

## AGREEMENT

Between

THE INTERNATIONAL CENTRE FOR RESEARCH IN AGROFORESTRY

And

[Instituto de Investigaciones de la Amazonía Peruana]

The International Centre for Research in Agroforestry of P.O. Box 30677-00100 Nairobi, Kenya, (hereinafter referred to as "ICRAF" and also known by the brand name "World Agroforestry Centre") wishes to enter into an agreement with [Instituto de Investigaciones de la Amazonía Peruana] (hereinafter referred to as "IIAP") on the terms and conditions set out below:

### Prelude:

**WHEREAS** both ICRAF and IIAP warrant and represent that they both have capacity to enter into this agreement and the persons executing this agreement on their behalf are duly authorized and empowered to do so;

**WHEREAS** IIAP AND ICRAF have signed a framework MoU, Clauses three and four of which provide for specific agreement such as this one:

"Both parties agree to contribute according to their objectives and internal regulations, the development of specific activities, they will be subject to specific agreements, must be referred to in these documents to this agreement" (Clause 3).

"This framework agreement is implemented through specific agreements, which will be defined jointly in areas and issues of common interest where the general and specific objectives, deadlines, budgets, form and everything that is considered necessary for its successful implementation will be detailed in order to obtain results achievements and impacts" (clause 4).

**WHEREAS** this Agreement is under the financing of a Project Agreement between ICRAF and CRP Genebank Platform with regard to maintenance and expansion of the ICRAF Genebank (hereinafter referred to as the "Project Agreement");

**WHEREAS** it is intended that this Agreement be subject to the availability of funds from the grant from CRP Genebank Platform;

**WHEREAS** ICRAF and the IIAP are hereinafter referred to as individually as 'Party' and collectively as "Parties"

**NOW THEREFORE** the Parties hereby agree as follows:

**1. Objectives**

- 1.1. This sub-grant is for a period of 6 months as detailed in Article 2 below. The objective of the agreement is for the IIAP to undertake activities described in Annex 1 – Work Plan as part implementation of the project titled 'ICRAF Genebank'.
- 1.2. Specific activities will be based on periodic, usually annual, workplans that are to be prepared by both Parties. Annexed to this agreement as Annex 1 is Work Plan for the duration of this project.
- 1.3. During the implementation of the Project, the IIAP shall exercise the necessary diligence, efficiency and transparency in line with sound financial management and best practice principles.

**2. Timing – Commencement and Completion**

This Agreement comes into effect on 15<sup>th</sup> September and will be carried out for a period of five months ending 15<sup>th</sup> February 2019.

Should it become evident to either Party during the implementation of the Project that an extension beyond the expiration date set out in paragraph 1, above, of the present Article, will be necessary to achieve the Objectives of the Project, that Party shall, without delay, inform the other Party, with a view to entering into consultations to agree on a new termination date. Upon agreement on a termination date, the Parties shall conclude an amendment to this effect.

**3. Project Contacts**

**IIAP Contacts:**

Principal Investigator:	Mr Diego García Soria, with overall supervision of Dr Dennis del Castillo
Financial Officer:	Nicéforo Ronald Trujillo León
Administrative Officer:	Julio Izquierdo Sánchez

**ICRAF Contact:**

Principal Investigator:	Mr Roger Pinedo, with overall supervision of Dr Jonathan Cornelius
Financial Officer:	Mrs Carmen Rosa Zubieta
Administrative Officer:	Mrs Carmen Rosa Zubieta

**4. Key Personnel**

The activities, as described in Annex 1 (Work Plan) shall be under the general guidance and technical direction of Dr. Dennis del Castillo

**5. Budget and Payments**

- 5.1. The budget for the activities described is US\$6673.92 for a period of five months (30<sup>th</sup> September to 28<sup>th</sup> February 2019) as detailed in the approved budget annexed to this Agreement as Annex 2.

The payments shall be disbursed as follows:



- 50% of the approved budget will be paid upon signature at the beginning of the period as per Annexes 1 and 2 and submission of a certified invoice;
- 40% on placement of signage following planting
- 10% on presentation of final report

5.2. Disbursements will also be subject to:

- Submission and approval of budgets and work plans and availability of funds from the Donor;
- Satisfactory Progress of the Project in accordance to the Work plan and budget and as determined by the ICRAF Principal Investigator;
- Continued relevance of the IIAP to the project.

