

CGIAR Research Program on Grain Legumes and Dryland Cereals

Program Participant Agreement

This Program Participant Agreement (“PPA”) dated as of 12 March 2019 is entered into between the **International Crops Research Institute for the Semi-Arid Tropics (ICRISAT)** (“**Lead Center**”) having its Headquarters at **Patancheru 502 324, Telangana, India** and acting through its duly authorized officer and representative Dr Peter Carberry, Director General and the **International Livestock Research Institute (ILRI)** (“**Program Participant**”), 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 and acting through its duly authorized officer and representative Dr. Jimmy Smith, Director General. The Lead Center and the Program Participant are collectively referred to as the “**Parties**” and shall include respectively their permitted assigns or successors and successors in interest.

RECITALS:

WHEREAS, the CGIAR System Organization (“**System Organization**”) has entered into a Financial Framework Agreement (“**FFA**”) with the Lead Center of the CGIAR Research Program on Grain Legumes and Dryland Cereals (“**CRP-GLDC**”) (“**the CRP-GLDC**” or “**the CRP**”);

WHEREAS, a Decision Letter issued to the Lead Center on 15 February 2018 confirms the approval of the CRP to be implemented as described in the CRP-GLDC Proposal referenced in Annex 3;

WHEREAS, under the FFA, a Center may partner with Program Participants for the implementation and completion of the CRP and in doing so is obliged pursuant to Standard Provision 2.1 of the FFA to ensure that Program Participants are bound by certain flow-down obligations with respect to Window 1, 2 and 3 Funds;

WHEREAS to fulfill its flow-down obligations under the FFA the Lead Center requires each Participating Center to acknowledge it is bound by the Standard Provisions in the FFA as they apply under the present Agreement in its capacity as a Program Participant;

WHEREAS the Lead Center wishes to partner with the Program Participant, and Program Participant wishes to undertake certain activities of the CRP-GLDC under the terms set forth in this PPA;

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINED TERMS

Capitalized terms in this PPA are either defined herein or in the CGIAR Glossary (Annex 1).

CGIAR Funds shall mean W1, W2 and/or W3 funds received by the Program Participant in the form of a grant as indicated in clause 3.1 and 3.2 below.

Flow-down Provisions shall mean the Standard Provisions adapted for a Program Participant.

Implementation Letter(s) shall mean letters furnishing additional information or guidance, or recording mutual agreement as indicated in clause 12 below.

Implementing Provisions shall mean the provisions applicable to Program Participants implementing the CRP as contained in Annex 2.

Key Personnel shall mean key personnel employed by or under the supervision of the Program Participant who are responsible for implementing the CRP as identified in [Annex 5].

2. INCORPORATED PROVISIONS

The CGIAR Glossary (Annex 1), and Implementing Provisions (Annex 2) are incorporated by reference and form an integral part of this PPA.

3. PURPOSE, AMOUNT, FUNDING AND DISBURSEMENT OF GRANT

3.1 Purpose. The purpose of this grant of CGIAR Funds is to enable Program Participant to participate in the CRP in accordance with the Implementation Provisions (Annex 2) and as indicated in clause 5 below.

3.2 Grant. The Lead Center intends to grant the Program Participant an annual allocation according to their participation in the program portfolio as a grant of CGIAR Funds under this Agreement. This grant of CGIAR Funds shall, at all times, be subject to the availability of funds and this estimated total amount may be modified upon a written notification from the Lead Center to the Program Participant.

3.3 Obligated funds and disbursements. The PPA includes an initial obligation of funds in the amount of US\$ 70,000 (US Dollars Seventy Thousand only) to cover activities for 2019 as set out in Annex 3 (Annual Activity Plan and Budget) from January 2019 to December 2019 disbursed as per Clause 3.3(b) upon signature of this PPA and subject to the conditions precedent listed in Annex 4. Subsequent disbursements of CGIAR Funds for use in the CRP, are anticipated to be made by the Lead Center to the Program Participant annually as per clause 3.2.

- (a) Disbursements from the Lead Center to the Program Participant shall be subject to satisfactory performance, fulfilment of technical/financial reporting requirements and availability of sufficient funds to Lead Center from the CGIAR Trust Fund under the terms of the FFA.
- (b) The annual approved funds will be disbursed in three installments:
 - i) The first installment amounting to 45% of approved annual budget will be wire transferred upon signing of this Agreement (for Year-1) and at the beginning of each subsequent years.
 - ii) The second installment amounting to 40% of approved annual budget will be wire transferred upon receiving of the first two quarters financials report.

- iii) The third installment amounting to 15% of the approved annual budget will be wire transferred upon receiving the annual technical report and all quarters financial reports.

