IOWA STATE UNIVERSITY

OF SCIENCE AND TECHNOLOGY February 15, 2011

Patty Arce Environment and Production Technology Division International Food Policy Research Institute 2033 K. Street, NW Washington, DC 20006-1002 Office of Sponsored Programs Administration 1138 Pearson Hall Ames, Iowa 50011-2207 515 294-5225 FAX 515 294-8000 www.ospa.iastate.edu

RE:

Subagreement #2011X019.ISU

Prime Award #EEM-A-00-03-0001-00

ISU Project title: "Subagreement for Building Functional Biosafety Systems"

ISU PI, Manjit Misra; ISU Proposal #113529

Dear Ms. Arce:

Enclosed please find a fully executed original of the referenced document signed by Iowa State University.

Please note that in Appendix I; Certifications, Part V, that the Participant Certification is not signed. It indicates on the form that this certification is required when participant trainees are selected and we are not aware that the trainees have been selected at this time. The selection of trainees is handled by IFPRI, not ISU. We would ask that IFPRI coordinate the trainee's signature on this certification.

Thank you for your assistance in this matter.

Sincerely,

Tammy Polaski

Associate Director Iowa State University

1138 Pearson Hall

Ames, IA 50011-2207

515-294-0983

tra@iastate.edu

cc:

Manjit Misra

Adelaida Harries

Connie Sandve

Lisa Shen

SUBAGREEMENT (2011X019.ISU)

Between

INTERNATIONAL FOOD POLICY RESEARCH INSTITUTE (IFPRI)

And

IOWA STATE UNIVERSITY (ISU)

In any correspondence regarding this Subagreement, please quote: EEM-A-00-03-00001- 00

THIS SUBAGREEMENT is between the International Food Policy Research Institute hereafter referred to as "IFPRI", legally represented by its Director General, and whose offices are at 2033 K Street, Washington, DC 20006, USA, and Iowa State University, hereafter referred to as "ISU", legally represented by its, Office of Sponsored Programs Administration and whose offices are at 1138 Pearson Hall, Ames, Iowa 50011-2207.

WHEREAS, this Subagreement is pursuant to support provided for a program entitled "Building Functional Biosafety Systems" as authorized under the applicable provisions of the prime Leader Award No. EEM-A-00-03-00001-00 issued to IFPRI by the United States Agency for International Development, dated 04/01/04. Conditions put upon IFPRI by USAID under this Leader Award may be put upon ISU in case they affect this Subagreement.

THEREFORE, under the Leader Award, IFPRI and ISU enter into this Subagreement. **ISU** agrees that it will perform the services called for herein and IFPRI agrees that it will compensate **ISU** in the amount and under the terms and conditions enumerated in this Subagreement. **ISU** and IFPRI further understand that this Subagreement consists of this document and the following Appendices:

A 1: A	Market Control Desiring Control Desiring AND Market Control Desiring Contr
Appendix A	Mandatory Standard Provisions for U.S., Nongovernmental Recipients AND Mandatory Standard Provisions for
	U.S. Nongovernmental Recipients When Activities Are Undertaken Outside the U.S. (Available online at: The full
. " P	text can be found at following website: http://www.usaid.gov/policy/ads/300/303mab.pdf
Appendix B	Work Plan and Terms of Reference
Appendix C	Subagreement Budget
Appendix D	OMB Circular A-133 Audit of States, Local Governments, Non-Profit Organizations & A-21 Cost Principles for
	Non-Profit Organization. The full text can be found at following website:
	http://www.whitehouse.gov/omb/rewrite/circulars/a133/a133.html
	http://www.whitehouse.gov/omb/circulars_a021_2004/
Appendix E	37 CFR Part 401 Rights to Inventions Made by Nonprofit Organizations and Small Business Firms. The full text
	can be found at following website:
	http://law.justia.com/us/cfr/title37/37cfr401 main 02.html
Appendix F	Schedule 22 CFR 226 "Administration of Assistance Awards to U.S. Non-Governmental Organizations. The full
	text can be found at following website:
	http://law.justia.com/us/cfr/title22/22cfr226 main 02.html
Appendix G	Schedule 22 CFR 228 "Rules on Source, Origin and Nationality for Commodities and Services Financed by
	USAID". The full text can be found at following website:
	http://www.usaid.gov/policy/ads/22cfr228.pdf
Appendix H	OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements With Institutions of
	Higher Education, Hospitals, and Other Non-Profit Organizations". The full text can be found at following website:
	http://www.whitehouse.gov/omb/rewrite/circulars/a110/a110.html
Appendix I	Certifications
Appendix J	International Travel Notification Form
Appendix K	Financial Reporting and Reimbursement Request Forms
Appendix L	IFPRI Intellectual Property Policy

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ARTICLE I - PURPOSE OF SUBAGREEMENT

The purpose of this Subagreement is to provide financial support for collaborative regulatory and technical supports activities as part of a program entitled, "The Program for Biosafety Systems (PBS)" as more fully described in Appendix B, "Work Plan". ISU researchers and staff shall follow the tasks identified in the Work Plan incorporated herein.

