

27 August 1997

Dr Timothy Reeves
Director General
Centro Internacional de Mejoramiento de
Maiz y Trigo (CIMMYT)
Lisboa 27
Apartado Postal 6-641
06600 Mexico, D.F.
Mexico

Dear Dr Reeves

The International Plant Genetic Resources Institute (IPGRI) wishes to enter into an agreement with the Centro Internacional de Mejoramiento de Maiz y Trigo (CIMMYT) with respect to support under the CGIAR System-wide Genetic Resources Programme (SGRP) to undertake activities in relation to "Phase II of the International Crop Information System (ICIS)", on the terms and conditions set out below.

1. Scope of Work

- 1.1 The work to be undertaken is described in the proposal annexed to this Agreement.
- 1.2 This Agreement provides for a financial contribution under SGRP in support of the work described in the annexed proposal, specifically for the convening of the Inter-Centre ICIS Workshop in 1998.

2. Timing

- 2.1 The Workshop will be held in the first quarter of 1998.
- 2.2 A progress report on ICIS Phase II will be provided to IPGRI on 31 December 1997. A final report will be provided to IPGRI on completion of the Workshop and within one year from the signing of this Agreement.

3. Specified Personnel

- 3.1 CIMMYT should ensure that the following work, namely convening of an Inter-Centre ICIS Workshop to be held in 1998, is undertaken by Dr Bent Skovmand in collaboration with the partners specified in the annexed project document.

4. General Reporting

- 4.1 IPGRI requires reports as set out in 4.4 below. The purpose of the reports is to place on record in a complete, useful and durable form the outcome of the agreement.
- 4.2 All reports should include a fact sheet according to the format given in **Attachment A**.
- 4.3 Reports should be written in a clear, simple style and in English.
- 4.4 The reports should include: Objectives; Programme; List of Participants; Outputs; Degree of achievement of objectives; Constraints; Conclusions/Recommendations.
- 4.5 Three copies of each report, plus an MS-DOS readable word-processing file (preferably Word for Windows) should be submitted to IPGRI according to the schedule given in 2, above.

5. Budget and Financial Reporting

- 5.1 A financial contribution totalling \$25,000 has been approved under the SGRP. Details of the budget are set out in the annexed financial schedules (**Attachment B**) and initialled by the parties for the purpose of identification.
- 5.2 CIMMYT agrees to provide IPGRI with a financial statement certifying that the funds have been spent for the agreed purposes and itemized according to the budget headings and with the frequency set out in the annexed financial schedules.

6. Payments

- 6.1 IPGRI agrees to make payments for the work defined in the Scope of Work as set out in the annexed financial schedules.

7. IPGRI Coordinator

- 7.1 The person holding, occupying or performing the duties of Coordinator, CGIAR System-wide Genetic Resources Programme (SGRP), currently Jane Toll, shall have responsibility for supervision of the Agreement on behalf of IPGRI and will have authority to issue and receive any written notification under the Agreement.

8. **Terms and Conditions of Agreement**

- 8.1 The attached terms and conditions marked **Attachment C** and entitled "GENERAL CONDITIONS FOR AGREEMENTS" shall form part of this Agreement.

9. **Acceptance**

- 9.1 A duplicate of this letter is enclosed with an endorsement that provides for notification of acceptance. If you agree to provide the work specified in the Scope of Work as set out and attached to this letter your acceptance must be notified by signing, dating, and returning the enclosed duplicate letter to IPGRI. Receipt by IPGRI of acceptance in writing of these terms and conditions will constitute the entire agreement for the provision of the work described in the Scope of Work. *Please verify the banking instructions provided in Attachment B.*

Yours sincerely

A handwritten signature in black ink, appearing to read 'G. Hawtin', written over a horizontal line.

Geoffrey Hawtin
Director General

(endorsement)

CIMMYT agrees to provide the work described in the above letter in accordance with the terms and conditions set out in and attached to this letter.