Disbursements shall be made to the following bank and account in [US dollars]:

Currency	USD
Bank Name	Citibank, N.A. (Financial Institutions)
Address	111 Wall Street
	5th floor, Zone 8
	New York, N.Y. 10043, U.S.A
ABA Number	021000089
SWIFT	CITIUS33
CHIPS	0008
Account No.	36158977
Account Name	International Livestock Research Institute

- (c) The Program Participant should only use CGIAR Funds disbursed from the Lead Center to undertake the activities of the CRP as covered by this PPA and to retroactively pay for expenditures that were incurred as part of the CRP since the start of the CRP on 1st January 2019. For avoidance of doubt, this PPA does not impose on the Program Participant any obligation to carry out activities under this PPA if the corresponding CGIAR Funds are not annually confirmed by the Lead Center to the Program Participant.
- (d) Investment of Grant Funds. The Program Participant agrees that all yet-to-be spent or committed Grant funds, which have been disbursed to the Program Participant must be invested in highly liquid investments (such as an interest-bearing bank account) with the primary objective of preserving principal so that they remain available for funding of activities under this Agreement, in the manner described in this Agreement. Any interest or other income generated by such Grant funds, including currency conversion gains, shall be (i) used only for the purposes described in this Agreement, or (ii) if not needed for such purposes, returned to the Lead Center. The Program Participant may freely exchange Grant funds into other currencies as may facilitate their use and disbursement. Any currency conversion losses that are incurred in undertaking activities under this Agreement shall be taken in to account as a reasonable, allocable and allowable expenses of CRP-GLDC.

4. DURATION

This PPA shall be valid from 1 January 2019 ("**START DATE**") until 31 December 2019 ("**COMPLETION DATE**"), subject to earlier termination under clause 8 of this PPA.

5. PARTICIPATION IN CRP

As consideration for the receipt of CGIAR Funds, Program Participant shall be responsible for implementing the CRP as per the Annual Activity Plan and Budget (Annex 3) as updated annually or from time to time in accordance with the Implementing Provisions (Annex 2), and including oversight of Key Personnel (Annex 5). Program Participant's participation in CRP shall at all times be subject to the requirements of this Agreement. In particular, Program Participant shall report periodically to Lead Center on its financial and programmatic implementation of the CRP in accordance with the Implementation Provisions (Annex 2), the Technical and Financial Planning and Reporting Schedule (Clauses 7 and 8 of Annex 2) and shall comply with the Standard Provisions in the FFA as they apply under the present Agreement in its capacity as a Program Participant, including flowing-down such requirements to its subgrantees receiving any portion of the CGIAR Funds to implement the CRP.

In fulfillment of reporting obligations as outlined in Clause 10 of the "CGIAR Principles on the Management of Intellectual Assets"¹, the Program Participant shall report to Lead Center (as per schedule provided by the CRP Manager) the information and outputs generated annually by the Program Participant towards implementation of the CRP-GLDC.

5.1 Branding. Program Participant agrees to brand all research activities and products and all communications outreach derived from this Agreement in line with the CRP-GLDC Branding Guidelines available at <http://gldc.cgiar.org/branding-guidelines/>

5.2 Donor Acknowledgement. All CRP communication products, whether online or in hard copy form (e.g., publications, press releases, newsletters, website stories, blogs, posters, et.), must acknowledge support received from donors via the CGIAR Fund. One of the following statements is recommended:

- a) The CRP-GLDC is supported by CGIAR Fund Donors.
- b) This work is supported by CGIAR Fund Donors.
- c) We would like to thank all donors who supported this work/ research through their contributions to the CGIAR Fund.

6. CONFIDENTIAL INFORMATION

6.1 The Parties 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/consultants for the furtherance of the purpose of the PPA. All employees/consultants 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 the PPA. Failure on the part of employee/consultant of the receiving party to handle confidential information as provided for herein constitutes a breach of the PPA by the receiving Party.

6.2 Either Party may disclose Confidential Information relating to the other Party if, and only to the extent:

- (a) such disclosure is required by any statutory/regulatory authorities having jurisdiction over the disclosing Party in accordance with applicable law;

¹<https://cgspace.cgiar.org/handle/10947/4486>

- (b) such disclosure is required under directions or orders of any court of law;
- (c) the disclosure to a third party is necessary for the performance of obligations under the PPA and the third party acknowledges the confidential nature of the Confidential Information and is directed to hold it in accordance with the terms of the PPA
- (d) The obligations in this clause shall survive the termination or expiry of the PPA.
- (e) Notwithstanding the confidentiality requirements in this clause 6, intellectual assets produced in the implementation of this CRP shall be managed in accordance with the Implementing Provisions and at all times consistently with the CGIAR Principles on the Management of Intellectual Assets².

