

CCAFS PARTNER SUB-AGREEMENT

BETWEEN

INTERNATIONAL CROPS RESEARCH INSTITUTE FOR THE SEMI-ARID TROPICS (ICRISAT)

AND

CSIR – SAVANNA AGRICULTURAL RESEARCH INSTITUTE (CSIR-SARI)

This CCAFS Partner Subagreement (“Agreement”) is entered into by and between the **International Crops Research Institute for the Semi-Arid Tropics (ICRISAT)** a non-profit international organization with headquarters at Patancheru, Andhra Pradesh 502 324, India; hereinafter referred to as the “**Host Institution**” and the **CSIR-Savanna Agricultural Research Institute (CSIR-SARI)** located at Wa, POB 494, Upper West Region, Ghana; hereinafter referred to as the “**Partner Institution**” with mutual cooperation and partnership to provide certain services and to deliver certain outputs.

WHEREAS:

1. The International Center for Tropical Agriculture (CIAT) has entered into an agreement with Bioversity, on behalf of the CGIAR Consortium (“Consortium”) to implement activities as Lead Institution for the CGIAR Research Program (“CRP”) entitled “*Climate Change, Agriculture and Food Security*” (“CCAFS”) which aims to contribute to increase the incomes and well-being of millions of poor people dependent on rural livelihoods, contribute to a reduction in hunger, and contribute to climate change mitigation by enhancing carbon storage and/or reducing greenhouse gas emissions.
2. CIAT (the Lead Center) has signed a Program Participant Agreement with ICRISAT (the “Program Participant Center” and “Host Institution” for CCAFS Regional Program for West Africa) to advance the objectives of the program.
3. The Host Institution and the Partner Institution enter into this Partner Sub-Agreement to define and regulate their roles and responsibilities; and rights and obligations with regard to implementation of the following project “**Contribution to the Global Initiative on Multi-Site Agricultural trial Database for Climate Change Analysis: Rescue, Inventory and Gathering of Data across Ghana**” under the Research Theme # 1 of the CCAFS approved Work Plan Activities for 2011.
4. This Agreement is being executed to enable Partner Institution to undertake CCAFS-related activities, as detailed in the Project Proposal, attached as **Annex A** of this Agreement. An agreement shall exist when this document has been signed by duly authorized representatives of the parties.

THEREFORE, ICRISAT and Partner Institution (referred collectively as the “Parties”) hereby agree to the following terms and conditions.

1. Purpose of the Agreement

The purpose of this collaboration is to undertake CCAFS-related activities as detailed in the Project Proposal and in accordance with the Budget, both attached as **Annex A** of this Agreement. Partner Institution will not use the Grant funds for any other purpose, except by express written permission from ICRISAT. The Grant is subject to the availability of funds from CIAT.

2. Responsibilities of Partner Institution

- a. Partner Institution shall make reasonable endeavors to ensure the successful completion of activities under CCAFS, in accordance with the terms and conditions established in this Agreement.
- b. Partner Institution is required to submit periodical technical and financial reports reporting Partner Institution's progress in achieving the purposes for which the Grant is provided and the expenditure of Grant funds to ICRISAT, as per conditions laid down in Clause 5.
- c. Partner Institution undertakes to perform the CCAFS-related activities according to the principles and procedures of due diligence.

3. Responsibilities of ICRISAT

ICRISAT will be the Program Participant Center for CCAFS, and will retain responsibility for the completion of program work plans. Subject to release of funds by CIAT, ICRISAT will provide financial and technical oversight support as required, related to the implementation of the agreed activities of the Project Proposal and Budget. In exchange for performance in compliance with this Agreement and subject to receipt of funds from CIAT, ICRISAT shall pay the Partner Institution.

4. Duration

Unless extended or earlier terminated, the collaboration proposed under this Agreement will begin on 1st February until 31 July 2012.

It is understood that these dates are estimated and that the Host Institution may, at its convenience and upon written notice to the Partner Institution, postpone, shorten, or extend these dates to commercially and/or scientifically reasonable periods. The Partner Institution must obtain written approval from the Host Institution through the Regional Program Leader for any extension of the term.

