

AGREEMENT

BETWEEN

THE INTERNATIONAL CENTRE FOR RESEARCH IN AGROFORESTRY

and

RESEARCH INSTITUTE OF THE PERUVIAN AMAZON

The International Centre for Research in Agroforestry, Nairobi, Kenya, P.O. Box 30677-00100 (hereinafter referred to as "ICRAF" and also known by the brand name "World Agroforestry") wishes to enter into an agreement with the RESEARCH INSTITUTE OF THE PERUVIAN AMAZON (hereinafter referred to as "IIAP") identified with RUC N° 20171781648 with legal domicile at Avenida Abelardo Quiñones Km 2.5, district of San Juan Bautista, province of Maynas, region of Loreto. ICRAF and IIAP are hereinafter jointly referred to as "the Parties".

Prelude:

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

WHEREAS the IIAP and ICRAF have signed a framework agreement dated 29th June 2021, the third and fourth clauses of which provide for such a specific agreement:

"Both parties agree to contribute, in accordance with their internal objectives and regulations, to the development of specific activities, subject to specific agreements, which shall be referred to in these documents in this agreement" (Clause 3).

"This framework agreement is implemented through specific agreements, to be jointly defined in areas and topics of common interest, detailing general and specific objectives, timelines, budgets, form and all that is deemed necessary for its successful implementation in order to obtain results, achievements and impacts" (clause 4).

WHEREAS this Agreement is under the funding of a Project Agreement between ICRAF and CRP Genebank Platform regarding the maintenance and expansion of the CRP Genebank Platform;

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

WHEREAS ICRAF and IIAP are hereinafter referred to individually as a "Party" and collectively as "Parties"

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

1. objectives

This sub-grant is for a period of 3 months as detailed in Article 2 below. The purpose of the agreement is for IIAP to carry out the activities described in Annex 1 - Work Plan as part of the implementation of the project entitled 'ICRAF Genebank'.

1.2. The specific activities shall be based on periodic work plans, generally on an annual basis, to be prepared by both Parties. The work plan for the duration of this project is set out in Annex 1 to this Agreement.

1.3. During the implementation of the project, IIAP will exercise due diligence, efficiency and transparency in accordance with the principles of sound financial management and best practice.

2. Timing - Commencement and Completion

This agreement enters into force **upon execution by parties** and will run for a period of three months ending on **31 December 2021**.

In the event that, during the implementation of the project, either Party becomes aware that an extension beyond the expiry date set out in paragraph 1 of this Article will be necessary to achieve the objectives of the project, it shall promptly inform the other Party, with a view to initiating consultations to agree on a new completion date. Following agreement on a termination date, the Parties shall conclude an amendment to that effect.

3. Project Contacts

IIAP Contacts:

Principal Investigator:	Mr Diego García Soria (dgarcia@iiap.org.pe), with overall supervision of Dr Dennis del Castillo (ddelcastillo@iiap.org.pe)
Financial Officer:	Nicéforo Ronald Trujillo León
Administrative Officer:	Julio Izquierdo Sánchez

ICRAF Contact:

Principal Investigator:	Mr Róger Pinedo, with overall supervision of Daniela Pogliani (r.pinedo@cgiar.org, d.pogliani@cgiar.org)
Financial Officer:	Mrs Carmen Rosa Zubieta
Administrative Officer:	Mrs Carmen Rosa Zubieta

4. Key Personnel

The activities described in Annex 1 and the Work Plan will be under the general and technical direction of Dr. Dennis del Castillo.

5. Budget and Payments

5.1 The budget for the activities described above is US\$ 6000.00 as detailed in the budget attached to this Agreement as Annex 2.

5.2 Disbursements shall be made as follows:

Disbursement

- 75% of the approved budget will be paid on signature at the beginning of the period, as per Annexes 1 and 2, and on presentation of an invoice,
- 25% by 15 December 2021, subject to the approval of the ICRAF Principal Investigator and after submission of the final report and invoice.

Disbursements will also be conditional on:

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

5.3 The IIAP is committed to deliver the expected results in accordance with the highest professional and ethical standards. It will take prompt action to correct any points in the implementation of this work plan that are not satisfactory to ICRAF. The ICRAF Principal Investigator or his or her agent may conduct an evaluation of the results of the IIAP three (3) months prior to the end of the period provided for in Article 5.1. The purpose of this evaluation is to identify: (i) the extent to which the objectives and work plan have been met, compliance with the terms and conditions of the Agreement and to decide whether the contract may be renewed or extended, (ii) areas for improvement of the IIAP.

5.4 Except in the case of the first disbursement, all transfers of funds shall also be made upon notification of an expenditure of at least 90% of the previous disbursement together with an invoice.

5.5 No disbursement will be made for work that has not been delivered or is deemed unsatisfactory by the ICRAF Principal Investigator in accordance with Articles 5.2 and 5.3 above. Disbursement by ICRAF shall not be considered as acceptance of deliverables. For the avoidance of doubt, disbursements to IIAP shall be entirely contingent upon ICRAF determining in its sole discretion that IIAP is in compliance with this Agreement, and that ICRAF has the funds available to disburse.

5.6 Unused funds remaining at the end of a reporting period shall be used as part of the next reporting period. Unused funds remaining at the end of the project will be returned to ICRAF at the end of the project.

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

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

5.9 As part of its obligations to the Donor, ICRAF may carry out an expenditure verification exercise. IIAP will maintain a repository of all relevant financial documentation, including receipts, invoices, etc., which must be accessible to ICRAF's financial officers.

