**AGREEMENT INFORMATION**

1. **THIS AGREEMENT**is made as of this **[ ● ], day of [ ● ], 20[ ● ]**, between the **International Livestock Research Institute (ILRI)**, an international research institute with headquarters in Nairobi, Kenya P.O Box 30709-00100 Uthiru, Old Naivasha Road and co-hosted by the Government of Ethiopia in Addis Ababa P.O Box 5689, Addis Ababa.

ILRI works with partners worldwide to enhance the roles that livestock play in food security and poverty alleviation, principally in Africa and Asia and is a CGIAR Research Centre.

The Biosciences Eastern and Central Africa- International Livestock Research Institute Hub (BecA-ILRI Hub) is a shared agricultural research and biosciences platform that exists to increase access to affordable, world-class research facilities. Located at and managed by ILRI in Nairobi, Kenya, the BecA-ILRI Hub provides a common biosciences research platform, research-related services and capacity building opportunities to Eastern and Central Africa and beyond (“**BecA-ILRI Hub or the “Hub”**) of the one part;

**BecA-ILRI Hub Manager:** Dr. Josephine Birungi, [J.Birungi@cgiar.org](mailto:J.Birungi@cgiar.org)

1. **[ ● ], [insert full details] ( “Hub User” )**,of the other part.

[Insert Hub User mission]

BecA-ILRI Hub and [ ●insert User ] are jointly referred to as Parties and the term Party means either of them as the context so permits and the terms “Party” and “Parties” mean their respective and joint successor(s), and authorized representative(s) as the case may be.

1. **Administrative Contacts:**

**Program Management Officer (PMO) ILRI**:**[insert name & email]**

**Administrative Contact, Hub User**: **[insert name & email**

1. BecA-ILRI Hub agrees to provide a research platform and hereby grants access to and use of the Hub for the project titled *[● insert full title]* (“Project “) as detailed in the Description of Services (Annex 1).
2. The Annexes listed below constitute and are integral to this Agreement

***Annex 1****: Description of Services*

***Annex 2:*** *Short-term Visiting Scientist Request Form*

**Article 1. Access to and use of the BecA-ILRI Hub**

1. The Hub User is hereby granted access to use the BecA-ILRI Hub as specified in Annex 1 (Description of Services) during the times, on the conditions, and for the hub-user fees (Article 4) in this Agreement. The Hub is available for use seven days a week, 24-hours a day.

**Article 2. Commencement and Duration**

1. This Agreement is effective [●] to [●] unless earlier terminated. The term may be extended by mutual written agreement of the Parties, signed by an authorized representative of each Party.

**Article 3. BecA-ILRI Hub user fee and payment.**

1. The Hub user fee for use of the BecA-ILRI Hub per full time equivalent (FTE) is Twelve Thousand Five Hundred U.S. Dollars ($12,500.00 USD) annually, paid in advance before the Effective Date. All costs incurred including bench fee will attract 15% overhead. Periods of leave (annual, maternity, sick) and other impediments will not be credited
2. The invoice shall be addressed to the Hub User via email to the attention of [●insert Recipient name, email].

**Article 4. Materials Transfer.**

1. [ ● insert User name ] may transfer samples and/or related laboratory protocols to the BecA-ILRI Hub for purposes of conducting research on the Project. All laboratory protocols, results and samples brought to, generated or created at the BecA-ILRI Hub will be treated as confidential.
2. The Hub User shall obtain any national regulatory approvals required for the conduct of regulated research activities prior to commencement of research activities.

**Article 5. Compliance with all Rules and Regulations.**

1. **BecA-ILRI Hub** will avail the applicablesafety policies namely the[**ILRI Laboratory Safety Manual**](file:///\\172.26.0.238\SharedOUData\Shared_Data\Directorate\ILRI%20Policies\EOHS%20policies\ILRI%20Laboratory%20Safety%20manual.pdf)and the[**Research Compliance Policy**](file:///\\172.26.0.238\SharedOUData\Shared_Data\Directorate\ILRI%20Policies\EOHS%20policies\Research%20Compliance%20Policy%20-%20Final.docx) **to** [●insert User name**]** who hereby undertakes to familiarize with thePolicies prior to its use of the BecA-ILRI Hub**.** [●insert User name]further undertakes to usethe BecA-ILRI Hub in accordance with such safety policy and will adhere to all rules and directions from ILRI personnel.