ARTICLE II - PERIOD OF SUBAGREEMENT

The start date of this Subagreement is October 1, 2010, and the completion and expiration date is September 30, 2011 unless terminated earlier or extended by mutual written agreement of all parties. The Subagreement may in any event be terminated by IFPRI if funding is not, or no longer, provided by USAID.

In the event the time prescribed herein should prove insufficient for ISU to carry out the project objectives provided herein, IFPRI may provide such extension of the period of the Subagreement as may be deemed advisable. Any extension will be effective only upon the execution of a written amendment to this Subagreement for this purpose, signed by both parties and with prior written approval of USAID, should USAID so require. All requests for extensions must be received in writing by IFPRI prior to the expiration date.

Expenditures incurred prior to the beginning date or subsequent to the termination date are unallowable. All expenditures paid with funds provided by this Subagreement must be incurred by ISU in pursuit of project objectives, which take place during this period unless otherwise stipulated.

ARTICLE III - AMOUNT OF SUBAGREEMENT

The total estimated amount of the Subagreement shall not exceed US\$149,864 (One Hundred Forty Nine Thousand Eight Hundred Sixty Four US Dollars) per the budget listed as Appendix C. IFPRI obligates the amount of US\$ 149,864 (One Hundred Forty Nine Thousand Eight Hundred Sixty Four US Dollars). It is agreed that there is no obligation nor liability on the part of IFPRI to disburse ISU for any expenditures that ISU shall make that exceed the amounts obligated to ISU for work under this Subagreement.

Because this Subagreement is incrementally funded, funds obligated hereunder are only anticipated to be sufficient for project expenditures through September 30, 2011.

The total estimated amount and the obligated amount of this Subagreement may be subject to revision upon the execution of an amendment to this Subagreement for this purpose, signed by both parties and with prior written approval of USAID, should USAID so require. Revisions to the budget shall be made in accordance with 22 CFR 226.25 (Appendix F).

ARTICLE IV - ALLOWABLE COSTS

ISU agrees to comply with the requirements of OMB Circular A-21, Principles for Determining Costs Applicable to Grants, Contracts and Other Agreements with Educational Institutions and OMB Circular A -110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

- A. For performance of this Subagreement, IFPRI shall reimburse ISU for allowable costs that are reasonable, allocable and allowable in accordance with the terms of this Subagreement.
- B. Indirect costs and fringe benefits included in the budgets should be based on the most recent Negotiated Indirect Cost Rate Agreement (NICRA) with USAID or other federally negotiated rate agreement, A copy of the NICRA or other form of justification of rates must be submitted with annual budgets.
- C. ISU's total costs incurred on this project shall not exceed the total estimated or total obligated amount of this Subagreement, whichever is less.

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- D. Project costs shall only be incurred in accordance with the Standard Provisions for the Leader Award and within ISU's established policies and procedures provided such policies and procedures are in compliance with USAID regulations that govern this Agreement.
- E. ISU shall only be disbursed for expenses incurred on this project that are in accordance with the attached approved budget and that are incurred during the period of the Subagreement.
- F. Upon request by IFPRI, ISU shall refund any amounts determined to be unallowable expenditures as a result of an audit by IFPRI or by the U.S. Federal Government. ISU, however, shall have the right to try to establish allowability of any such item of cost under this Sub-agreement.
- G. Equipment means tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. Purchase of equipment meeting this definition requires prior approval of IFPRI.

ARTICLE V - COST-SHARING

The Cost Share Match of expenditures from non-Federal funds is a legal requirement of the USAID funded Cooperative Agreement. Liquidated damages may be charged by USAID if the agreed upon Cost Share Match is not met.

Collaborator agrees to contribute its share of the agreed upon Cost Share Match, which shall be at least equal to 10% match on the negotiated budget and up to a target of a 16% cost match. Specifically, based on the currently approved budget, the Cost Share Match for Collaborator would equal or exceed US\$ 17,090 (Seventeen Thousand Nine US Dollar).