For and on behalf of CIMMYT

T.G. Reeves

Dated this 9 day of September 1997

Name: TIMOTHY G. REEVES

Title: DIRECTOR GENERAL

IPGRI REPORT FACT SHEET

TITLE OF REPORT	Phase II of the International Crop Information System (ICIS) - Inter-Centre ICIS Workshop 1998	
DATE REPORT SUBMITTED		
TYPE OF REPORT - PROGRESS/FINAL		
TITLE AND SUBMISSION DATES OF PREVIOUS REPORTS		
IPGRI LETTER OF AGREEMENT NUMBER	97/061	
NAME/ADDRESS OF COLLABORATING INSTITUTION		
AUTHOR OF REPORT		
NAME & FUNCTION OF PROJECT STAFF		
IPGRI CONTACT	Jane Toll, SGRP Coordinator	
ABSTRACT (in English. About 100 words)		
KEYWORDS	Country/Region: Crops: Subject:	

INTERNATIONAL PLANT GENETIC RESOURCES INSTITUTE

AGREEMENT FINANCIAL SCHEDULES

DETAILS OF COMMISSIONED ORGANIZATION, CONSULTANT OR CONTRACTOR	
Surname REEVES	First Name Timothy
Title (Dr/Mr/Mrs,etc) Dr	Position Director General
Institute Name Centro Internacional de Mejoramiento de Maiz y Trigo (CIMMYT)	
Address Lisboa 27 Apartado Postal 6-641 06600 Mexico, D.F. Mexico	
Telephone (52-5) 726-9091	Telex 1772023 CIMTME
Fax (52-5) 726-7559 / 7558	Cable
E-Mail cimmyt@cgnet.com	

DATE OF PREPARATION (day/month/year)	27 August 1997
TOTAL COST OF THE AGREEMENT	US\$25,000

TITLE OF PROJECT
Phase II of the International Crop Information System (ICIS) - Inter-Centre ICIS Workshop 1998

For IPGRI office use only	
Project/Activity	SGRP
Budget Code/Funding	6800-C20D Research Contracts
Agreement Number	97/061
IPGRI Coordinator	Jane Toll, Coordinator, CGIAR System-wide Genetic Resources Programme (SGRP)

BUDGET

	Year 1		TOTAL	
	Local Curr.	US\$	Local Curr.	US\$
PERSONNEL				
SERVICES				
Convening of Inter-Centre ICIS Workshop in 1998		25,000		25,000
TRAVEL				
SUPPLIES				
CAPITAL				
OVERHEADS				
TOTAL		25,000		25,000

Handwritten signature

SCHEDULE OF PAYMENTS, FINANCIAL REPORTS AND BANKING INSTRUCTIONS

1. Payments and Financial Reports

Payment Number	Date of Payment	Amount of Payment	Financial Report Dates
1	Upon receipt of signed Letter of Agreement	US\$25,000	Final financial report due upon completion of project
2			
3			
4			
5			
6			
7			
8			
9			
10			
Final Payment ¹		not applicable	
TOTAL		US\$25,000	

2. Banking Instructions

(a)	Currency required	US Dollars
(b)	Bank Account Number	949-2-603213
	In the name of	CIMMYT, INT.
(c)	Name of bank	THE CHASE MANHATTAN BANK, N.A.
	Address of bank	825 United Nations Plaza 270 Park Avenue, 43rd floor New York, N.Y. 10017 USA ABA 02100021 Attn: Cecilia Giron/Nick Kapotes

¹ A portion of the total contract value normally is withheld by IPGRI pending receipt of the final report from the Commissioned Organization, Consultant or Contractor

GENERAL CONDITIONS FOR AGREEMENTS

1. Interpretation**1.1 In these Conditions:**

- (a) "IPGRI" means the International Plant Genetic Resources Institute.
- (b) "the Agreement" means the Agreement under which the work described in the Scope of Work is to be provided to IPGRI including these General Conditions.
- (c) "the Scope of Work" means the work to be performed under the Agreement.
- (d) "the Commissioned Organization, Consultant or Contractor" means the party who by the Agreement undertakes to provide the work described in the Scope of Work.
- (e) "the agreement material" means all the material brought or required to be brought into existence as part of, or for the purpose of performing the work described in the Scope of Work including, but not limited to, documents, equipment, information and data stored by any means.

1.2 Words importing a gender include the other gender. Words in the singular number include the plural and words in the plural number include the singular.**2. Variation of Agreement****2.1 No agreement or understanding that varies or extends the Agreement (including in particular the Scope of Work) and would result in an increase in the monies payable by, or other liability of IPGRI shall be legally binding upon either party unless in writing and signed by both parties.****3. Agreement Material****3.1 On the expiration or earlier termination of the Agreement, the Commissioned Organization, Consultant or Contractor shall deliver to IPGRI all agreement material.****3.2 The Commissioned Organization, Consultant or Contractor shall ensure that the agreement material is used, copied, supplied or reproduced only for the purposes of the Agreement.****4. Disclosure of Information****4.1 The Commissioned Organization, Consultant or Contractor, its employees or agents shall not disclose or make public any information or material acquired or produced in connection with or by the performance of the work described in the Scope of Work without prior approval in writing of IPGRI.****4.2 In any publication arising from the work undertaken under the Agreement, the Commissioned Organization, Consultant or Contractor shall acknowledge IPGRI's support.****5. Conflict of Interest****5.1 The Commissioned Organization, Consultant or Contractor warrants that, at the time of entering into the Agreement, no conflict of interest exists or is likely to arise in the performance of its obligations under the Agreement. If, during the terms of the Agreement, a conflict or risk of conflict of interest arises, the Commissioned Organization, Consultant or Contractor undertakes to notify IPGRI immediately in writing of that conflict or risk.****6. Currency of Payments**

