January 1, 2006 to September 30, 2009

MEMORANDUM OF UNDERSTANDING
For Cooperative Work

Between

Instituto Nacional Autónomo de Investigaciones Agropecuarias del Ecuador
(INIAP)

And

The Office of International Research, Education, and Development at Virginia Polytechnic Institute and State University (Virginia Tech) as the Managing Entity for the Sustainable Agriculture and Natural Resource Management Collaborative Research Support Project

This Memorandum of Understanding (MOU) is entered into by and between the "Instituto Nacional Autónomo de Investigaciones Agropecuarias" (INIAP) (hereinafter Sub Awardee) and Virginia Tech (hereinafter Awardee). The Office of International Research, Education, and Development (OIRED) at Virginia Tech is the Managing Entity (hereafter Management Entity) for the Sustainable Agriculture and Natural Resource Management Collaborative Research Support Program (hereafter SANREM CRSP).

WITNESSETH THAT:

Whereas, the Awardee has undertaken certain research for the United States Agency for International Development (USAID) under the Leader-with-Associate (LWA) Cooperative Agreement Number EPP-A-00-04-00013-00;

Whereas the Sub Awardee represents that it is ready, willing and able to conduct a portion of said research and agrees that all provisions and requirements of Cooperative Agreement Number EPP-A-00-04-00013-00 will be complied with as directed by the Awardee;

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 local capacity to contribute to stakeholder empowerment through knowledge-based sustainable agriculture and natural resource management systems.

Statement of Work

A. A portion of the collaborative proposal (found on the SANREM CRSP program website - http://www.oired.vt.edu/sanremcrsp/ - and made a part of hereof) led by the Awardee, will be carried out in collaboration with the Sub Awardee. INIAP will be responsible to Virginia Tech as Awardee 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. Sub Awardee accepts all the provisions and requirements as set forth in Cooperative Agreement Number EPP-A-00-04-00013-00 with guidance for compliance to the Cooperative Agreement being provided by Virginia Tech.

C. The SANREM 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 SANREM CRSP Management Entity, through the Program Director or the Administrative Principal Investigator (PI), 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 Cooperative Agreement. Policies developed will take into account recommendations by the External Evaluation Panel.

D. Ownership and title of equipment, material, and supplies purchased with USAID/SANREM CRSP funds by INIAP for use under the MOU shall be in the name of the Sub Awardee. All such property shall be under the custody and control of the Sub Awardee. When requested, the Sub Awardee 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 Awardee as to the disposition of property at the end of the grant period.

E. The SANREM CRSP is an interdisciplinary effort and has a Site Coordinator in Ecuador. Work under this MOU should be coordinated and complementary with the overall SANREM research program in Ecuador, as well as with other SANREM CRSP sites.

F. The SANREM CRSP is an integrated and coordinated program of research projects on sustainable agriculture and natural resource management 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 SANREM CRSP should be so viewed. All publications must acknowledge support for USAID, the
SANREM CRSP, and include the Cooperative Agreement Number EPP-A-00-04-00013-00. All publications should be attributed to the authors, stating that opinions expressed or recommendations made do not represent an official position or policy of USAID, SANREM CRSP, or the institutions to which they are attached.

Procedure for Establishment of the Collaborative Research Relationship

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

A. Based on previous discussions and consultations on sustainable agriculture and natural resource management, projects will be prepared, reviewed, and selected through established procedures.

B. The collaborative research agreement will include: (a) the MOU between the SANREM CRSP Management Entity and INIAP; and (b) a full-term plan of work with annual project revision to implement the research proposal of the participating Lead-U.S. and Sub Awardee.

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

INIAP Contribution

The contribution of INIAP will include the following:

1. Collaborative scientists and SANREM CRSP approved programs;

2. Offices, laboratories, land and agricultural facilities as available for conduct of the program;

3. Administration, direction and evaluation of the program, and other in-country collaborators.

4. Control and supervision of all INIAP funds provided under this MOU and written approval of the detailed annual budgets for the work plan financed with these funds.

SANREM CRSP Contribution

The contribution of SANREM CRSP will include the following:

1. Senior scientists for short-term work and collaborative research support in Ecuador;

2. Graduate research/education for Ecuadorian personnel at collaborating U.S. institutions as approved in the workplan;
3. Supplies, equipment, and travel for SANREM CRSP collaborating personnel;

4. Travel to U.S. or third countries for certain INIAP personnel as approved in the workplan;

5. The organization of periodic workshops for the benefit of SANREM CRSP collaborators, to facilitate the exchange of information among researchers;

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

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

Administration of Collaborative Research Projects

A. SANREM 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 Research Activity Committee in coordination with and with input provided by INIAP and other participating Ecuadorian institutions, and subsequently approved by the SANREM CRSP Technical Committee and USAID/SANREM CRSP.

C. INIAP or its designated representative institution will be administratively responsible for any funds provided to them for expenditure under SANREM 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. INIAP, through the designated U.S. Research Activity Leader, will also be responsible for submitting routine 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 Ecuador and any other countries, whether the purchase is made in the U.S., locally, or in another country.

E. Sub Awardee shall be compensated for actual costs incurred, not to exceed costs estimated in budgets developed and approved in actual work plans. Funds may be advanced by the Awardee. Any funds advanced by the Awardee on the initial or future annual budgets will be provided to cover actual costs to be incurred; any overpayment shall be reimbursed to the Awardee. INIAP 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 Awardee. Reimbursement will be made based on allowable expenditures reported on the invoice supported by receipts detailing expenditures. Expenditures must be supported by actual receipts, copies of which may be requested by the Management Entity at anytime. Access
will be allowed to the financial records at any time as required. It is understood that there is no obligation on the part of the Awardee to reimburse costs in excess of the agreed upon budget. Invoices should be submitted to SANREM CRSP, Office of International Research, Education, and Development, 840 University City Blvd., Suite 5-7, Virginia Tech, Blacksburg, VA 24061-0378 USA. Invoices will be processed after they are approved by the Sub Awardee’s Research Activity Leader (PI of the Lead-US institution).

F. Payments to the Sub Awardee shall be only by direct deposit or wire transfer to the Sub Awardee’s bank account designated for the SANREM CRSP work plan activity.

Duration

A. This MOU shall commence effective January 1, 2006 and terminate September 30, 2009, unless circumstances such as availability of funds from USAID, or programmatic decisions by the SANREM CRSP Board of Directors cause an earlier termination date.

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

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

2. Acceptance by the SANREM CRSP Management Entity of a request by INIAP to terminate; or

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

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

C. INIAP or the SANREM 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.

Dr. Julio César Delgado Arce
Director General del INIAP

March 11, 2006
Date

Dr. S.K. De Datta
Associate Provost, International Affairs,
Director, Office of International Research, Education, and Development;
and Administrative Principal Investigator SANREM CRSP

4/19/06
Date

Mr. David W. Richardson
Director, Office of Sponsored Programs,
Virginia Polytechnic Institute and State University

5/19/06
Date

Dr. Charles W. Steger,
President, Virginia Polytechnic Institute and State University

5/19/06
Date

James A. Hyatt
Executive Vice President and Chief Operating Officer