5. Reporting

Partner Institution will report CCAFS activity progress to the Regional Program Leader of CCAFS at ICRISAT-Bamako.

- a. Technical Reports: Partner Institution shall prepare and submit to ICRISAT a technical progress report by end of April 2012, and a final technical report by 31 July 2012. These reports will be in the format of Technical Report Form, attached herewith as **Annex B**.
- b. Financial Reports: Partner Institution shall prepare and submit to ICRISAT a financial progress report by end of April 2012 and a final financial report by 31 July 2012. Financial records must be available for inspection or formal audits at any time. The financial administrator of Partner Institution should certify the financial report. These financial reports shall be in the format of Financial Statement Form, attached herewith as **Annex C**.
- c. Financial Reports: Partner Institution shall prepare and submit to ICRISAT a financial report at the end of the project. Financial records must be available for inspection or formal audits at any time. The financial administrator of Partner Institution should certify the financial report. These financial reports shall be in the format of Financial Statement Form, attached herewith as **Annex C**.

Partner Institution shall submit electronic copies of all technical and financial reports to ICRISAT.

6. Payments

- a. Under the terms of this Agreement, ICRISAT will provide Partner Institution with **USD 14,960** (United States Dollars Fourteen thousand and nine hundred and sixty) (“Grant”).
- b. Payments from ICRISAT to Partner Institution shall be made according to the schedule set forth below:
 - Upon signature of this Agreement (80% of total budget) – USD 11,968
 - After submission of the final report (20% of total budget) - USD 2,992
- c. The payments shall be made to the following bank and account in US dollars:

Account Name: SARI SPECIAL PROJECTS
Account Number: 9511000063730400
Bank: AGRICULTURAL DEVELOPMENT BANK
Bank Address: POB 130 WA, GHANA
Swift Code: ADNTGHAC
Bank code:
Additional info: ROUTING No-021000089

The choice of the bank or financial institution is the sole responsibility of the Partner Institution. Any changes to these banking details must be expressly and officially notified in writing in due time by Partner Institution and acknowledged by ICRISAT. Accuracy is the responsibility of Partner Institution. ICRISAT accepts no responsibility for delays or additional bank charges arising from incomplete or inaccurate banking details which are the responsibility of the Partner Institution and do not justify additional claims.

7. Key Personnel

The scope of work supported by this Agreement shall be under the general guidance and technical direction of ICRISAT's Dr Robert Zougmore. Partner Institution's Principal Investigator, Dr Jesse B. Naab, shall be responsible for the proper management and conduct of the activities hereunder. Partner Institution's Principal Investigator may be replaced only with the approval of ICRISAT.

8. Intellectual Property Rights

- a. Each party shall treat any background intellectual property disclosed to it during the course of this Agreement by the other party as confidential and shall not, except with the prior written consent of the disclosing party, disclose the same to any third party. Background intellectual property includes any information, techniques, know-how, practices, processes, testing procedures, software and materials (regardless of the form or medium in which they are disclosed or stored) that is known to either party before the Agreement and that the parties might exchange in relation to activities under this Agreement.
- b. All tangible and intangible results that arise from activities under this Agreement shall be international public goods.
- c. The results of CCAFS-related activities under this Agreement should be publishable in accordance with normal academic practice and the parties agree that researchers engaged in CCAFS shall be permitted to make oral and written submissions at symposia, national, or regional professional meetings, and to publish in journals, thesis or dissertations. ICRISAT and CCAFS shall be acknowledged on all published material.

9. Confidential Information

ICRISAT and Partner Institution agree to hold all information disclosed between themselves which is designated and marked 'Confidential' in confidence and not to disclose or communicate such information except to their employees for the furtherance of the purpose of this Agreement. All employees to whom confidential information has been disclosed shall be informed of its confidential nature and directed to hold it in accordance with the terms of this Agreement. Failure on the part of employee of the receiving party to handle confidential information as provided for herein constitutes a breach of this Agreement by the receiving party.