**Article 6. Persons Authorized to Use the BecA-ILRI Hub.**

1. Any person using the BecA-ILRI Hub on behalf of [●insert User name] and pursuant to this Agreement will complete and submit to BecA- ILRI the “Short-Term Visiting Scientist Request Form,” a copy of which is attached hereto as Annex 2.

**Article 7. Ownership of Work**

1. [●insert User name] is responsible for its research, samples and testing conducted in the BecA-ILRI Hub, and that BecA-ILRI neither warrants nor assures Project success. BecA-ILRI has no rights to, and makes no *a priori* claims to, any of the samples, test results/data, inventions or intellectual property analyzed or developed in or as a result of the use of the BecA-ILRI Hub. All test results/data, inventions or intellectual property acquired or developed through use of the BecA-ILRI Hub will be the sole property of[●insert User name].

**Article 8. Acknowledgement**

1. BecA-ILRI Hub shall be acknowledged in all publications under the Project resulting from access to and use of the BecA-ILRI Hub.

**Article 9. Insurance**

1. [●insert User name] is responsible for its own health insurance coverage. The insurance coverage, which must cover all times spent in the BecA-ILRI Hub, must be provided prior to access to and use of the BecA-ILRI Hub**.**

**Article 10. Notices**

1. Any such change of name or address by either Party should be notified immediately in writing and acknowledged as received to be effective. Any notice will be deemed to be delivered seven (7) days after the date of posting by way of pre-paid registered mail or if sent by at the time of signature of the courier's delivery receipt.Any notice, request or communication under this Agreement shall be in writing and shall be sufficiently served if sent by recorded delivery post or courier to the following address:

**If to ILRI:** ILRI, BecA-ILRI Hub

Attn: Dr. Appolinaire Djikeng

Director, BecA-ILRI Hub,

P.O. Box 30709 Nairobi 00100, Kenya

E-mail: [A.Djikeng@cgiar.org](mailto:A.Djikeng@cgiar.org)

**If to Hub User:** [● insert name, email &Physical Address]

**Article 11. Indemnity**

1. The [●insert User name] shall release, indemnify, defend, and hold harmless ILRI on demand for, from and against any and all losses, liabilities, suits, judgments, obligations, fines, penalties, claims, costs and expenses (including reasonable attorneys’ fees) arising out of the use of BecA-ILRI Hub, including but not limited to, claims relating to products liability, property damage, personal injury, negligence, or death. This paragraph shall survive termination or expiration of this Agreement.

**Article 12. BecA-ILRI Hub Assets**

1. The [●insert User name] agrees that in the event damages any to the BecA-ILRI Hub, it will bear the sole financial responsibility for such damage**.**

**Article 13. Termination**

1. Either Party shall have the right to terminate this Agreement, without cause, upon thirty (30) calendar days’ prior written notice to the other Party. In the event of termination, ILRI shall reimburse the Hub-user fee paid, for work completed on a pro-rata basis.

**Article 14. General Provisions**

1. [●insert User name] may not assign any rights or obligations of this Agreement without the prior written consent of ILRI. Any assignment attempted to be made in violation of this Agreement shall be void at the sole option of ILRI.
2. **Force Majeure:** If the BecA-ILRI Hub are rendered unsuitable for the conduct of the Project by reason of Acts of Government; Fire, flood or explosion; Acts of God including disasters/calamities; war/riots/civil commotion; Strikes/industrial disputes, the parties shall be released from their obligations under this Agreement.
3. For the purposes of this Agreement, each Party is an independent contractor and not an agent or employee of the other Party. Neither Party will have authority to make any statements, representations or commitments of any kind, or to take any action that is binding on the other Party, except as explicitly provided for herein or authorized in writing.

**Article 15. Dispute Resolution**

1. This Agreement is governed by the Laws of Kenya and general principles of contract under Common Laws.
2. The Parties shall use their best efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, by negotiation.
3. If the Parties cannot resolve a dispute, they will agree to request that a qualified third-party mediator be appointed. The identity of the mediator shall be mutually agreed.
4. If amicable resolution is not reached within sixty (60) days of such dispute having been notified by one Party to the other in writing, the dispute will be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this contract. There will be one arbitrator appointed by the Parties by mutual consent. The place of arbitration shall be Nairobi, Kenya. The Parties shall accept the arbitral award as final.

