be implemented by a consortium of partners led by the Regional and National Coordinating Institutions and covering Benin, Burkina Faso, Ghana, Mali, Niger, Nigeria and Senegal. With respect to Seed Policy and Regulations, the program will cover the 15 ECOWAS countries and Mauritania and Chad.

**Article 2: Agreement duration**

The present LoA is established for a total period of two (2) years with effect from ---of 31st July, 2013

**Article 3: Responsibility of CORAF/WECARD - WASP Chief of Party**

CORAF/WECARD commits itself to:

- ensure the release of funds according to the conditions outlined in this LoA, and the agreement with the Financial Partner USAID, in order to facilitate the timely and proper implementation of the Program;
- ensure the timely review and consolidation of all reports of the Program from the ICRISAT;
- facilitate internal monitoring, evaluation and auditing of the Program in order to guarantee efficient and effective utilization of allocated funds;
- ensure external evaluation and auditing by qualified and competent teams;
- ensure overall management of the program by the WASP Chief of Party designated by CORAF/WECARD.

**Article 4: Responsibility of ICRISAT**

The ICRISAT commits itself to:

nominate a Focal Person to oversee implementation of the Project;

- provide and ensure proper functioning of the local administrative facilities, infrastructures and logistics for the implementation of the Project;
- mobilize counterpart human and financial resources allocated to the Project;
- facilitate access of CORAF/WECARD-WASP to the Project by the Coordinator in order to ensure timely and proper implementation of the Project;
- ensure administrative and financial management of the Program;
- ensure timely preparation and submission to CORAF/WECARD-WASP of technical and financial reports of the Program;
• facilitate access to financial and technical documents of the Project by auditors and evaluation teams;
• inform the CORAF/WECARD-WASP of any incident or situation that may jeopardize the proper implementation of the Project;
• facilitate the tasks of evaluators and auditors of the Program;
• provide information to all parties concerned on any incident or situation that may jeopardize the proper implementation of the Project.
• Prepare annual work plan and budget.

Article 5: Modalities for the Disbursement of Funds

The total amount allocated for the implementation of the LoA is Seventy-one thousand five hundred United States Dollars (71500-USD). The allocated funds will be released according to the modalities described below:

1st installment: will be disbursed after signing of the LoA, following a request made by the ICRISAT to CORAF/WECARD-WASP for the amount corresponding to the total cost of required, equipment and the first three (3) months operational costs;

Successive installments: will be disbursed at 3-monthly periods following requests made by the ICRISAT to CORAF/WECARD-WASP, accompanied by the technical and financial reports and justifications of transactions. Payment will depend on the validation of the technical and financial reports by the competent services of CORAF/WECARD-WASP. The last disbursement that corresponds to the final three (3) months of activities will be made only after the submission of the final technical and financial reports, validated by the competent services of CORAF/WECARD-WASP.

Article 6: Designated Bank Account

ICRISAT is required to address an advance request to CORAF/WECARD-WASP based on the amount specified in article 6 above, and with respect to the above payment modalities.

Upon receipt of the advance request, CORAF/WECARD-WASP will proceed to settle the amount by bank transfer into the following designated project Bank Account:
Beneficiary: ICRISAT
Bank Name: Citibank, N.A.,
Address: 8 Marina View, # 16-01 Asia Sque Tower 1,
Singapore 018960
Email:
Account Name: ICRISAT
Code BIC: CITISGS
Swift code: CITISGS
Code Guichet: 0-822665-004
Clé RIB: 14

Two signatories should be also designated by ICRISAT.

**Article 7: Initiation of project implementation**

Implementation of the Project will be considered effective 31 July 2013 upon full execution of this Agreement.

**Article 8: Reports and reporting requirements**

ICRISAT shall submit financial and technical reports to the CORAF/WECARD Executive Secretariat.