10. Data Sharing

The Partner Institution agrees to publicly share any data and/or models generated as a result of activities under this Agreement through CCAFS's data portals as soon as practically possible, but no later than twelve (12) months of generation for meta data and twenty four (24) months for other data and/or models. Such data portals include, but are not limited to, the CCAFS agricultural trial data repository (www.agtrials.org), the Adaptation and Mitigation Knowledge

Network (www.amkn.org) and the CCAFS climate data portal (www.ccafs-climate.org). Access to the data should be fully granted to the CCAFS data manager at ICRISAT, who will guide the process of adding each dataset to the proper data portal and will provide the necessary help and support. Partner Institution agrees to share data in the following manner:

- a. All agricultural trial evaluation data generated and compiled under this Agreement shall be shared through the CCAFS agricultural trial sites data repository: www.agtrials.org.
- b. All climate data generated under this Agreement shall be shared through the CCAFS data repository currently available at www.ccafs-climate.org. Climate data can be of any nature and stored in any format or database management system, and may include (i) observed weather time series as measured in one or more weather stations, either at an hourly, daily, or monthly time step; (ii) observed climate normals as measured in one or more weather stations; (iii) interpolated climate surfaces for past, present and future conditions; (iv) global climate model outputs “as they are” in NetCDF format, either at a daily, monthly, or annual time step for any given year; (v) downscaled (either statistically or dynamically) future climate surfaces over a country, region, continent, globe, or a set of sites; and, (vi) future climate data as downscaled with weather generators (i.e. temporal downscaling).
- c. Any dataset shared in a CCAFS data portal must have attached documentation describing how it was produced, including the main caveats and uncertainties that may arise from its usage. Producing institutions will be fully acknowledged and a citation will be generated along with the license that specifies how the data can or should be shared with other partners and third parties.
- d. All socio-economic and survey data should be made publicly available through the CCAFS data product platform, which will be developed as a part of the CCAFS website.
- e. All publications produced as research outputs shall be shared with the CCAFS head of communications for inclusion in the CCAFS publications repository. This includes, but is not limited to, reports, policy briefs, working papers, and training manuals and guides.
- f. Videos, photos, presentations, and other communications–related research outputs generated under this Agreement shall be shared with the CCAFS head of communications and disseminated online via CCAFS channels.

11. Assignment

Except with the prior written consent of ICRISAT, the Partner Institution may not assign or sub-contract the Partner Institution’s rights or obligations under this Agreement.

12. Insurance Requirements

By signing this Agreement, Partner Institution agrees to maintain in force appropriate types and levels of liability insurance coverage for the duration of this Agreement. This includes insurance for infrastructure and equipments required for the execution of the activities under the Agreement. The Partner Institution also agrees to cover its personnel, involved in activities

related to this Agreement, with life, permanent disability, accidental death, dismemberment, and general medical insurance, as per local and national requirements.

13. Prohibited Use of Grant Funds

- a. Recognizing the obligations of countries that are members of the United Nations under various United Nations Security Council resolutions to take measures to prevent financing of terrorists, the Partner Institution agrees to undertake to use reasonable efforts, consistent with their governing arrangements and policies, including those pertaining to combating financing for terrorists, to ensure that the Grant funds disbursed from ICRISAT for use in CCAFS are used for their intended purposes and are not diverted to individuals or entities associated with terrorism, as identified in accordance with relevant United Nations Security Council resolutions. The Partner Institution shall not use such Grant funds for the purpose of any payment to persons or entities, or for the import of goods, if such payment or import, to the recipient's knowledge or belief, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, including under United Nations Security Council Resolution 1373 and related resolutions. While the Partner Institution must comply with the prohibition set forth in this Clause 13.1(a), for the avoidance of doubt, this Clause 13.1(a) does not prevent the Partner Institution from operating or partnering in territories where threats of terrorism may be present.
- b. The Partner Institution shall not partner with any other organization or subcontractor in implementing CCAFS that (i) appears on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury's Office of Foreign Assets Control or any similar list maintained by the European Union, or (ii) within the past five years, has been found guilty or liable under any anti-money laundering, trading with the enemy, anti-bribery or similar statutes of any country, or is under investigation with respect to any of the foregoing and such investigation has been publicly announced by the investigating entity or body.
- c. The Partner Institution agrees not to discriminate against persons with disabilities in the implementation of CCAFS-related activities financed by Grant funds, and to make every effort to respect the principles of the UN Convention on the Rights of Persons with Disabilities in performing such activities. To that end, and to the extent this goal can be accomplished within the scope of the objectives of CCAFS, the Partner Institution should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities consistent with such principles: (1) respect for inherent dignity, individual autonomy including the freedom to make one's own choices, and independence of persons; (2) non-discrimination; (3) full and effective participation and inclusion in society; (4) respect for difference and acceptance of persons with disabilities as part of human diversity and humanity; (5) equality of opportunity; (6) accessibility; (7) equality between men and women; and (8) respect for the evolving capacities of children with disabilities. The full text of the UN Convention on the Rights of Persons with Disabilities can be found at the following website:
<http://www.un.org/disabilities/documents/convention/convoptprot-e.pdf>