7. ASSIGNMENT

7.1 The Lead Center, may, at its discretion and upon such terms and conditions as it determines appropriate, permit the Program Participant to assign or sub-contract, wholly or in part, the Program Participant's rights or obligations under the PPA.

7.2 The Program Participant shall not assign or sub-contract the Program Participant's rights or obligations under the PPA except with the prior written consent of the Lead Center or as indicated in the Annual Activity Plan and Budget. The Program Participant shall be responsible for compliance by its sub-grantees or sub-contractors with the terms and conditions of this Agreement.

8. TERMINATION OR SUSPENSION

8.1 Termination or suspension by the Lead Center

(a) The Lead Center reserves the right to suspend or terminate the PPA, and/or to discontinue making payments under the PPA, if the Lead Center's funding for the CRP is discontinued or suspended for any reasons whatsoever.

(b) The Lead Center reserves the right to terminate the PPA in whole or in part by giving a three (3) months' notice if, upon evaluation of the previous year's performance it is concluded by the Lead Center that the Program Participant is in breach of its responsibilities under the PPA, and the breach has not been remedied within forty five (45) days after receipt of written notice specifying the breach and requiring its remedy.

(c) Notwithstanding the above, the Lead Center may terminate the PPA at any time if the Program Participant commits any material breach of this Agreement.

8.2 **Suspension by the Program Participant.** The Program Participant may suspend performance under the PPA in the event the Lead Center unreasonably fails to disburse CGIAR Funds within three (3) months of the due date of disbursement as provided in clause 3.3 above. Provided that such suspension

² Effective as from 7 March 2012 and available <http://www.cgiar.org/about-us/legal-documents/>

shall not be made if the disbursement is delayed or not made due to reasons attributable to the Program Participant, force majeure reasons or as provided in clause 8.1 above.

8.3 Termination or suspension by both Parties. The Parties may suspend or terminate the PPA by mutual agreement.

8.4 Termination or suspension by either Party. Either of the Parties may terminate the PPA in whole or in part upon giving the other Party three (3) months' written notice. Any portion of the PPA that is not terminated or suspended shall remain in full force and effect.

8.5 The PPA shall be automatically terminated if the implementation of the CRP is rendered impossible or the obligations hereunder become incapable of performance due to Force Majeure reasons (as detailed under clause 9 of this PPA).

8.6 General

(a) Upon termination under any of the above clauses, the Program Participant, subject to clause 8.6(c) below, shall promptly return to Lead Center any unspent or uncommitted CGIAR Funds disbursed for use in the work under the PPA and held by the Program Participant (as of the date of termination).

(b) In the event that the Program Participant terminates the PPA, it shall, if requested by the Lead Center, make its best efforts to help to identify a suitable new entity to carry out its activities under the CRP.

(c) Notwithstanding the termination of the PPA, the Program Participant may use portions of the CGIAR Funds that have already been disbursed to it to satisfy commitments and expenditures already incurred in the implementation of the activities before the date of termination. After the Program Participant has satisfied such commitments and liabilities, it will return all remaining CGIAR Funds to the Lead Center or dispose of such funds as directed by the Lead Center.

(d) Upon full or partial termination or suspension of the PPA, the Lead Center may, at its expense, direct that title to goods financed using the CGIAR Funds, be transferred to the Lead Center if the goods are in a deliverable state or otherwise disposed of as per its directions.

(e) In the event of termination due to any reason hereinabove, the Program Participant shall extend full cooperation and assistance to the Lead Center as may be requested or required by the Lead Center to effectively fulfill its obligations under its legal agreements or safeguard and preserve the intellectual assets and their associated intellectual property rights which are acquired or produced in the course of the implementation of the CRP. An appropriate winding up period for completion of post termination/expiry obligations shall be requested by the Lead Center and agreed by the Program Participant.

9. FORCE MAJEURE

9.1 Neither Party shall be liable to the other Party in respect of any prolonged and non-remediable delay in performing or failure to perform any of its obligations hereunder if such delay or failure results from:

- (a) acts or intervention of Government or Government agencies;
- (b) fire, flood or explosion;
- (c) acts of God including but not limited to natural and man-made disasters/calamities;
- (d) declared or undeclared war or riots or civil commotion;
- (e) strikes or other industrial disputes;
- (f) acts of terrorism;
- (g) any cause outside reasonable control of the Parties.