5.3. The IIAP is committed to providing the deliverables expected in accordance with the highest professional and ethical standards. It shall take the necessary measures promptly to correct the points of implementation of this Workplan which are not satisfactory to ICRAF. An evaluation of the performance of the IIAP may be conducted by the ICRAF Principal Investigator or their agent three (3) months before the end of the period under Article 5.1. The purpose of this evaluation is to identify: (i) the degree of completion of the objectives and work plan, compliance to Agreement terms and conditions and to decide whether the contract can be renewed or extended, (ii) areas of improvement by the IIAP.

5.4. Save for the first disbursement, all transfers of funds shall also be done upon reporting of spending of at least 90% of the previous disbursement together with an invoice.

5.5. Disbursements shall not be made for work that is not delivered or that is deemed unsatisfactory by the ICRAF Principal Investigator as per Article 5.2 and 5.3 above. Payment by ICRAF shall not be deemed to be acceptance of the deliverables. For the avoidance of doubt, disbursements to the IIAP will be wholly contingent upon ICRAF determining in its sole discretion that IIAP is in compliance with this Agreement, and that ICRAF has the funding available to disburse.

5.6. Any unspent funds remaining at the end of a reporting period will be utilized as part of the subsequent reporting period. Any unused funds remaining at the completion of the project will be returned to ICRAF at the end of the project.

5.7. If the IIAP does not begin implementation of the Project within thirty (30) calendar days from the date the IIAP receives its first disbursement, the IIAP must report the reason for the delay in writing to the ICRAF Principal Investigator within ten (10) calendar days of the conclusion of said thirty (30) calendar day period.

5.8. ICRAF will disburse funds as per the schedule in Article 5.2 above and in accordance with banking and account details provided in Annex 3: Wire Transfer Routing Instructions Form, which the IIAP must certify.

5.9. As part of its obligations to the Donor, ICRAF may carry out an expenditure verification exercise. The IIAP shall maintain a repository of all relevant financial documentation including receipts, invoices etc that should be accessible to ICRAF Financial officers.



39

## 6. Reporting

6.1. **Financial & Technical Reports** will be submitted by email to ICRAF's Project Contacts described in Article 4 above as well as to [icraftsubgrant@cgiar.org](mailto:icraftsubgrant@cgiar.org) with reference to this agreement and as per the schedule below:

Technical Reporting Schedule		
Title of report	Reporting period	Due Date
Final report	Entire period	15 <sup>th</sup> March 2019

Financial Reporting Schedule		
Title of report	Reporting period	Due Date
Final report	Entire period	15 <sup>th</sup> March 2019

6.2. From a qualitative perspective, the IIAP shall perform its Services in accordance with the time schedule agreed between the Parties, and shall strictly respect its reporting obligations as detailed above.

## 7. Incorporation

7.1. The following documents are annexed to this Agreement and form an integral part of the Agreement:

- Annex 1: IIAP Work Plan
- Annex 2: Year 1 Budget in USD
- Annex 3: Wire Transfer Routing Instructions
- Annex 4: ICRAF General Terms and Conditions
- Annex 5: IIAP Cost-benefit analysis

7.2. In case of any conflicts between the documents in 7.1 above, the same shall be resolved by applying the following in descending order of precedence:

- This Agreement;
- Annex 4

## 8. Communication and Notices

8.1. All notices and correspondence between parties shall be sent for the attention of:

### If to ICRAF:

Dr. Anthony Simons  
Director General  
World Agroforestry Centre (ICRAF)  
P.O. Box 30677-00100,  
United Nations Avenue, Gigiri  
Nairobi, Kenya  
Tel: +254 20 7224000  
Fax: +254 20 7224001  
Email: [t.simons@cgiar.org](mailto:t.simons@cgiar.org)

### If to IIAP:

Dr. Luis Exequiel Campos Baca  
President  
Av. José A. Quiñones km 2.5, Iquitos,  
Loreto. Perú. Apartado Postal 784  
Tel: + 051 65 265515 / 65 265516  
Email: [presidencia@iiap.org.pe](mailto:presidencia@iiap.org.pe),  
[lcampos@iiap.org.pe](mailto:lcampos@iiap.org.pe)