An initial report shall be submitted by ICRISAT to the CORAF/WECARD Executive secretariat three (3) months after the effective date of the project. The report shall provide details of the conditions under which the project was initiated.

Quarterly reports shall be submitted by ICRISAT to the CORAF/WECARD Executive Secretariat every three months. Each report should be endorsed by the ICRISAT signatory. Quarterly reports will comprise (i) a technical component prepared by the Focal Person and (ii) a financial component prepared by the financial manager of ICRISAT. These reports will provide the scope for regular monitoring and evaluation of the Project. The accuracy of the financial report shall constitute the condition for further disbursement of funds for the next quarter.

A final report on the overall implementation of the Program and administration of its budget shall be submitted by ICRISAT to CORAF/WECARD Executive secretariat. The final report shall be prepared by the ICRISAT designated officer. It must reach the CORAF/WECARD Executive Secretariat not later than three (3) months after the end of the implementation period of the project, as stipulated in article 2 of the
present agreement. The final report shall consist of technical and financial components, prepared in line with and following the format of the quarterly reports. At a minimum, it must contain the following information:

- A comparison of actual activities and anticipated results in line with the plan established for the duration of the Project (this could be presented in tabular format);
- In the case of less-than optimal achievement of planned results, reasons why targets were not achieved, why activities were delayed or not carried and any noted deviations from the Program plans shall be established;
- Success stories if any, including examples of synergy and collaboration with partners, harmonization of activities that demonstrated benefits beyond the scope of the Program and any prototype that may be applied to subsequent phases or projects;
- A summary of progress made in achieving indicator targets during implementation of the Program based on valid data collection and analysis;
- Other relevant information, including recommendations and lessons learned, related to overall results of the Program.

Financial reporting

(a) Financial reporting shall be in accordance with the recommended format as provided by the CORAF/WECARD Executive Secretariat.

(b) ICRISAT shall submit one original and one copy of the quarterly financial report (including expenditures of the project) to the Director of Administration and Finance (DAF) of CORAF/WECARD.

(c) ICRISAT shall submit quarterly request for funds to CORAF/WECARD-WASP COP, which in turn shall submit an original and a copy of a consolidated “Request for Advance” in a format agreed upon with the CORAF/WECARD Executive Secretariat, for each upcoming quarter to the Director of Administration and Finance of CORAF/WECARD.

Technical reporting

The ICRISAT shall submit a detailed annual work plan with detailed cost information to CORAF/WECARD-WASP, which will forward the consolidated workplan to the CORAF/WECARD-WASP Chief of Party for approval.

Annual work plans shall include the following:

- Activities to be implemented in accordance with the Project objectives;
- An indication of partners to be involved in the planning and implementation of project activities;
• The time-frame for activities specified on a quarterly basis;
• The pipeline and expenditure information to date and projected expenditures for the coming period.

The first implementation plan shall cover the period from July 31, 2013 through December 31, 2013 and shall be due 15 calendar days following signature of this Agreement. The second annual work plan, which shall cover the period Jan 01, 2014 through December 31, 2014 shall be due in mid-January, 2014.

ICRISAT shall submit a performance report to the Regional the CORAF/WECARD-WASP Chief of Party on a quarterly basis. This must contain the following information:

• A brief narrative on tasks performed in line with approved work plan;
• Any deterring factors, un-anticipated problems, delays or adverse conditions, which may have impaired the ICRISAT’s ability to meet the objective of the Program;
• A comparison of actual results with targeted indicators set toward meeting goals and objectives of the Program;
• Any other relevant information as specific to the nature and scope of the Program;
• Performance report shall focus on anticipated results on the basis of indicators established by the Program.

Article 9: Right of Ownership of research results

The signatories to the present LoA agree that results delivered from implementation of the project are public goods and may be used without any prior authorization. The ICRISAT must comply with and must ensure that its personnel comply with intellectual property principles as contained in the “CGIAR Principles on the Management of Intellectual Assets”.