- d. The Partner Institution agrees that no portion of Grant funds disbursed by ICRISAT for use in CCAFS is earmarked for lobbying activity, defined as attempting to influence legislation (1) through affecting the opinion of the general public or any segment thereof (i.e. grassroots lobbying), or (2) through communications with any member or employee of a legislative body.
- e. The Partner Institution confirms that Grant funds disbursed from ICRISAT for use in CCAFS shall not be used to influence the outcome of any specific public election or to directly or indirectly carry on any voter registration drive.

14. Compliance with Laws

- a. Partner Institution agrees to comply with all laws, statutes, regulations, rulings or enactments of any governmental authority that are applicable at the place of work.
- b. If, during the course of collaborating in this Agreement, the Partner Institution carries out activities that involve the management of biological resources, genetic resources or biodiversity, it shall respect existing national or international legal norms over such resources. It shall obtain the necessary research permits to access biological and genetic resources, respect applicable biosafety regulations, intellectual property and plant variety protection norms, and any special provisions that apply to activities under this Agreement.
- c. Consistent with the foregoing, the Parties undertake to promote the conservation and sustainable use of biological and genetic resources.

15. Indemnity

Partner Institution shall indemnify and keep fully indemnified ICRISAT at all times against all liabilities, costs, expenses, damages and losses including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other reasonable costs and expenses arising out of or resulting from, or that are alleged to arise out of or result from the actions or omission of the Partner Institution or any of its officers, agents, employees, with respect to the grant or that arise out of or result from or are alleged to arise out of or result from the distribution of outputs of the Project.

16. Authorized Representatives

- a. Technical Aspects:

CSIR-SARI will monitor the technical aspects of research conducted under this Agreement. ICRISAT reserves the right to designate a new contact without amending this Agreement. All technical matters and reports will also be sent to:

For Partner Institution:

Name: Dr Jesse B. Naab
Title: Head of Division
Organization: CSIR-Savanna Agricultural Research Institute (SARI)
Address: POB 494, Wa, Upper West Region, Ghana
Phone: +233-24-3274398
Email: jbnaab@africaonline.com.gh or Nab.jb@gmail.com

For ICRISAT:

Name: Dr Robert Zougmore
Title: Regional Program Leader of CCAFS, West Africa
Organization: ICRISAT
Address: BP 320, Bamako, Mali
Phone: +223-20228683
Email: r.zougmore@cgiar.org

b. Administrative Aspects:

For Partner Institution:

Name: Mr Alhassan Abdul-Karim
Title: Chief Accounting Officer
Organization: CSIR-SARI
Address: POB 494, WA, Ghana
Phone: +233-243-241787
Email: jbnaab@africaonline.com.gh

For ICRISAT:

Name: Dr Peter J Ninnes
Title: Director, Resource Planning & Marketing
Organization: ICRISAT
Address: Patancheru 502 324, Andhra Pradesh, India
Phone: +91-40-30713227
Fax: +91-40-30713074
Email: p.ninnes@cgiar.org

Partner Institution will forward one original copy of this Agreement duly signed by an authorized representative to the Resource Planning & Marketing (RPM) Office at ICRISAT. The Partner Institution may retain the other original copy, signed by ICRISAT's authorized representative.

