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. Paco Sereme (Acting Executive Director)

AND

The Council for Scientific and Industrial Research – Crop Research Institute (CRI),
P.O Box 3785, Kumasi Ghana; (+233) 322060396, thereafter referred to as CRI, represented by Dr. Stella Ama Ennin (Director)

- 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 May 15, 2015 to 31 December, 2016.

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 CSIR-CRI;
• 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 CSIR-CRI, Ghana

The CSIR-CRI, Ghana 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 Program by the CSIR-CRI, Ghana, Coordinator in order to ensure timely and proper implementation of the Program;
• 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 Program 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 Program.
• 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 Sixty Two Thousand, Six Hundred and Sixty One United States Dollars (62,661 USD, as per attached budget). 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 CSIR-CRI, Ghana to CORAF/WECARD-WASP for the amount corresponding to the total cost of required, equipment and three months operational costs;

Successive installments: will be disbursed at 3-monthly periods following requests made by the CSIR-CRI, Ghana 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 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

CSIR-CRI, Ghana 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:
Account Name: CRI-CORAF/WECARD-WASP
Beneficiary: ECOBANK GHANA LTD
Bank Name: KNUST BRANCH KUMASI, GHANA
Account Number: 0291094405359601
Bank Code: ECOCGHAC
Cle RIB: 14
Currency: US DOLLARS
Email: ecobank@ecobank.com

Two signatories should be also designated by CSIR-CRI, Ghana.

Article 7: Initiation of project implementation

Implementation of the Project will be considered as initiated on the date of transfer of the first installment of project funds by the CORAF/WECARD Executive Secretariat.

Article 8: Reports and reporting requirements

CSIR-CRI, Ghana shall submit financial and technical reports to the CORAF/WECARD Executive Secretariat.

An initial report shall be submitted by CSIR-CRI, Ghana to the CORAF/WECARD Executive secretariat three (3) months after the transfer of the 1st installment of the funds allocated to the project. The report shall provide details of the conditions under which the project was initiated.

Quarterly reports shall be submitted by CSIR-CRI, Ghana to the CORAF/WECARD Executive Secretariat every three months. Each report should be endorsed by the CSIR-CRI, Ghana signatory. Quarterly reports will comprise (i) a technical component prepared by the National Seed Specialist in collaboration with the CSIR-CRI, Ghana Coordinator, based on information provided by the Project consortium partners, and (ii) a financial component prepared by the financial manager of CSIR-CRI, Ghana. 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 CSIR-CRI, Ghana to CORAF/WECARD Executive secretariat. The final report shall be prepared by the CSIR-CRI, Ghana National Seed Specialist in collaboration with support from the CORAF/WECARD-WASP Chief of Party. 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) CSIR-CRI, Ghana shall submit one original and one copy of the monthly financial report to the Director of Administration and Finance (DAF) of CORAF/WECARD.

(c) CSIR-CRI, Ghana shall submit quarterly request for funds to CORAF/WECARD-WASP, 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.

(d) CSIR-CRI, Ghana shall prepare a “Financial Status Report” on an accrual basis and make quarterly submissions to the Director of Administration and Finance of CORAF/WECARD.
(e) CSIR-CRI, Ghana financial report shall include expenditures of the Project as well as of other matching funds.

**Technical reporting**

The CSIR-CRI, Ghana 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 May 1, 2013 through December 31, 2013 and shall be due 15 calendar days following receipt of the 1st installment of funds allocated by CORAF/WECARD. The second annual work plan, which shall cover the period January 1, 2014 through December 31, 2014 shall be due in mid-January, 2015 and the third, from 1st January, 2015 through 31st December, 2015 and shall be due 15th January, 2016. The fourth shall cover mid-January 2016 through to 31 December 2016.

CSIR-CRI 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 CSIR-CRI, Ghana’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 CSIR-CRI, Ghana must comply with and must ensure that its personnel comply with intellectual property.

**Article 10: Monitoring, evaluation and audit**

Unless under exceptional circumstances, CORAF/WECARD Executive Secretariat will provide CSIR-CRI, Ghana 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 CSIR-CRI.

**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 CSIR-CRI, Ghana 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 CSIR-CRI, Ghana 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.

CSIR-CRI, Ghana 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 Coordinating Institution, in collaboration with the Chief of Partiy shall review all ongoing and planned activities under this sub award to determine if they are within the scope of the approved regulation.

CSIR-CRI, Ghana will be responsible for ensuring that mitigation measures are implemented.

Article 14: Execution order on terrorism financing

CSIR-SARI, Ghana 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 CSIR-CRI, Ghana, 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. Paco Sereme**  
Dr. Stella Ama Ennin  
(Acting Executive Director)  
(Director)  
CORAF/WECARD  
CSIR-CRI, Ghana  

Date: 21/09/15