Transfer of germplasm from ICRISAT for this Program will be under the Standard Material Transfer Agreement (SMTA) approved by the Governing Body of the International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA) and the Material Transfer Agreement (MTA) of ICRISAT for ICRISAT’s developed material.

Article 10: Monitoring, evaluation and audit

Unless under exceptional circumstances, CORAF/WECARD Executive Secretariat will provide ICRISAT with the terms of reference for evaluations and audits, in order to enhance their participation and involvement in the process.
CORAF/WECARD Executive Secretariat will send a copy of the evaluation and audit reports to ICRISAT.

**Article 11: Defaults and penalties**

Except in cases of force majeure, any serious default, which includes failure to produce technical and financial reports, poor project management, un-anticipated factors of hindrance, will be penalized according to the seriousness of the default. Penalties will include suspension of funds, termination of contract and decision of non-eligibility of defaulters for other calls for proposal by CORAF/WECARD. The penalties will also conform to those requested by the donor.

The suspension of funds or poor financial management will lead to the reimbursement by the ICRISAT of ineligible amounts and unutilized funds.

Force majeure as evoked in this contract shall mean any unforeseeable circumstance or event beyond the control of the benefiting institutions, including war, natural disasters, and fire, which could hinder the normal implementation of the Project.

**Article 12: Dispute settlement**

Any disagreement that may arise from the implementation of the present LoA will be settled amicably. Where amicable settlement fails to take effect, such differences will be referred to the competent legal authorities in Dakar, in conformity with the laws and regulations of the Republic of Senegal (Host country of CORAF/WECARD Headquarters). The law courts of Senegal are the only competent body to handle such differences.

**Article 13: Environmental and Social Impact and Sustainability**

The Program Team recognizes that addressing environmental and social impact and sustainability issues, is an absolute requirement in the design and implementation of CORAF/WECARD funded program activities.

CORAF/WECARD Environmental policy requires that the impact of project activities on the environment be considered and that CORAF/WECARD view environmental sustainability as a central consideration in designing and carrying out its development programs. CORAF/WECARD environmental policy requires that the potential environmental and social impacts of CORAF/WECARD-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities.

In addition, the program must comply with host country environmental regulations unless otherwise directed in writing by CORAF/WECARD.
CORAF/WECARD anticipates that the program proposed activities will fall under a Categorical Exclusion, Negative Determination with conditions.

However, if ICRISAT or the Program determines that there is a Positive Determination, then they will need to budget funds and include in the task of conducting an environmental assessment; the budget estimate should include the costs of conducting such an assessment. CORAF/WECARD and anticipates that environmental compliance and achieving optimal development outcomes for the proposed activities will require environmental and social management expertise.

ICRISAT and its partners shall insert the following language into the Scopes of Work that they develop: As part of its initial Work Plan, and all Annual Work Plans thereafter, the Chief of Party shall review all ongoing and planned activities under this sub award to determine if they are within the scope of the approved regulation.

ICRISAT will be responsible for ensuring that mitigation measures are implemented.

Article 14: Execution order on terrorism financing

ICRISAT is reminded that CORAF/WECARD Executive Orders and Rules prohibit transaction with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of ICRISAT, therefore, to ensure compliance with these executive orders and Rules.

Article 15: Provisions and attachments

The technical and financial description of the Project, including the program of activities and budgets, as validated by the CORAF/WECARD Scientific and Technical Committee, is an integral part of this contract.

Branding and co-branding of documents, equipment and sign boards with CORAF/WECARD and USAID logos is essential.

Article 16: Final disposition

Any modification of the special clauses and the technical and administrative conditions concerning the implementation of the present LoA must be subject to a written agreement between the contracting parties.
The present LoA is established in three (3) copies, each of them having an original value, and enters into force on the date on which it is signed by all the concerned parties.