10. GENERAL RELEASE

Program Participant's acceptance of the final payment under the PPA shall release the Lead Center from all claims of Program Participant, and from all liability to Program Participant concerning the work, except where such claims or liabilities arise from any negligent act, error or omission of the Lead Center. Notwithstanding this release, the Parties shall continue to be bound by the confidentiality obligations covered under clause 6 of this PPA.

11. NON-WAIVER OF REMEDIES

No failure or delay by either Party in exercising any of its rights under the PPA shall be deemed to be a waiver of that right, and no waiver by either Party of any breach of the PPA by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

12. MODIFICATION OR AMENDMENT

12.1 Except as provided otherwise in this Agreement, any modifications or amendments in the PPA shall be made in writing between the Parties.

12.2 To assist the Program Participant in the implementation of the PPA, the Lead Center will from time to time issue implementation letters that will furnish additional information and guidance about matters stated in the PPA. In addition, the Lead Center and the Program Participant may, from time to time, issue jointly signed implementation letters to confirm and record their mutual understanding on aspects of the implementation of the PPA (each an "Implementation Letter").

13. NOTICES

All notices, requests or demands under the PPA shall be written in English and shall be given by delivery to the addresses of Authorized Representatives for Administrative Aspects specified in clause 14 of the PPA. 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.

14. AUTHORIZED REPRESENTATIVES

14.1 Technical aspects. The Program Director of the CRP will monitor the technical aspects of the research conducted under this PPA. The Lead Center reserves the right to communicate a change in the appointment of the Program Director or other personnel of the CRP without amending this PPA. All technical matter and reports will also be sent to:

For Program Participant:

Name: Dr. Michael Blummel

Title: Team Leader

Address: ILRI, C/o ICRISAT, Patancheru
India

Phone: +91 40 30713653

Fax:

Email: m.blummel@cgiar.org

For the Lead Center:

Name: Dr P Janila

Title: Principal Scientist

Address: ICRISAT, Patancheru 502 324, India

Phone: +91-40-30713071

Fax: +91-40-30713074

Email: p.janila@cgiar.org

14.2 Administrative Aspects

For Program Participant:

Name: Getachew Beyoro

Title: Program Manager

Address: ILRI, P.O. Box 5689, Addis Ababa, Ethiopia

Phone: +251 11 617 2347

Fax: +251 11 667 6923

Email: G.Beyoro@cgiar.org

For the Lead Center:

Name	Ms Joanna Kane-Potaka	Ms Neena Jacob	Mr Ravi Kota
Title	ADG-ER, SMC	Manager, CRP-GLDC	Financial Controller
Address	ICRISAT, Patancheru 502 324, Telangana, India		
Phone	+91-40-30712227	+91-40-30712166	+91-40-30712211
Fax	+91-40-30713074	+91-40-30713074	+91-40-30713074
Email	j.kane-potaka@cgiar.org	n.jacob@cgiar.org	k.ravi@cgiar.org

15. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

The PPA shall be governed by and construed in accordance with the General Principles of Law, including 2010 UNIDROIT Principles for International Commercial Contracts, to the exclusion of any single national system of law. Where a dispute arises between the Parties in connection with this PPA, the Parties agree to make every effort to primarily settle such dispute amicably. If the Parties are unable to resolve such dispute, then either Party may subsequently request that a qualified third-party mediator be appointed to resolve the dispute. The Parties shall mutually agree on the identity of the mediator.

Notwithstanding the foregoing provisions, all disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of United Nations Commission on International Trade Law (UNCITRAL) by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be as per the decision of the Lead Center.

16. INCONSISTENCY

In the event of any inconsistency within this PPA, including its annexes, the inconsistency will be resolved according to the following order of priority:

- i. Annex 2 Implementing Provisions
- ii. Clauses 1-16 of this Agreement

17. TAXES AND DUTIES

The budgets forming part of this CRP do not include any amount towards taxes, duties, tolls, levies, cess or other similar charges.

The Program Participant shall assert all exemptions from taxes and duties to which it believes it or the funding from the Lead Center or the Grant is entitled.

The Program Participant shall use their best efforts, to the extent allowed by applicable agreements, laws and regulations, to ensure that the funds made available by the Lead Center under this Agreement will be exempted or lawfully safeguarded from applicable host country or other taxes and duties or other tolls, levies, charges or cess.

In witness thereof, the representatives of the agreeing Parties duly authorized sign this Program Participant Agreement on the dates indicated below.

By ICRISAT

Name: Dr Peter Carberry
Title: Director General

Date: 16/4/19

Place: Hyderabad



By ILRI

Name: Dr. Jimmy Smith
Title: Director General

Date: 12 April 2019

Place: Nairobi

