MEMORANDUM OF UNDERSTANDING
For Cooperative Work:

Between

Makerere University
and the
Integrated Pest Management Collaborative Research Support Program
(hereinafter called IPM CRSP),

Peanut Collaborative Research Support Program (hereinafter called Peanut CRSP),
and other donor-funded collaborative research and education projects
managed by the
Office of International Research Education, and Development (OIRED),
Virginia Polytechnic Institute and State University (Virginia Tech)

This Memorandum of Understanding (MOU) is entered into by and between Makerere University
(hereinafter called Grantor) and Virginia Polytechnic Institute and State University (Virginia Tech)
(hereinafter called Grantee), 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
and other grants managed by OIRED/Virginia Tech;

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 and other grants to OIRED 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:

Goals

A. The goal of the IPM CRSP shall be to enhance and promote IPM in East Africa to: (1) sustain
or increase production of horticultural exports; (2) increase farmer and societal economic
benefits, (3) protect biodiversity and human health, and (4) reduce pesticide residues on agricultural products.

B. The goal of the Peanut CRSP sub-project in Uganda shall be to reduce human exposure to aflatoxins.

C. Other goals as will be expressed in other donor-funded collaborative research and education projects.

Statement of Work

A. The proposals of the IPM CRSP, Peanut CRSP and other donor-funded collaborative research and education projects managed by ORRED/ Virginia Tech, which are incorporated herein and made a part of hereof, led by the Grantor, will be carried out in collaboration with Makerere University. Makerere University will be responsible to Virginia Tech as Grantor for program accomplishments and fiscal accountability. Operational and reporting procedures will be developed in cooperation with ORRED at Virginia Tech.

B. Grantee accepts all the provisions and requirements as set forth in Grant Number U-AG-G-00-93-60355-00 and other ORRED-managed grants, with guidance for compliance to the grant being provided by Virginia Tech.

C. The IPM CRSP is under the direction of the Management Entity (ORRED/Virginia Tech) 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 IPM CRSP 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. The Peanut CRSP sub-project in Uganda is under the direction of ORRED/Virginia Tech with its Management Entity in the University of Georgia, ORRED/Virginia Tech through the PI of this subproject will provide assistance in the management of Peanut CRSP activity under the MOU.

E. ORRED will similarly provide assistance in the management of activities from other donor-funded projects for which they will be the Grantor under the MOU.

F. Ownership and title of equipment, material, and supplies purchased with USAID/IPM CRSP/Peanut CRSP or other grant funds by Makerere University 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.

G. Ownership and title of equipment, materials, and supplies purchased with Makerere University funds for use under this MOU shall be in the name of the Grantee. All property purchased with these funds will be in the custody and control of the Grantor. When required, the Grantee will
present a dated inventory covering all the 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.

H. The IPM CRSP is an interdisciplinary effort and has a Site Coordinator in Uganda. The Peanut CRSP and other donor-funded projects may also work with Site Coordinators there. Work under this MOU should be coordinated and complementary with the overall CRSP research programs in East Africa, as well as with other CRSP sites.

I. The CRSPs are integrated and coordinated programs of individual research projects. 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 the CRSPs should be so viewed. All publications must acknowledge support for USAID the appropriate CRSP, and include the Grant Number. 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, the involved CRSP, or the institutions to which they are attached.

Procedure for Establishment of the Collaborative Research Relationship

With mutual understanding of the CRSPs and their goals, a collaborative research relationship is as follows:

A. Based on previous discussions and consultations on constraints 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 OREAL/ Virginia Tech and Makerere University; (b) a long-term plan of work with Annual Project Revision to implement the research proposal between the participating Institutions with the research project attached detailing research to be done.

C. Any number of Plants of Work following these same procedures may be developed jointly with Makerere University, as appropriate under this Memorandum.

Makerere University Contribution

The contribution of Makerere University will include the following:

1. Combination of collaborative scientists and 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 East Africa collaboration through Makerere University’s office.