THE PARTIES BY SIGNING THROUGH THEIR LEGALLY AUTHORIZED REPRESENTATIVES, signify their agreement to be legally bound by the terms and conditions set out in this Agreement and its Annexes

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| --- | --- |
| **International Livestock Research Institute** | |
| **Signed:** |  |
| **Name:** | Jimmy Smith |
| **Title:** | Director General |
| **Date:** |  |

|  |  |
| --- | --- |
| **[ [●insert User name] ]** | |
| **Signed:** |  |
| **Name:** |  |
| **Title:** |  |
| **Date:** |  |

***Annexes Follow***

**Annex 1-Description of Services**

|  |  |  |
| --- | --- | --- |
|  | **standard services** | **CHARGE(*includes overhead charges)*** |
|  | * General access to and use of laboratories * General Access to lab equipment except those in the service units; * Glassware cleaning and sterilization services; * Laboratory cleaning and waste management services; * Use of the laboratory information and management system (LIMS); * Personal protective equipment (PPE), lab coats, safety goggles and other similar materials, first aid and other safety kits; * A working space restricted to only authorized users through an access control system; * Specialized imaging facilities (microscopes, FACS, etc.); * Computers with specialized analysis software (Genemapper and other bioinformatics packages); * Procurement of commercial reagents available on-site through a comprehensive freezer program; * General lab management and biosafety support; and * Storage facilities (fridges, freezers, deep freezers, liquid nitrogen storage facility). | USD$ 12,500 |
| **2.** | Access card to BecA-ILRI Hub (mandatory) | USD$ 20 |
| **3.** | **EXTRA SERVICES (Check what is required)** |  |
| ❑ | Office space – this includes work space, security, engineering & cleaning. | USD$ 3000 p.a. *(contingent on square footage)* |
| **❑** | Access to Computer, network, standard software, email, the ILRI intranet and Internet. | USD$ 3500 p.a. |

**INTERNATIONAL LIVESTOCK RESEARCH INSTITUTE**

**SHORT-TERM VISITING SCIENTIST REQUEST FORM –ANNEX 2**

**Name of Visiting Scientist:**

**Citizenship:**

**Contact address**

Current address: .

Mobile:

**Email:** [**vayugi811@gmail.com**](mailto:vayugi811@gmail.com)

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**Name & Address of the Institute from where the Visiting Scientist comes:**

**Duration of the Visit:**

Start From: End date:

**Name of the collaborator:**

**Terms of reference:** *(please attach detailed TORs & time schedule if required)*

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**Does the Visiting Scientist have any Medical condition or Allergies?** Yes  No

If so, please specify

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**Does the Visiting Scientist have a Medical Insurance?**  Yes  No

*(ILRI does not insure Visiting scientists on short term contracts. Please attach documents to show the Visiting Scientist has his own Medical Insurance)*

**Is the Medical Examination necessary?**

*(To be filled by the originator in consultation with the ILRI Occupational Health & Safety Officer)*

If so, please specify the details of the medical exam.

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**Related Costs:** *(Please fill where applicable)*

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| --- | --- | --- | --- | --- |
|  | Will ILRI will provide  *(Yes or NO)* | Charge code | *Please give details highlighted below (where applicable)* | Comments |
| **Air fare** |  |  | Travel Class ----------------- |  |
| **Per-diem/ subsistence allowance** |  |  | Applicable rate ------------- |  |
| **Lodging** |  |  |  |  |
| **Road transport** |  |  |  |  |
| **Travel Insurance** |  |  |  |  |
| **Office Space** |  |  |  |  |
| **Bench/Lab Space** |  |  |  |  |
| **Equipment to be used** |  |  |  |  |
| **Other** |  |  |  |  |

**Will the Visiting scientist bring any material/equipment to ILRI?**  Yes  No

If so, please provide a list

**Lab Manager’s approval *(for availability of bench/lab space or other lab related equipment)*:**

**Signature: Date:**

**Theme: Project:**

**Cost centre: Grant code(s):**

**Budget Holder: Signature & Date**

**Theme Director’s Signature & Date**

Please attach the following with this request:

* **Visiting Scientist’s CV**
* **Terms of Reference / Job description *(****if they do not fit in this form)*

**Background correspondence**