Collaborator will make these matching expenditures on an ongoing basis and insure that its Cost Share Match is always at a level that is equal to at least 10% of the total cumulative amount it has expended under this subagreement as of the end of the period for which its financial report and invoice is submitted. In determining reimbursable costs, the Cost Share Match must be indicated as a deduction from total cost incurred on each invoice.

While ISU will only need to report its Cost Share Match on an aggregate basis, it will be subject to monitoring and audit by IFPRI and the Government. Cost Sharing will be in accordance with the Standard Provisions and OMB Circular A-110, Subpart C, Section 23 (as periodically amended), included as Appendix H.

The source, origin, and nationality requirements and the restricted goods provision established in the Mandatory Standard Provision entitled "USAID Eligibility Rules for Goods and Services" do not apply to cost sharing expenditures.

ARTICLE VI - PAYMENT

ISU shall invoice IFPRI no more often than quarterly, using the Financial Reporting and Request Form, specified in Attachment K. Invoices shall quote the Subagreement number and show the period for which reimbursement is being requested. IFPRI agrees to reimburse ISU for its allowable expenses under this award within 30 (thirty) days of receipt of ISU invoice and financial report. IFPRI agrees to inform ISU of any problems with ISU's invoice submission that would delay payment of the invoice within 15 (fifteen) days of receipt of invoice.

A "Final" invoice shall be submitted within 60 (sixty) days after the end of the period of the Subagreement indicated in ARTICLE II and it shall be marked FINAL. The FINAL invoice shall be used as the final report of expenditures for ISU and it shall contain a summary of expenses (as an attachment) by budget category itemized in Appendix C.

A "Closeout Invoice" shall be submitted to IFPRI, identifying only additional costs, related to final actual, audited and government approved indirect costs incurred on the project. This "Closeout Invoice" shall be submitted to IFPRI within 45 days of government approval of ISU's actual indirect cost rates for the final year of the PBS Project. This invoice may result in additional payments to ISU or in ISU repaying IFPRI for Indirect Charge payments made to it that were in excess of its actual indirect costs for that period.

In no event shall payments to ISU exceed the Subagreement amount specified in Article III - AMOUNT OF SUBAGREEMENT.

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Invoices shall be submitted to:

Dzung Kim Vo IFPRI/EPTD 2033 K Street, N.W. Washington, D.C. 20006, USA

Except as otherwise indicated in 22 CFR 226.25 (Appendix F) entitled "Revision of Grant Budget", ISU may adjust the line items as reasonably necessary to achieve the goals of the program and following approval by IFPRI

ARTICLE VII – PROHIBITION AGAINST PROFIT

According to CFR 226.81, no funds from this Subagreement shall be paid to ISU as profit. Profit is an amount in excess of allowable direct and indirect costs.

ARTICLE VIII - REPORTS

(a) Financial Reports

ISU shall submit to IFPRI quarterly financial reports within 30 days after the end of each reporting quarter. These reports are to be submitted to IFPRI, addressed to the attention of the department indicated in Article VI, above. In additional to quarterly financial report ISU should submit quarterly accrual report, showing the actual and estimated expenditures, no later than 10th day of last month of each calendar quarter.

The financial report corresponding to the end of the term of this agreement as indicated in ARTICLE II of the Subagreement shall be submitted within 45 days of the end date. Any unspent funds must be returned to IFPRI at that time

Final expenditure activity related to costs incurred in the final year of this agreement for year end indirect rate adjustments (if applicable) must be submitted on a Final financial report within 90 days of ending. This final expenditure report may result in an additional payment to ISUor in ISU refunding to IFPRI the amount of budgeted indirect expenditures claimed in excess of actual indirect costs for that period

(b) Technical Reports

ISU shall submit to IFPRI quarterly progress report no later than 15 days after the quarter ends.

ARTICLE IX - AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this Subagreement is Code 000 (United State). In addition, the Cooperating Countries are an authorized source for local procurement in accordance with 22 CFR 228.40 (Appendix G) and Section 16 Local Procurement, Mandatory Standard Provisions (Appendix A).

ARTICLE X - TRAVEL

Reference is made to the Standard Provisions (Appendix A). The USAID Cognizant Technical Officer must be notified of all international travel funded under this Subagreement in advance of the commencement of the travel. Travel must make use of US carriers as it is available and as indicated in the Standard Provisions attached hereto.

International Travel Notification Forms (Appendix J) must be submitted through the PBS Program Director at IFPRI, forty-five (45) days prior to the departure date. IFPRI will notify USAID.