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

**CRSP Contribution**

The contribution of IPM CRSP, Peanuts CRSP, and other donor-funded collaborative research and education projects will include the following:

1. Senior scientists for short term work and collaborative research support in East Africa;

2. Graduate research/education for East African personnel at collaborating U.S. institutions as approved in the work plans;

3. Supplies, equipment, and travel for CRSP employed personnel;

4. Travel to U.S. or third countries for certain Makerere University personnel as approved in the respective work plans;

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

6. To provide administration, direction, supervision and collaboration of the CRSPs and other donor-funded collaborative projects with Makerere University. The IPM CRSP, through its Management Entity, will be responsible for written approval of the detailed annual budgets for the work plan financed with IPM CRSP/USAID funds. For the Peanut CRSP, the Uganda, OIRED/Virginia Tech will similarly be responsible for obtaining written approval of the detailed annual budgets for the work plan financed with Peanut CRSP/USAID funds. For other donor-funded collaborative projects with Makerere, OIRED/Virginia Tech will be responsible for obtaining written approval of all detailed budgets and work plans.

7. Control and supervision of all 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 (OIRED/Virginia Tech), 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. The Peanut CRSP is funded by USAID and the collaborating U.S. institutions. The Uganda sub-project is administered by OIRED/Virginia Tech, which is responsible to the Management
Entity for fiscal matters and research progress. Each participating institution in turn is responsible to ORRED/Virginia Tech for project expenditures and research progress.

C. For other donor-funded projects managed by ORRED/Virginia Tech, this entity will be responsible to the management entities of these projects for fiscal matters and research progress. Each participating institution in turn is responsible to ORRED/Virginia Tech for project expenditures and research progress.

D. Detailed Annual Budgets and Work Plans for IPM CRSP will be developed and submitted to the Management Entity by the Site Committee in coordination with and with input provided by Makerere University, and subsequently approved by the Global Technical Committee and USAID/IPM CRSP. Detailed Annual Budgets and Work Plans for the Peanut CRSP sub-project in Uganda will be developed and submitted by a team including the Ugandan researchers and ORRED/Virginia Tech. The same will occur for any other donor-funded projects on which Makerere University and ORRED/Virginia Tech will collaborate.

E. Makerere University or their designated representative institution will be administratively responsible for any funds provided to them for expenditure under IPM CRSP/Peanut CRSP. Other donor-funded projects, and will provide to ORRED/Virginia Tech documentation of expenditures. ORRED/Virginia Tech will be responsible for conducting an external audit, if required by USAID. Makerere University, through the designated U.S. Site Chair or other U.S. lead investigator, will also be responsible for submitting a research progress report to ORRED/Virginia Tech.

F. 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 Uganda and other East African countries, whether the purchase is made in the U.S. locally or in another country.

G. Grantee 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 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. Makerere University 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. Reimbursement will be made based on allowable expenditures reported on the voucher or mutually agreed upon format supported by receipts detailing expenditures. An annual financial report shall be submitted at the end of each CRSP project year (September 28 for IPM CRSP) 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 [Project name] Office of International Research, Education, and Development, 1666 Linton Pkwy, Virginia Tech, Blacksburg, VA 24061-0554 USA.
Duration

A. This MOU shall commence effective February 16, 2003 and terminate February 15, 2008, unless circumstances such as availability of funds from USAID or programmatic decisions by a 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 IFM CRSP/Peaunut CRSP/other project grant by USAID other donor;
2. Acceptance by ORED/Virginia Tech of a request by Makerere University to terminate; or
3. Acceptance by the IFM CRSP Board of Directors of a recommendation to terminate by the IFM CRSP Management Entity
4. Either party may terminate this contract for any reason with 30 days written notice.

A. Makerere University or ORED/Virginia Tech 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.
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.

Prof. Bekunda Mateete,
Dean, Faculty of Agriculture,
Makerere University
date

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

Prof. J.P. Ssebwami
Vice Chancellor, Makerere University
date

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

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