May 1, 2003 - September 28, 2004

MEMORANDUM OF UNDERSTANDING
For Cooperative Work

Between
Instituto de Ciencia y Tecnología Agrícola
(hereinafter called ICTA)
and the
Integrated Pest Management Collaborative Research Support Program
(hereinafter called IPM CRSP)

This Memorandum of Understanding (MOU) is entered into by and between the Instituto de Ciencia y Tecnología Agrícolas (hereinafter called Grantee) and Virginia Polytechnic Institute and State University (Virginia Tech) (hereinafter called Grantor), with the Integrated Pest Management Collaborative Research Support Program (IPM CRSP) as endorser.

WITNESSETH THAT:

Whereas, the Grantor has undertaken certain research for the United States Government, U.S. Agency for International Development (USAID) under Grant Number LAG-G-00-93-00053-00.

Whereas the Grantee represents that it is ready, willing and able to conduct a portion of said research and agrees that all provisions and requirements of Grant Number LAG-G-00-93-00053-00 will flow down to Grantee.

Now therefore, in consideration of the premises as well as the obligations herein made and undertaken, the parties hereto mutually agree as follows:

The Goal

A. The goal of this project shall be to enhance and promote IPM in Central America to: (1) sustain or increase production of horticultural crops, (2) increase farmer and societal economic benefits, (3) protect biodiversity and human health, and (4) reduce pesticide residues on exported fruits and vegetables.

Statement of Work

A. A portion of the collaborative proposal, which is incorporated herein and made a part of hereof, led by the Grantor, will be carried out in collaboration with ICTA, ICTA and other
Central American institutions and investigators will be responsible to Virginia Tech as Grantor for program accomplishments and fiscal accountability. Operational and reporting procedures will be developed in cooperation with the Management Entity in the Office of International Research, Education, and Development (OIRED) at Virginia Tech.

B. Grantee accepts all the provisions and requirements as set forth in Grant Number LAG-G-00 93-00051-00 with guidance for compliance to the Grant being provided by Virginia Tech.

C. The IPM CRSP is under the direction of the Management Entity with the guidance of the Board of Directors, Technical Committee, and the External Evaluation Panel. The IPM CRSP Management Entity through the Program Director will provide assistance in the management of activities under the MOU. Input into operational policies will be through the Technical Committee and the Board of Directors and in compliance with the provisions of the Grant. Policies developed will take into account recommendations by the External Evaluation Panel.

D. Ownership and title of equipment, material, and supplies purchased with USAID/IPM CRSP funds by ICTA for use under the MOU shall be in the name of the Grantee. All such property shall be under the custody and control of the Grantor. When requested, the Grantee shall submit an inventory schedule covering all items of equipment which have not been consumed in performance of the research. Advice will be given by the Grantor as to the disposition of property at the end of the grant period.

E. Ownership and title of equipment, materials, and supplies purchased with ICTA funds for use under this MOU shall be in the name of the Grantor. All property purchased with these funds will be in the custody and control of the Grantor. When requested, the Grantor will present an inventory date covering all items which were not used during the execution of the research. The disposition of property at the end of the research period will be decided by the Grantee.

F. The IPM CRSP is an interdisciplinary effort and has a Site Coordinator in Guatemala. Work under this MOU should be coordinated and complementary with the overall IPM research program in Central America, as well as with other IPM CRSP sites.

G. The IPM CRSP is an integrated and coordinated program of individual research projects each on specific aspects of IPM methods and implementation. These research projects are to be carried out by scientists from U.S. and national institutions working together in close collaboration. The participating scientists are equal collaborators and the rights for publication of findings carried out under IPM CRSP should be so viewed. All publications must acknowledge support for USAID, the IPM CRSP, and include the Grant Number LAG-G-00 93-00051-00. All publications should be attributed to the author, stating that opinions expressed or recommendations made do not represent an official position or policy of USAID, IPM CRSP, or the institutions to which they are attached.
Procedure for Establishment of the Collaborative Research Relationship

With mutual understanding of the IPM CRSP and its goal as described above, a collaborative research relationship is as follows:

A. Based on previous discussions and consultations on constraints to IPM and research needs to relieve these constraints, projects will be prepared, reviewed, and selected through established procedures.

B. The collaborative research agreement will include: (a) the MOU between the IPM CRSP Management Entity and ICTA; (b) a long-term plan of work with Annual Project Revision to implement the research proposal between the participating U.S. and Central American institutions with the research project attached detailing research to be done.

C. Any number of Plan(s) of Work following with these same procedures may be developed jointly with ICTA, as appropriate under this Memorandum.

ICTA Contribution

The contribution of ICTA will include the following:

1. Combination of collaborative scientists and IPM CRSP approved programs;
2. Offices, laboratories, land and agricultural facilities as available for conduct of the program;
3. Administration, direction and evaluations of the program, and Central America collaboration through ICTA’s office.
4. Control and supervision of all ICTA funds provided under this MOU and written approval of the detailed annual budgets for the work plan financed with these funds.