Payments by IPGRI for the work described in the Scope of Work shall be made in the currency of the agreed budget. No compensatory adjustments will be made by IPGRI for changes in rates of exchange to any other currency.

7. Security**7.1 The Commissioned Organization, Consultant or Contractor shall, when using IPGRI's premises or facilities, comply with all security and office regulations in effect at those premises or in regard to those facilities, as notified by IPGRI.****8. Negation of Employment, Partnership and Agency****8.1 The Commissioned Organization, Consultant or Contractor shall not represent itself, and shall ensure that its employees do not represent themselves, as being employees, partners or agents of IPGRI.**

- 8.2 The Commissioned Organization, Consultant or Contractor shall not by virtue of this Agreement be or for any purpose be deemed to be an employee, partner or agent of IPGRI.

9. Termination of Agreement

- 9.1 IPGRI may at any time by written notice to the Commissioned Organization, Consultant or Contractor, terminate or constrict the Agreement or any part of the Agreement, and upon such notice being given, the Commissioned Organization, Consultant or Contractor shall cease or reduce work according to the tenor of the notice and shall forthwith immediately do everything possible to mitigate consequential losses to IPGRI.

- 9.2 In that event the Commissioned Organization, Consultant or Contractor may submit a claim for compensation and IPGRI shall pay to the Commissioned Organization, Consultant or Contractor such sums as are fair and reasonable in respect of any loss sustained by the Commissioned Organization, Consultant or Contractor in unavoidable consequence provided that:

- (a) the Commissioned Organization, Consultant or Contractor shall not be entitled to compensation for loss of prospective profits;
- (b) IPGRI shall not be liable to pay any sum which, in addition to any amounts paid or due or becoming due to the Commissioned Organization, Consultant or Contractor under the Agreement, would together exceed the full cost ordinarily payable under the Agreement; and
- (c) The Commissioned Organization, Consultant or Contractor shall not be entitled to compensation for any sums that the Commissioned Organization, Consultant or Contractor is able to recover from any insurance.

10. Default

- 10.1 If the Commissioned Organization, Consultant or Contractor fails within fourteen days after receipt of written notice to remedy any default in the performance of the following obligations, namely:

- (a) to commence or to proceed at the rate of progress strictly in accordance with the Agreement; or
 - (b) to perform or observe the terms and conditions of the Agreement,
- IPGRI may, by written notice, terminate the Agreement and recover from the Commissioned Organization, Consultant or Contractor any loss or damage suffered by IPGRI.

11. Settlement of Disputes

- 11.1 Without prejudice to the foregoing, any dispute or disagreement arising from the interpretation or execution of the Agreement shall be settled by arbitration as follows:

- (a) both parties will first endeavour to settle any difference amicably by direct dealings;
- (b) if no agreement is reached within sixty days, the matter will be submitted to arbitration upon the application of either party;
- (c) there will be three arbitrators, one to be appointed by IPGRI, one by the Commissioned Organization, Consultant or Contractor and the third, as President, jointly by both parties;
- (d) in case of disagreement, the third arbitrator will be appointed according to the Rules of the United Nations Commission on International Trade Law (UNCITRAL). The UNCITRAL Rules will apply to any arbitration proceedings, arbitration will take place in Rome and the official language of the proceedings will be English.

12. Indemnity

- 12.1 The Commissioned Organization, Consultant or Contractor indemnifies and shall keep indemnified IPGRI, IPGRI's Board of Trustees, Director General, staff and agents from and against all actions, claims, demands, costs and expenses (including the costs of defending or settling any action, claim or demand) made, sustained, brought or prosecuted in any manner based upon, occasioned or attributable to any injury (including death) to any person or loss of or damage to property which may arise from or be a consequence of any unlawful or negligent act or omission of the Commissioned Organization, Consultant or Contractor, its employees or agents in carrying out the work described in the Scope of Work.