With copies to:  
Benjamin Boxer  
Director- Corporate Services  
Email: [B.Boxer@cgiar.org](mailto:B.Boxer@cgiar.org)

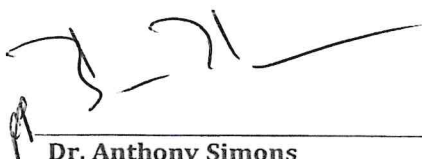
Anne Munene,  
Head, Grants and Sub-Grants Unit,  
Email: [a.munene@cgiar.org](mailto:a.munene@cgiar.org)

8.2. All correspondence shall normally be by first class air-mail or courier or email, other than correspondence dealing with termination, which shall be recorded delivery.

8.3. IIAP shall not communicate to the ICRAF Donor unless authorized to do so in writing by the ICRAF Authorized Representative above.

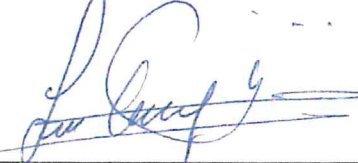
IN WITNESS WHEREOF, this agreement is signed in two (2) original copies by the respective officers on the day, month and year indicated below:

For ICRAF:



Dr. Anthony Simons  
Director General

For IIAP:



Dr. Luis Exequiel Campos Baca  
President

October 2, 2018  
(Date)

13 SET. 2018  
(Date)



## Annex 1. Work Plan

### Background and narrative

Since 1999, ICRAF has managed a set of peach palm genebanks, initially established as seed orchards on participating smallholders' land. With time, the costs of maintaining these and the rate of attrition due to land use change has rendered this conservation strategy unfeasible. Consequently, through this agreement with IIAP a consolidated genebank in secure location will be established. It consists entirely of peach palm of the spineless Pampa Hermosa landrace, which originates near Yurimaguas in Loreto, Peru and faces threats from infrastructure expansion and expansion of oil palm.

The new combined genebank / seed orchard will include 170 ramets of 77 families, cloned from the on-farm genebanks in Pucallpa, plus 469 plants from 99 families originating from the genebanks in Yurimaguas. The latter is a 'rescue' collection, as these plantations have not been maintained since 2005. The genebank will be established on 1.6 ha at 5m square spacing. Establishment will be supervised by ICRAF technician Róger Pinedo.

### Work plan

Component	Responsible party	Date				
		10.18	11.18	12.18	01.19	02.19
Selection of plants	ICRAF	X				
Site preparation and planting	IIAP and ICRAF	X				
Weeding	IIAP	X	X	X		
Fencing	IIAP	X				
Cover crop planting and signage	IIAP and ICRAF		X			
Fertilization	IIAP		X			
Reporting	Technical: IIAP Financial: IIAP				X	X

15

## Annex 2. Budget

item	Quantity	Unit value	total value S /.	total value of US \$
Selection of plants	1	400.00	400.00	124.00
Site preparation and planting	1	4658.00	4658.00	1442.00
Weeding	1	451.00	4961.00	1536.00
Fencing	1	5015.00	5015.00	1553.00
Cover crop planting and signage	1	657.00	657.00	203.00
Fertilization	3	618.00	1854.00	574.00
Incidentals / Contingencies			1200.00	372.00
Overhead costs IIAP	1	2811.75	2811.75	870.51
<b>Total</b>			<b>21556.75</b>	<b>6673.92</b>



## Annex 5. IIAP Summary Analysis of costs and benefits

INSTITUTION	CONTRIBUTION (US \$.)	Percentage
IIAP	00.00 <sup>(*)</sup>	0
ICRAF	6673.92	100
TOTAL	6673.92	100.0

(\*) The costs of land use and watchmen for the genebank are not considered in this analysis as this is subject matter of institutional interest for the IIAP.

### QUANTITATIVE

- Total contributions projected for the whole process are \$6673.92, 100% is input ICRAF.

### QUALITATIVE

#### *Benefits IIAP*

- Generation of technical information.
- Diversification of productive activity.
- Increased technology transfer generated by IIAP.
- Increasing the area of influence of IIAP for transfer activities.

#### *ICRAF benefits*

- Increased technology transfer.
- Goals met
- Increasing the area of influence of ICRAF for transfer activities.