17. Notices

All notices, requests or demands under this Agreement shall be written in English and shall be given by delivery to the addresses of Authorized Representatives for Administrative Aspects

specified in Clause 16 of this Agreement. Communications by registered mail, facsimile, or electronic mail will be accepted. All notices shall be effective when received by the receiving party. Any changes in the delivery address of either party should be promptly notified to the other party.

18. Return of funds

- a. Partner Institution will return to ICRISAT any Grant funds not used for CCAFS within two (2) month(s) of the completion of activities under this Agreement.
- b. Partner Institution is responsible for recording expenditures and keeping supporting documentation related to the specific Grant funding for a period of five (5) years. These shall be available for audit at the request of ICRISAT, auditors, or CIAT. ICRISAT will not recognize any over expenditure in case those expenses exceed the agreed budget distribution.
- c. It is important to note that should Partner Institution have more than one active contractual agreement with ICRISAT during the period of this Agreement, then delays complying with the requirements of another contractual agreement may affect ICRISAT's obligations as set out in this Agreement and vice versa.

19. Dispute Resolution

- a. Except as otherwise provided in this Agreement, the ICRISAT and the Contacted Party agree to make every effort to settle amicably any dispute that may arise between them in connection with this Agreement.
- b. If ICRISAT and the Partner Institution cannot agree, either may request that a qualified third-party mediator be appointed. Both Parties shall agree upon the identity of the mediator.
- c. If resolution is not reached through consultation or mediation, all disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the United Nations Commission on International Trade Law (UNCITRAL) by one or more arbitrators as agreed to by the Parties and appointed in accordance with such Rules. All arbitration rulings under this provision shall be final.

20. Variation and Termination

- a. This Agreement may be amended by mutual written agreement between the Parties.
- b. ICRISAT may terminate this Agreement in whole or in part or suspend its implementation in whole or in part upon thirty (30) days written notification to the other party. ICRISAT may terminate the Agreement for reasons including, but not limited to: a) the project management staff recommends that the progress made in implementation is not satisfactory, b) the conditions for project implementation could not be met due to

circumstances beyond Partner Institution's control, or c) the Consortium suspends or stops funding this CRP.

- c. Partner Institution shall promptly notify ICRISAT in writing of any situation or the occurrence of any event beyond the reasonable control of Partner Institution that makes it impossible to continue its functions under this Agreement. Upon giving such notice of termination to ICRISAT, Partner Institution shall proceed to terminate CCAFS-related activities in a prompt and orderly manner.
- d. Upon termination, Partner Institution shall refund to ICRISAT any unexpended or unobligated balance of funds already advanced within two (2) month(s). Partner Institution shall then submit full financial and technical reports of all activities implemented up to the termination date within thirty (30) days of termination date.

20. General Release

Partner Institution's acceptance of the final payment under this Agreement shall release ICRISAT from all claims of Partner Institution, and from all liability to Partner Institution concerning the work, except where such claims or liabilities arise from any negligent act, error or omission of ICRISAT.

In witness thereof, the representatives of the agreeing Parties duly authorized sign this Partner Sub-Agreement on the dates indicated below.

By ICRISAT,



William D Dar
Director General



Date: 1 Feb 2012
Place: Patancheru, India

By CSIR-SARI



Jesse Bonaventure Naab Head of Division
Head of Division CSIR - SARI WA STATION
P. O BOX 494,

Date: 10 February, 2012
Place: Wa, Ghana

Annex A: Project Proposal & Budget

Annex B: Technical Report Form

Annex C: Financial Report Form

Contribution to the Global Initiative on Multi-Site Agricultural trial Database for
Climate Change Analysis: Rescue, Inventory and Gathering of Data across
Ghana

A PROPOSAL

BY

Jesse B. Naab, CSIR-Savanna Agricultural Research Institute, Wa, Ghana

Proposal submitted to the Climate Change, Agriculture and Food Security (CCAFS) Program,
West Africa Regional Coordinator, Bamako, Mali