In the interest of maximum uniformity, in all non-US locales, lodging and per diem cannot exceed the maximum limit as listed in the Maximum Travel Per Diem Allowances for Foreign Areas as issued by the U.S. Department of State (available online at

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http://www.state.gov/m/a/als/prdm/). For travel within the United States and contiguous areas, the Domestic Per Diem Rates must be utilized (available at http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/perd03d.txt)

ARTICLE XI - AUDIT REPORTS and RECORDS

ISU agrees to comply with the requirements of OMB Circular A-133, Audits of Institutions of Higher Education and Other Nonprofit Institutions. ISU further agrees to provide IFPRI with a copy of the yearly A-133 Audit Report, including any findings by its independent auditor of instances of non-compliance with USAID award provisions, U.S. federal laws, and regulations. In cases of such non-compliance, ISU shall provide copies of its responses to the auditors' reports and a plan for corrective action within 45 days of completion of the annual audit. All records and reports prepared in accord with the requirements of OMB Circular A-133 as appropriate shall be available for inspection by representatives of IFPRI, USAID or the U.S. Federal Government during normal business hours.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the end of the 3-year period, the records shall be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

IFPRI and US Government, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of ISU which are directly pertinent to the Subagreement for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE XII- TERMINATION AND SUSPENSION

(a) Termination for Cause

This Subagreement may be terminated in whole or in part at any time before the date of completion, whenever it is determined that ISU has failed to comply with the conditions of the Subagreement, or is in default. In addition, this Subagreement may be terminated because of circumstances beyond the control of IFPRI.

IFPRI reserves the right to terminate this Subagreement or take other appropriate measures if ISU or a key individual of ISU is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

IFPRI shall promptly notify ISU in writing of the determination and reasons for the termination, together with the effective date, and the remedial actions to be taken by ISU. Payments made to recipients or recoveries by the Federal sponsoring agency under grants or other Subagreements terminated for cause shall be in accordance with the legal rights and liabilities of the parties.

(b) Termination for Convenience

This Subagreement may be terminated in whole or in part by either party when the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. IFPRI and ISU shall agree upon the termination conditions, including the effective date, and, in the case of partial terminations, the portion to be terminated. ISU shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.

(c) Termination or Suspension for Changed Circumstances

If at any time USAID or IFPRI determines that continuation of all or part of the funding for a project should be suspended or terminated because such assistance would not be in the national interest of the United States or would be in violation of an applicable law, then IFPRI may, following notice to ISU, suspend or terminate this Subagreement in whole or part and prohibit ISU from incurring additional obligations chargeable to this Subagreement other than those costs specified in the notice of suspension during the period of suspension. If the situation causing the suspension continues for sixty (60) days or more, then IFPRI may terminate this grant on written notice to ISU and cancel the portion of this Subagreement, which has not been disbursed or irrevocably committed to ISU.

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(d) Termination Procedures

Upon receipt of and in accordance with a termination notice as specified above, ISU shall take immediate action to minimize all expenditures and obligations financed by this Subagreement and shall cancel such unliquidated obligations whenever possible. Except as provided below, no further disbursement shall be made after the effective date of termination.

ISU shall within thirty-(30) calendar days after the effective date of such termination repay to IFPRI all unexpended funds, which are not otherwise obligated by a legally binding transaction applicable to this Subagreement. Should the funds paid by IFPRI to ISU prior to the effective date of the termination of this Subagreement be insufficient to cover ISU's obligations in the legally binding transaction, ISU may submit to IFPRI within ninety (90) calendar days after the effective date of such termination a written claim covering such obligations.

ARTICLE XIII - DISPUTES

Except as otherwise provided for in this Subagreement, in event of any dispute covering a fact or law arising under this Subagreement that cannot be resolved by mutual consent, IFPRI shall render a decision in writing to ISU. Such decision, if not acceptable to ISU may be appealed to an arbitration committee. Members of this committee shall number three persons and will be selected as follows: one member will be selected by IFPRI; one member will be selected by ISU. The first two members of the committee shall select a third mutually agreeable member. The decision of this Committee shall be final. Conflicts shall be resolved in accordance with article XXII of this Subagreement.

ARTICLE XIV - ASSURANCES

(a) Equal Employment Opportunity

ISU certifies that it is in compliance with E.O. 11246, "Equal Employment Opportunity, as amended by E.O. 11375, "amending Executive Order 11246 Relating to Equal Employment Opportunity," as supplemented by regulations at 41 CFR Chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment, and the Department of Labor."