6. Reporting

6.1 Financial and Technical Reports shall be sent by email to the ICRAF Project Contacts described in Article 4 above, as well as to icraftsubgrant@cgiar.org with reference to this agreement and in accordance with the schedule below:

Schedule of technical reports		
Title of the Report	Period	Delivery date
Final report	The whole period	15 December 2021

Financial reporting schedule		
Title of the Report	Period	Delivery date
Final report	The whole period	15 December 2021

6.2 From a qualitative point of view, IIAP will provide its services in accordance with the timetable agreed between the Parties and will strictly respect its reporting obligations as detailed above.

7 Incorporation

7.1 The following documents are attached to and form an integral part of this Agreement:

- (a) Annex 1: IIAP Work Plan
- b) Annex 2: budget in USD
- c) Annex 3: Instructions for the sending of bank transfers
- d) Annex 4: General Terms and Conditions of ICRAF
- e) Annex 5: IIAP Cost-benefit analysis
- f) Annex 6: Flow down Provisions
- g) Annex 7: Model Narrative and Financial Reports
- h) Annex 8: CGIAR Glossary
- i) Annex 9: CIFOR-ICRAF Anti -fraud Policy

7.2 In case of conflict between the documents mentioned in 7.1 above, they shall be resolved by applying the following in decreasing order of precedence:

- (a) This Agreement;
- b) Annex.

8 Communication and Notices

8.1 All notices and correspondence between the parties shall be sent to 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

If to IIAP:

Dr. Carmen Rosa García Dávila
President
Av. José A. Quiñones km 2.5, Iquitos,
Loreto. Peru. P.O. Box 784
Tel: + 051 65 265515 / 65 265516
Email: presidencia@iiap.org.pe,
cgarcia@iiap.org.pe

With copies to:

Kumar Tumuluru
Director, Corporate Services
Email: k.tumuluru@cgiar.org

Head, Grants and Sub-Grants Unit,
Email: icrafcco@cgiar.org

Legal Officer

Email: G.Toroitich@cgiar.org; icraflegal@cgiar.org


8.2 All correspondence shall normally be sent by airmail, courier or first class e-mail, with the exception of termination correspondence, which shall be delivered with acknowledgement of receipt.


The IIAP will not communicate with the ICRAF Donor unless authorised in writing by the above ICRAF Authorised Representative.

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:

For IIAP:


Dr. Anthony Simons
Director General


Carmen Rosa García Dávila
President

17 Nov 2021

(Date)

06 DIC 2021

(Date)

Annex 1. Work plan

Background

Since 1999, ICRAF has managed a set of pijuayo genebanks, initially established as seed orchards on the lands of participating smallholders. Over time, the costs of maintaining them and losses due to land-use change have made this conservation strategy unviable.

In response, in 2018 IIAP and ICRAF collaborated in the successful establishment of a consolidated germplasm bank on IIAP's land in Pucallpa. It consists entirely of spineless pijuayo from Pampa Hermosa, near Yurimaguas in Loreto, Peru, a landrace facing threats from infrastructure expansion and oil palm expansion.

The new germplasm bank and seed orchard includes 157 families, derived from the original germplasm banks in Pucallpa and Yurimaguas.

Schedule of activities

Component	Responsible	10.21	11.21	12.21
Weeding	IIAP	X	X	X
Leaf pruning	IIAP	X		
Soil Sampling and Analysis	IIAP	X		
Fertilisation	IIAP	X		X
Plant Cover Establishment (Centrorema))	IIAP	X		
Phytosanitary Evaluation and Control (termite control)	IIAP	X		X
Drain Maintenance	IIAP	X		X
Growth Assessment	IIAP			X
Fertilisation with organic matter	IIAP		X	
Placement of plastic fences	IIAP		X	
Irrigation system	IIAP	X		
Firewall	IIAP	X		
Storage, reception and rest hut	IIAP		X	
Reports	IIAP			X

Annex 2. Budget

Item	quantity	Unit value	Total value S /.	Total value US \$
Weeding	6	1250	PEN7,500.00	\$1,833.74
Leaf pruning	1	50	PEN50.00	\$12.22
Soil sampling and analysis	1	420	PEN420.00	\$102.69
Fertilisation	2	200	PEN400.00	\$97.80
Establishment of vegetation cover	1	1099	PEN1099.00	\$268.70
Phytosanitary evaluation and control	2	180	PEN360.00	\$88.02
Drainage maintenance	2	175	PEN350.00	\$85.57
Growth assessment	1	280	PEN280.00	\$68.46
Fertilisation with organic matter	1	1500	PEN1500.00	\$366.75
Placement of plastic fences	1	2183	PEN2183.00	\$533.74
Irrigation system	1	3557.70	PEN3557.70	\$869.85
Firewall	1	730	PEN730.00	\$178.48
Storage, reception and rest hut.	1	2560	PEN2560.00	\$625.92
Contingencies	1	350	PEN350.00	\$85.57
Subtotal			PEN21,339.70	\$5,217.53
Overhead IIAP	1	15%	PEN3,200.96	\$782.63
Total			PEN24,540.66	\$6,000.16

Annex 5. Summary of cost-benefit analysis of the IIAP

INSTITUTION	CONTRIBUTION (US\$.)	Percentage
THE IIAP	00.00 ^(*)	0
ICRAF	6000.00	100
TOTAL	6000.00	100.0

(*) The costs of the use of the land and the guardianship of the germplasm bank are not considered in this analysis as this is a matter of institutional interest for the IIAP.

QUANTITATIVE

The total projected inputs for the whole process amount to **\$6000**, 100% of which is ICRAF's contribution.

QUALITATIVE

Benefits for IIAP

- Generation of technical information.
- Diversification of productive activity.
- Increase in technology transfer generated by the IIAP.
- Increase in the IIAP's area of influence due to transfer activities.

Benefits for ICRAF

- Increased technology transfer.
- Achievement of their goals.
- Increase in ICRAF's area of influence due to transfer activities.