January 2012

Introduction

In order to contribute to increase rural communities' resilience and capacity to better adapt to climate-related changes, the CGIAR research program on Climate Change, Agriculture and Food Security (CCAFS) seeks to establish a publicly and widely available multi-site agricultural trials database for climate change analysis. This broad database and online repository of multi-site trial on the performance of agricultural technologies will then form the basis for improving models of agricultural production under current and future conditions, and for evaluating the efficacy of tested materials for adaptation. The objectives of this proposal are:

- (i) To compile agricultural trials performance data and associated metadata, including locating and/or updating the trials site locations in Ghana;
- (ii) To incorporate this information into the online database (www.agtrials.org) in the six month timeframe of the project.

Expected outputs

I. Site Characterization

As a first step, a general characterization of the trials sites would be undertaken in 10 locations. A GPS would be used to establish the geographical coordinates (longitude, Latitude and altitude) of the trials locations. Where available, weather data (or information about long term weather records or access to daily meteorological records), daily rainfall, minimum and maximum air temperatures, solar radiation or sunshine hours, relative humidity and evapotranspiration as well as presence of pests and diseases will be collected. Soil information on physical and chemical properties, classification according to local and international standards, and agro-ecology of the trial sites and any other relevant information will be recorded and uploaded to the AgTrials web application.

II. Inventory of trials

The following minimum meta-data required for a user to find a trial would be collected:

- (i) For each trial group, we would specify whether the trial was conducted on-station or on-farm, the geographical coordinates, the institution and scientist(s) responsible/owner/manager for the trial.
- (ii) For each trial, we would specify the title, discipline, objectives, period conducted, type of trial i.e. if multi-location, and names of locations.
- (iii) In the case of multi-environment trials we would provide for each replication, the site name, experimental design, treatments, cultivars, planting dates, variables measured, management practices, climatic data if available, for the trial period and contact person. No less than 50 trials will be uploaded to the Agtrials database (note that one trial is one growing season, one crop at one location) including the following crops: maize, sorghum, millet, rice, groundnut, cowpea, and soybean.

III. Trial performance data

Trial performance data provided. Minimum data include general agronomic data (e.g. planting, flowering and harvesting dates, crop cycle duration, plant height, pseudostem girth, number of leaves) and yield data (e.g. bunch weight, number of hands and fingers). Where available, pest and disease scores will be provided, as well as some post-harvest fruit characteristics. Additional information about Intellectual Property rights for each trial will be defined using the Creative Commons licences accessible from the AgTrials web application.

IV. Literature relating to the trial

All associated references and literature relating to the trials would be compiled and added to the Agtrial database to enable users understand the context of the trials and gain a deeper understanding of the trials.

Deliverables

- i. Agricultural trials database for Ghana structured as described by CCAFS.
- ii. A network of stakeholders from NARS, CG Centers and universities in the regions who will actively contribute data and experience in the trialing of agricultural technologies.

Workplan

Activity	Feb	March	April	May	June	July
Recruitment of research assistants and data entry clerks						
Sites characterization, collection of meta and trial performance data in Northern Ghana						
Sites characterization, collection of meta and trial performance data in Southern Ghana						
Data entry and quality control						
Draft report writing and database						
Final report and database						

Budget

Activity	Budget Item	Unit cost (\$)	Quantity	Fequency	Total cost (\$)
Personel	Allowance for data entry clerk	300	1	1	300
	Allowances for research assistants	300	3	1	900
Local travel	Per diem for research scientist	300	1	15	4500
Transportation	Vehicle rental	150	1	15	2250
	Fuel	6	100	1	600
	Allowances for driver	50	1	15	750
Secretarial services	Use of computers & stationery	300	1	1	300
Data acquisition	Photocopying & scanning data	500	1	1	500
	Research scientists	50	30	1	1500
Honororium	Research scientist	2000	1	1	2000
Total (\$)					13600
Overheads (10%) (\$)					1360
Grand total (\$)					14960