(b) Delinquent Federal Debt

ISU certifies that it is not delinquent on the repayment of any U.S. Federal debt.

(c) Debarment and Suspension

ISU shall comply with the nonprocurement debarment and suspension common rule implementing E.O.s 12549 and 12689, "Debarment and Suspension," 22 CFR Part 208. ISU certifies that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal department or agency.

(d) Drug-Free Workplace

ISU certifies that it will provide a drug-free workplace.

(e) Certification Regarding Lobbying

ISU agrees to comply with the requirements of OMB Circular A-110 regarding lobbying.

(f) Clean Air Act and the Federal Water Pollution Control Act

ISU agrees to comply with all applicable standards, orders or regulation issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Violations shall be reported to USAID and the Regional Office of the Environmental Protection Agency (EPA).

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(g) Terrorist Financing

In accordance with the resolutions of the United Nations Security Council (S/RES/1269 (1999), S/RES/1368 (2001) and S/RES/1373 (2001), the recipient undertakes to use reasonable efforts to ensure that none of the USAID funds provided under this Subagreement are used to provide support to individuals associated with terrorism. In addition, the following shall apply: ISU is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of ISU to ensure compliance with these Executive Orders and laws. This provision must also be included in all contracts issued under this Subagreement. A list of these names can be found at the web site of the Office of Foreign Assets Control (OFAC) within the Department of Treasury. The web site is http://treasury.gov/ofac.

ARTICLE XV – EXPORT CONTROLS

ISU shall comply in all respects with U.S. statutes, regulations, and administrative requirements regarding ISU relationships with non-U.S. governmental and quasi-governmental entities including, but not limited to, the export control regulations of the International Traffic in Arms Regulations ("ITAR") and the Export Administration Act ("EAA"), the anti-boycott and embargo regulations, and guidelines issued under the EAA, and the regulations of the U.S. Department of the Treasury, Office of Foreign Assets Control.

With respect to any export-controlled confidential information or technical data, IFPRI shall notify ISU in writing – prior to disclosing such information – of the nature and extent of the export controls (for example, Commerce Control List designations, reasons for control, countries for which an export license is required). ISU shall have the right to decline any such information or task requiring access to such information.

ARTICLE XVI – FOREIGN CORRUPT PRACTICES ACT

ISU acknowledges and understands that it must comply fully with the anti-bribery provisions of the U.S. Foreign Corrupt Practices Act, as amended ("FCPA"). Specifically, ISU understands and agrees that it shall be unlawful for ISU and/or any officer, director, employee or agent of the ISU to make any kind of offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to either:

- a. any foreign official (or foreign political party) for purposes of either influencing any act or decision of such foreign official in his official capacity, or inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage, or inducing such foreign official to use his influence with a foreign government, or instrumentality thereof, to affect or influence any act or decision of such government or instrumentality in order to assist such person in obtaining or retaining business for or with, or directing business to any person; or
- b. <u>any person</u>, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official (or foreign political party), or to any candidate for foreign political office, for any of the prohibited purposes described above.

Further, ISU acknowledges that "foreign official" means any officer or employee of a non-US government or any department, agency or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality.

ARTICLE XVII - AMENDMENTS

All mutually agreed upon changes to this Subagreement must be processed through IFPRI and ISU Offices at the following addresses:

International Food Policy Research Institute Office of the Director General 2033 K Street, NW Washington, D.C. 20006, USA

and

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ISU

Address: 1138 Pearson Hall Ames, Iowa 50011-2207

Phone: 515-294-5225 Fax: 515-294-8000

ARTICLE XVIII - INTELLECTUAL PROPERTY

In accordance with USAID standards for materials produced with USAID grants shall be adhered to.

The Department of Commerce regulations entitled "Rights in Inventions Made by Nonprofit Organizations and Small Business Firms" set forth in 37 CFR Part 401 (Appendix E) shall govern rights, title, disclosure, filings, etc., of any invention resulting from the work performed by ISU hereunder. ISU agrees to comply with and be bound by the terms and conditions of these regulations.

All materials produced by ISU personnel under the terms of this Subagreement—written, graphic, film, magnetic tape, or otherwise – shall be and remain the sole property of ISU. USAID and IFPRI reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, translate or otherwise use, and to authorize others to use such material for non-commercial research purposes. All materials produced by IFPRI personnel under the terms of this Subagreement—written, graphic, film, magnetic tape, or otherwise – shall be and remain the sole property of IFPRI.