IPM CRSP Contribution

The contribution of IPM CRSP will include the following:

1. Senior scientists for short term work and collaborative research support in Central America;
2. Graduate research/education for Central American personnel at collaborating U.S. institutions as approved in the work plan;
3. Supplies, equipment, and travel for IPM CRSP employed personnel;
4. Travel to U.S. or third countries for certain ICTA personnel as approved in the work plan;
5. The organization of periodic workshops for the benefit of host country IPM CRSP collaborators, to facilitate the exchange of information among researchers;

6. To provide administration, direction, supervision and collaboration of the IPM CRSP with ICTA. The IPM CRSP, through its MF, will be responsible for written approval of the detailed annual budgets for the work plan financed with IPM CRSP/USAID funds.

7. Control and supervision of all IPM CRSP core funds provided under this MOU.

Administration of Collaborative Research Projects

A. IPM CRSP is funded by USAID and the collaborating U.S. institutions, and administered by the Management Entity, which is responsible to USAID for fiscal matters and research progress. Each participating institution in turn is responsible to the Management Entity for project expenditures and research progress.

B. Detailed Annual Budgets and Work Plans will be developed and submitted to the Management Entity by the Site Committee in coordination with and with input provided by ICTA and other participating Central American institutions, and subsequently approved by the Global Technical Committee and USAID/IPM CRSP.

C. ICTA or their designated representative institution will be administratively responsible for any funds provided to them for expenditure under IPM CRSP, and will provide to the Management Entity documentation of expenditures. The Management Entity will be responsible for conducting an external audit, if required by USAID. ICTA, through the designated U.S. Site Chair, will also be responsible for submitting a research progress report to the Management Entity.

D. Equipment to be bought under this project pursuant to the agreement, will be free of all duties, tariff or customs levies and other obligations applicable in Guatemala and other Central American countries, whether the purchase is made in the U.S., locally or in another country.

E. Grantee shall be compensated for actual costs incurred, not to exceed costs estimated in budgets developed and approved for work plans. Funds may be advanced by the Grantor. Any funds advanced by the Grantor on the initial or future annual budgets will be provided to cover actual costs to be incurred; any overpayment shall be reimbursed to the Grantor. ICTA or their representative institution shall submit, at least quarterly but not more frequently than monthly, an invoice identifying expenditures of claimed allowable costs by major categories and individual items within major categories for any funds advanced by the Grantor. Reimbursements will be made based on allowable expenditures reported on the voucher (a mutually agreed upon format) supported by receipts detailing expenditures. An annual financial report shall be submitted at the end of each IPM CRSP project year (September 28) summarizing all funds received, expended, and funds remaining from the previous year. Access will be allowed to the financial files in the event that an external audit is required. It is understood that there is no obligation on the part of the Grantor to reimburse costs in excess of
the agreed upon budget. Invoices should be submitted to IPM CRSP, Office of International Research, Education, and Development, 1060 Litton Reaves, Virginia Tech, Blacksburg, VA 24061-0334 USA.

Duration

A. This MOU shall commence effective May 1, 2005 and terminate September 28, 2004, unless circumstances such as availability of funds from USAID, or programmatic decisions by the IPM CRSP Board of Directors cause an earlier termination date.

This MOU will officially commence on the date of completion of its signing.

If any party to this MOU decides to terminate, it must provide at least three (3) months advance written notice to the other party.

B. This MOU covered by this document shall continue until terminated by:

1. Immediate notification of termination of the IPM CRSP funding grant by USAID;

2. Acceptance by the IPM CRSP Management Entity of a request by ICTA to terminate; or

3. Acceptance by the Board of Directors of a recommendation to terminate by the IPM CRSP Management Entity.

4. Either party may terminate this contract for any reason with 30 days written notice.

C. ICTA or the IPM CRSP Management Entity may request consideration of amendments to this MOU.

This MOU shall be construed and performance hereunder shall be determined according to the laws of the Commonwealth of Virginia, USA.
Approvals

Having read this Memorandum of Understanding, the persons below have signed their names and shown their agency affiliation indicating their concurrence with the collaborative research relationships outlined therein.

In the event of any apparent discrepancies due to translation, this English version will take precedence.

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)

S. K. De Datta
Director, Office of International Research, Education, and Development,
Associate Dean, College of Agriculture and Life Sciences, and
Principal Investigator, IPM CRSF

Date

9/22/02

INSTITUTO DE CIENCIA Y TECNOLOGIA AGRICOLAS (ICTA)
CENTRAL

Wotzbell Méndez Estrada
Gerente General, Instituto de Ciencia y Tecnología Agrícolas (ICTA)

Date

8/19/2003

David W. Richardson
Director, Office of Sponsored Programs

Date

9/18/03

Charles W. Steger
President

Date

9/20/03