September 29, 2004 to December 31, 2006

MEMORANDUM OF UNDERSTANDING

for Cooperative Work

between

Ministry of Agriculture and Food

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 the Ministry of Agriculture and Food ("MoAF") (hereinafter referred to as subawardee) with the Regional Advisory Center in Durres (RAC Durres) as the National Implementation Counterpart and Virginia Tech (hereinafter referred to as awardee) and supersedes all previous Memoranda of Understanding. The Office of International Research, Education, and Development (OIRED) 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 two awards: 1) the Leader-with-Associate (LWA) Cooperative Agreement Number EPP-A-00-04-00016-00 and 2) Grant #LAG-G-00-93-00053-00;

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 and Grant #LAG-G-00-93-00053-00 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 MoAF'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.ag.vt.edu/ipmcrsp/index.asp - and made a part hereof) led by the Awardee will be carried out in collaboration with the Sub awardee. MoAF 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-00-04-00016-00 and Grant HLAG-G-00-93-00053-00 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 sub awardees 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 MoAF 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 IPM CRSP has a Site Coordinator in Albania. A Site Committee will oversee the implementation of the jointly and collaboratively planned program. Work under this MOU should be coordinated with and complementary to with the overall IPM research program in Albania 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 or Grant #LAG-G-00-93-00053-03, 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 MoAF; 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 MoAF, as appropriate under this Memorandum.

MoAF Contribution

The contribution of MoAF will include the following:

1. Collaborative scientists and IPM CRSP approved programs;

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

3. Site Committee administration, direction and evaluation of the program, and other in-country collaborators.

4. Control and supervision of all MoAF funds (and any funds of subawardees who may be working under the control of MoAF such as RAC funds) 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 Albania;
2. Graduate research/education for MoAF 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 MoAF 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 MoAF. 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 MoAF and other participating Eastern European institutions, and subsequently approved by the IPM CRSP Technical Committee and USAID/IPM CRSP.

C. MoAF, and RAC Durres as 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. MoAF, 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 Albania 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. MoAF 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 any time. 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 IPMCRSP workplan activity.

Duration

A. This MOU shall commence effective September 29, 2004 and terminate December 31, 2006, 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 MoAF 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. MoAF 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.

Seit Shallari, Secretary General  Date
Ministry of Agriculture & Food
BIV. "Dishborte & Kombit"
Tirana, Albania

Arben Molla, Director  Date
Director of Agriculture Program
Ministry of Agriculture & Food
Tirana, Albania

Tatjana Dishnica, Director  Date
Dept. of Science & Extension Service
Ministry of Agriculture & Food
Tirana, Albania

Dr. S.K. De Datta  Date
Associate Provost, International Affairs,
Director, Office of International
Research, Education, and Development;
and Administrative Principal Investigator
IPM CRSP, Virginia Polytechnic Institute
and State University

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

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

James A. Hyatt  Date
Executive Vice President and Chief
Operating Officer, Virginia Polytechnic
Institute and State University