In accordance with the above, IFPRI views its research output as international public goods which should be freely available to all. A copy of IFPRI's Board approved Intellectual Property Policy is attached as Appendix L.

All intellectual property generated from a joint activity under Subagreement shall be jointly owned by IFPRI and ISU.

ARTICLE XIX - PARTIAL INVALIDITY

If any provision of this Subagreement or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of the Subagreement or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable shall be unaffected thereby and each provision of the Subagreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XX - COMPLIANCE WITH LAWS

ISU agrees to comply with all laws, statutes, regulations, rulings or enactments of any Governmental authority that are applicable to the work described in the Standard Provisions for the Leader Award, or which in any way pertain to said work.

ARTICLE XXI - KEY PERSONNEL

In accordance with the Standard Provisions for the Associate Cooperative Agreement, the USAID CTO will approve the designation of key personnel and replacement of key personnel, including at the lead institution and significant partner institutions in the program.

For the purposes of this Subagreement, the Principal Investigator for ISU is Manjit Misra. The Principal Investigator for IFPRI is Dr. Judith Chambers. The Principal Investigators are not authorized to change any element of this Subagreement. All changes shall be consummated by formal written amendment and processed according to Article XVII. If Manjit Misra cease(s) to serve as principal investigator, the decision as to continuance of this Subagreement will be made by IFPRI on the basis of information supplied by ISU.

Within thirty (30) days after the date of execution of this Subagreement, ISU shall furnish brief biographical sketches if these have not been previously furnished, including information on the education and experience, of key personnel, and shall also provide similar information concerning such new key personnel as may subsequently be assigned by ISU to duties in connection with the Subagreement.

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ARTICLE XXII- LIABILITY

In any dispute or litigation between the parties arising out of the performance or breach of this Subagreement, each party must bear its own costs, including attorney's fees and expenses.

ARTICLE XXIII – RESOLUTION OF CONFLICTS

Conflicts between any of the Appendices of this Subagreement shall be resolved by applying the following descending order of precedence:

- i. Federal Regulations and Guidelines, including but not limited to those found in Appendices A, D, E, F, G, and H;
- ii. This Subagreement:
- Appendix C-The Subagreement Budget; iii.
- Appendix B- Work Plan and Terms of Reference iv.

ARTICLE XXIV - ENTIRE SUBAGREEMENT

It is expressly agreed by the parties hereto that for the work hereunder, this Subagreement constitutes the entire and only Subagreement between the parties.

ARTICLE XXV- ALTERATIONS TO STANDARD PROVISIONS, APPENDIX A

It is understood and agreed that as used in these standard provisions, if and where feasible:

References to "Grant" shall mean this "Subagreement."

References to "Grantee," "Recipient" "Subrecipient" shall mean "ISU."

References to "USAID," "Government" or "U.S. Treasury" shall mean "IFPRI".

IN WITNESS THEREOF, IFPRI and ISU have executed this Subagreement.

International Food Policy Research Institute (IFPRI)

Address: 2033 K Street, NW, Washington, DC, 20006, U. S.A.

Dr. Judith Chambers

Title: Program Director

Date: January 21, 2011

Dr. Mark Rosegrant

Title: Division Director

Date: January 21, 2011

James Fields

Controller ate: January 21, 2011 Iowa State University

Office of Sponsored Programs Administration

Address: 2138 Pearson Hall, Ames, Iowa 50011-2207

Manjit Misra

Title: Director, BIGMAP

Date:

Associate Director

ponsored Programs Administration

Date: owa State University

APPENDIX B - WORK PLAN

The work plan defines a role for additional technical expertise provided by ISU-BIGMAP in support of the key goals and objectives of the Program for Biosafety Systems (PBS). ISU-BIGMAP has institutional strengths in the areas of:

- 1. general agriculture biosafety expertise
- 2. seed systems as a platform for the integration of biotechnology
- 3. animal biotechnology regulatory expertise
- 4. process management as a participatory approach to develop rational biosafety processes and procedural templates

This exact nature of activities and expertise that will be tapped by PBS will vary from country to country depending on the specific need and their (country's) level of readiness. In some cases, PBS will rely on BIGMAP expertise to complement a training program or capacity building activity. With respect to process management, it is expected that BIGMAP faculty and staff will be more substantively involved in the planning and implementation of workshops, either at the national or regional levels.

The ISU-BIGMAP team will consist of Ms. Adelaida Harries, Dr. Jeff Wolt, Dr. Joe Cortes, Dr. Scott Hurd, Dr. James Okeno and Regina Hendrickson (A brief bio for these individuals is attached at the end of this work plan).