Signatures:

In witness whereof, the undersigned parties, acting through their duly authorized representatives, have appended their signatures,

Dr. Harold Roy-Macauley  
Executive Director  
CORAF/WECARD  

Date: ..........03 OCT 2013...........

Dr William D. Dar  
Director General  
ICRISAT  

Date: ..........19 AUG 2013.............
Annex 1.

a. Major activities planned to attain the stated objectives

- The cultivation of 1.0 ha sorghum seed field for the production of breeder seed of sorghum of identified varieties of trans- national importance of required minimum quality standard stipulated for sorghum.

1. Deliverables
   - At least 50 kg of breeder seeds of each sorghum variety of required quality supplied to CORAF.

ACTIVITIES AND BUDGET

BUDGET ESTIMATE FOR THE PRODUCTION OF 1 HA SORGHUM BREEDER SEEDS

Production, storage and distribution of Breeder seed of sorghum varieties of trans- national strategic importance for WCA

Target varieties: Varieties of sorghum in demand from several member countries of WASP for regional distribution

<table>
<thead>
<tr>
<th>Activities Year 1</th>
<th>Time</th>
<th>Persons involved</th>
<th>Budget ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>2013 2014</td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Assembly of nucleus seed from appropriate sources for at least 6 varieties</td>
<td>June - July 2013</td>
<td>Eva Weltzien (EWR)/Fred Rattunde (HFWR) with WASP partner programs</td>
<td>3000</td>
</tr>
<tr>
<td>3. Sowing 3 isolation plots, to produce Breeders’ seed</td>
<td>July - Nov 2013</td>
<td>EWR, HFWR</td>
<td>14000 12000</td>
</tr>
<tr>
<td>4. Seed conditioning for breeders seed and progenies</td>
<td>Jan - Feb 2014</td>
<td></td>
<td>3000 3000</td>
</tr>
<tr>
<td>5. Improve designated storage area</td>
<td>Dec 2013</td>
<td></td>
<td>5000</td>
</tr>
<tr>
<td>7. Training course for NARS partners on Maintenance breeding</td>
<td>0 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Vehicle charges</td>
<td>5000 5000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel and Allowances</td>
<td>6000 5000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stationery</td>
<td>2000 1000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>37000 28000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Charges (10%)</td>
<td>3700 2800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>40700 30800</td>
<td></td>
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</table>
ANNEX II: PRODUCTION OF BREEDER SEEDS OF SORGHUM VARIETIES IN 2013
(Calculation of breeders' seed need for sorghum: 100t of certified seed requires 500kg of foundation seed, which requires 2.5kg of breeder's seed) As no single variety is produced at more than 100t per year in the whole region, we propose to produce 50 kg of breeder's seed per variety, which will be sufficient to produce at least 2000t of certified seed per variety, i.e. sufficient to sow 500000 ha with each variety.

<table>
<thead>
<tr>
<th>Crop</th>
<th>Variety</th>
<th>Production Cycle (days)</th>
<th>Area (ha)</th>
<th>Targeted Quantity (kg, see above)</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sorghum</td>
<td>ICSV 111</td>
<td>90</td>
<td></td>
<td>50 kg each</td>
<td>Minjibir, Nigeria</td>
</tr>
<tr>
<td></td>
<td>ICSV 400</td>
<td>90</td>
<td></td>
<td></td>
<td>Minjibir, Nigeria</td>
</tr>
<tr>
<td></td>
<td>IRAT 204</td>
<td>80</td>
<td></td>
<td></td>
<td>Offseason Samanko</td>
</tr>
<tr>
<td></td>
<td>CSM 63E</td>
<td>100</td>
<td></td>
<td></td>
<td>Late rainy season Mali</td>
</tr>
<tr>
<td></td>
<td>IS15401</td>
<td>150 (PPS)</td>
<td></td>
<td></td>
<td>Rainy season Samanko</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.0</td>
<td>250</td>
<td></td>
</tr>
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</table>

11