October 1, 2005-September 30, 2009

MEMORANDUM OF UNDERSTANDING

for Cooperative Work

between

Universidad del Valle de Guatemala (UVG)

and

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

This Memorandum of Understanding (MOU) is entered into by and between Universidad del Valle de Guatemala ("UVG") (hereinafter referred to as subawardee) and Virginia Tech (hereinafter referred to as awardee) and supersedes all previous Memoranda of Understanding. The Office of International Research, Education, and Development (OIkRED) at Virginia Tech is the Managing Entity (hereafter Management Entity) for the Integrated Pest Management Collaborative Research Support Program (hereafter referred to as IPM 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-00-04-00016-00;

Whereas the Subawardee 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-00-04-00016-00 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 UVG’s capacity to contribute to stakeholder empowerment through knowledge-based integrated pest management systems.

Statement of Work

A. A portion of the collaborative proposal (found on the IPM CRSP program website - http://www.oired.vt.edu/ipmcrsp - and made a part hereof) led by the Awardee will be carried out in collaboration with the Subawardee. UVG 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. Subawardee accepts all the provisions and requirements as set forth in Cooperative Agreement Number EPP-A-00-04-00016-00 with guidance for compliance to the Cooperative Agreement being provided by Virginia Tech.

C. The IPM CRSP is under the direction of the Management Entity with the guidance of the Program Advisory Board, Technical Committee, and the External Evaluation Panel. The IPM CRSP Management Entity will provide assistance in the management of activities under the MOU. Program and policy guidance is provided to the Management Entity and subawardees through the Technical Committee and the Program Advisory Board 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/IPM CRSP funds by UVG for use under the MOU shall be in the name of the Subawardee. All such property shall be under the custody and control of the Subawardee. When requested, the Subawardee 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 IPM CRSP has a Site Coordinator in Guatemala. Work under this MOU should be coordinated with and complementary to the overall IPM research program in Guatemala and with other IPM CRSP sites.

F. The IPM CRSP is an interdisciplinary program of research projects on integrated pest 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 IPM CRSP should be so viewed. All publications must acknowledge support by USAID, the IPM CRSP, and include the Cooperative Agreement Number EPP-A-00-04-00016-00, whichever is applicable. 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, 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 integrated pest management, 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 UVG; and (b) a full-term plan of work with annual project revisions to implement the research proposal of the participating lead-U.S. and Subawardee.

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

UVG Contribution

The contribution of UVG will include the following:

1. 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 evaluation of the program, and other in-country collaborators.
4. Control and supervision of all UVG funds (and any funds of subawardees who may be working under the control of UVG) provided under this MOU and written approval of the detailed annual budgets for the workplan(s) 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 Guatemala;
2. Graduate research/education for UVG or other collaborating personnel at collaborating U.S. institutions as approved in the workplan;
3. Supplies, equipment, and travel for IPM CRSP collaborating personnel;
4. Travel to U.S. or third countries for certain UVG personnel as approved in the workplan;
5. The organization of periodic workshops for the benefit of IPM CRSP collaborators to facilitate the exchange of information among researchers;
6. The provision of administration, direction, supervision and collaboration of the IPM CRSP with UVG. The IPM CRSP, through its Management Entity, will be responsible for written approval of the detailed annual budgets for the workplan 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. The Management Entity 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 workplans will be developed and submitted to the Management Entity by the Project Leader in coordination with and with input provided by UVG and other participating institutions, and subsequently approved by the IPM CRSP Technical Committee and USAID/IPM CRSP.

C. UVG, or its 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. UVG, through the designated U.S. Project Leader, will also be responsible for submitting routine research progress reports to the Management Entity.

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

E. Subawardee shall be compensated for actual costs incurred, not to exceed costs estimated in budgets developed and approved in actual workplans. 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. UVG 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 will be submitted to the Management Entity with each invoice. Access will be allowed to the project financial records at any time. 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 the IPM CRSP, Office of International Research, Education, and Development, 1060 Litton Reaves Hall, Virginia Tech, Blacksburg, VA 24061-0334 USA. Invoices will be processed after they are approved by the Subawardee’s Project Leader (PI of the Lead US institution).
F. Payments to the Subawardee shall be only by direct deposit or wire transfer to the Subawardee’s bank account designated solely for the IPM CRSP workplan activity. If the Subawardee does not have the capacity to handle wire transfers, manual checks may be sent, but only after establishing a reliable method of sending and receiving those checks. (The Management Entity has the authority to make the final determination of the most reliable method of payment.)

Duration

A. This MOU shall commence effective October 1, 2005 and terminate September 30, 2009, unless circumstances such as those listed below cause an earlier termination date.

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 UVG to terminate; or

3. Acceptance by the Program Advisory Board 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.

B. UVG 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.

Lic Roberto Moreno
President
Universidad del Valle de Guatemala

July 28, 2006
Date

Dr. S.K. De Datta
Associate Provost, International Affairs,
Director, Office of International
Research, Education, and Development,
and Administrative Principal Investigator
IPM CRSP
8/31/06
Date

Mr. David W. Richardson
Assistant Vice President, Sponsored
Programs Administration
Virginia Polytechnic Institute and
State University
8/16/06
Date

Dr. Charles W. Steger,
President, Virginia Polytechnic Institute and
State University
8/31/06
Date

James A. Hyatt
Executive Vice President and Chief
Operating Officer
8/31/06
Date
MEMORANDUM

TO: Gerald Berkley-Coats
FROM: Tracey Gallagher
SUBJECT: Memorandum of Understanding for Cooperative Work between Universidad del Valle de Guatemala and Virginia Tech for the Integrated Pest Management Collaborative Research Support Project
DATE: August 28, 2006

My recommendation to the captioned matter is as follows:

_____ Approved as to form and execution*

____ Approved with recommended changes as noted below

_____ Not approved for reasons indicated below

COMMENTS:

Please call me if you have any questions or comments.

*The following should not be understood as an official opinion of the Attorney General nor construed as an endorsement of the terms/conditions of the referenced agreement. This review addresses only the legal authority of the Commonwealth to enter into this agreement and the enforceability of its terms; the wisdom of the agreement is by law addressed to the sound discretion of responsible officials of the institution/agency.
MEMORANDUM

TO: Mr. David W. Richardson
Assistant Vice President, Sponsored Programs Administration

FROM: S.K. De Datta
Assoc. Provost for International Affairs and Director
Office of International Research, Education and Development

SUBJECT: Signature on Memorandum of Understanding
Virginia Tech-Universidad del Valle (UVG)
IPM CRSP, USAID LWA EPP-A-00-04-00016-00

DATE: August 14, 2006

Attached please find three copies of a Memorandum of Understanding between Universidad del Valle (UVG) and Virginia Tech for collaboration on the IPM CRSP award. This is one of several MOU’s which will be processed with participating collaborating host country institutions with whom we are working on this USAID award.

Please sign all three copies (signatures are found on the last page of each) and upon completion of all, please return to Ms. Debbie Francis at 1060 Litton Reaves-mail code 0334-or you may call her and we will arrange to have someone pick them up.

If you have any questions, please don’t hesitate to contact me or Mrs. Francis at 231-3513.

Thank you.