Ms Harries will be the team leader, participate in PBS planning and management meetings and will bring the BIGMAP team together to conduct the needed activities. Dr. Wolt's role will be to provide training in risk assessment and reviewing risk assessment documents for plant biotechnology. Dr. Hurd is a veterinarian who served as the deputy undersecretary of food safety at the USDA. His role will be to provide training and reviewing in risk assessment for animal biotechnology and food safety. Dr. Cortes has been involved in process management activities for harmonization of seed policies and regulations in different parts of the world and will bring this experience to training and manual development activities on biosafety. His role will be to provide training in process management with Ms. Harries and the development of the procedures manual for biosafety. Dr. Okeno has considerable experience in biosafety policies and regulations in Africa. His role will provide technical support in the development and implementation of the training programs. Regina Hendrickson will provide support in material preparation for workshops and logistical activities.

Expected Deliverables

Although the activities will vary from country to country and from time to time, the following provides an overview snapshot of expected BIGMAP involvement with PBS programs.

Country	Process Management	Technical worshops/services	Animal biosafety expertise
Indonesia	x	x	
Vietnam	х	x	х
Malawi		x (net mapping)	
Kenya	х	x	x
Nigeria	x	x	x

Specific activities and involvement will be directly requested by the PBS Director, in conjunction with the local program staff, as needed.

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Nigeria Example

To further show how BIGMAP will add value, a more detailed plan is presented for Nigeria, where a role for BIGMAP's involvement has been more clearly delineated. In Nigeria, we envision supporting the two activities, i.e. the "policy development" and "training and capacity development" as outlined in the PBS document "A concept note for further engagement in Nigeria".

BIGMAP will provide services in the following activities:

Activity 1: Support policy development

1. Provide training/ capacity to key policies and regulatory groups.

Utilizing the draft biosafety bill as the spring board, BIGMAP will explain process management applied to biosafety in seminars for politicians, senior cabinet level officials and parliamentarians/legislators. Often political opposition may develop despite firm foundations in science due to vested interests, trade issues, constituency influence, and lack of awareness. Political will or lack thereof, however, is a key component in the adoption of technology and can influence market acceptance. Process management training of cross-ministerial (Trade, Health, Agriculture, Environment, Science and Technology, Justice) professionals will bring synergies to insure comprehensive understanding throughout the government to eliminate inter-ministerial confusion and tension. The indicator will be the number of parliamentarians with improved understanding of biosafety issues.

2. Support regulations development and implementation using process management

Process management is a tool widely utilized in the public and private sector to control the processes, procedures, and activities of a government agency to streamline operations. Process management is also an appropriate tool for developing a quality system for the implementation of biosafety regulations. The development of practical and implementable regulatory systems based on process management ensures that GM products are objectively and methodically evaluated for approval or rejection based on science. We will develop process management manual for the environmental release of GM crops and use the manual for development and implementation of regulations.

Activity 2: Support training and capacity building

3. Build capacity of the National Biosafety Office

BIGMAP will identify and conduct training with regard to National Biosafety Office staff on process management. The specific procedures of the process management manual will be used as the base for the training of the authorities. The Process Management Manual contain the risk analysis of the GM products for environmental release, including risk assessment, risk management, and risk communication.

The indicator will be the number of national officials trained with a clear understanding of biosafety regulations.

4. Support capacity building to product developers

BIGMAP will provide training to developers as well as controllers on the preparation of application dossier based on the requirements of the regulations and procedures agreed in the process management manual. The indicator will be the number of applicants and official controllers trained.

Appendix C- ISU BUDGET

Appendix C- 130 BODGE1	Level of	Unit cost	# of Unit (month)	USAID	ISU Match
Cost categories	Effort				
A. Salaries and Wages ISU Staff					
Project Team Leader (A. Harries)		4,783	3.0	14,349	4,783
Risk Assessment Specialist (J. Wolt)		12,208	1.0	12,208	5,494
Process Management Specialist (J. Cortes)		8,568	1.5	12,852	
Regulatory Specialist (J. Okeno)		4,167	3.0	12,501	
Animal Biotechnology and Food Safety Specialist (S. Hurd)		11,916	1.0	11,916	
Materials Preparation Specialist (R. Hendrickson)		3,896	1.0	3,896	
Student Assistant		1,000	2.0	2,000	
Sub-Total Salaries and Wages				69,722	10,277
B. Fringe Benefits					
Project Team Leader (A. Harries) 35.40%				5,080	1,693
Risk Assessment Specialist (J. Wolt) 29.00%				3,540	1,593
Process Management Specialist (J. Cortes) 35.40%				4,550	
Regulatory Specialist (J. Okeno) 20.20%				2,525	
Animal Biotech and Food Safety Specialist (S. Hurd)29.00%				3,456	
Materials Preparation Specialist (R. Hendrickson) 35.40%				1,379	
Sub-Total Fringe Benefits				20,530	3,286
C. Travel					
International Travel				23,760	
National Travel Planning Meetings Team Leader				1,240	
Sub-Total Travels				25,000	
D. Equipment					
Sub-Total Equipment					
E. Supplies and Materials					
Supplies and Materials				2,687	
Communication				1,000	
Sub-Total Supplies and Services				3,687	
F. Contractual					
Sub-Total Contractual					
G. Construction (N/A)	_				
H. Others (meeting, training, other program expenses)	1				
Sub-Total Others					
I. Total Direct Costs				\$118,940	\$13,563
J. Indirect Costs	26%			30,924	3,526
K. TOTALS				\$149,864	\$17,090

APPENDIX I - CERTIFICATIONS

APPENDIX J – INTERNATIONAL TRAVEL NOTIFICATION FORM

APPENDIX K - Financial Reporting and Reimbursement Request Forms

APPENDIX L – IFPRI INTELLECTUAL PROPERTY POLICY

PART III: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

- (a) Instructions for Certification
- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," ineligible, "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, has the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. 1/ You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier covered Transaction," 2/ without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier

Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Solicitation No.:

Application/Proposal No.:

Date of Application/Proposal:

Name of Applicant/Subgrantee:

Typed Name and Title

Signature:

EEM-A-00-03-00001-00

Tammy Polaski

Associate Director

Office of Sponsored Programs Administration
Iowa State University

Tammy Polaski

Associate Director

Office of Sponsored Programs Administration
Iowa State University

1/ See ADS Chapter 303, 22 CFR 208.

2/ For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the USAID grant standard provision for U.S. nongovernmental organizations entitled "Debarment, Suspension, and Related Matters" (see ADS Chapter 303), or in the USAID grant standard provision for non-U.S. nongovernmental organizations entitled "Debarment, Suspension, and Other Responsibility Matters" (see ADS Chapter 303).

PART IV: KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

I hereby certify that within the last ten years:

- 1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
 - 2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
- 3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

~1.

Signature:	1 (Cuisa
Date:	02/14/2011
Name:	MANJIT K. MISRA
Title/Position:	Divector
Organization:	Down State university
Address:	Down State university
	0
Date of Birth:	10/02/1948.

NOTICE:

- 1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
 - 2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

PART V: PARTICIPANT CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

- 1. I hereby certify that within the last ten years:
- a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
 - b. I am not and have not been an illicit trafficker in any such drug or controlled substance.
- c. I am not or have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.
- 2. I understand that USAID may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my USAID training.

Signature:		
Name:		
Date:		
Address:	Will be required when participant trainees are selected.	
Date of Birth:		_

NOTICE:

- 1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain participants must sign this Certification.
 - 2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

FORMATS: Rev. 06/16/97 (ADS 303.6, E303.5.6a) When these Certifications, Assurances, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement". The recipient must obtain from each identified subgrantee and (sub)contractor, and submit with its application/proposal, the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Transactions, set forth in Attachment A hereto. The recipient should reproduce additional copies as necessary. See ADS Chapter E303.5.6a, 22 CFR 208, Annex1, App A. For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the grant standard provision entitled "Debarment, Suspension, and Related Matters" if the recipient is a U.S. nongovernmental organization, or in the grant standard provision entitled "Debarment, Suspension, and Other Responsibility Matters" if the recipient is a non-U.S. nongovernmental organization.

PART VI: IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING

"The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement."

"As a condition of entering into the referenced agreement, [name of organization] hereby certifies that it has not provided and will not provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity, including but not limited to the individuals and entities listed in the Annex to Executive Order 13224 and other such individuals and entities that may be later designated by the United States under any of the following authorities: § 219 of the Immigration and Nationality Act, as amended (8 U.S.C. § 1189), the International Emergency Economic Powers Act (50 U.S.C. § 1701 et seq.), the National Emergencies Act (50 U.S.C. § 1601 et seq.), or § 212(a)(3)(B) of the Immigration and Nationality Act, as amended by the USA Patriot Act of 2001, Pub. L. 107- 56 (October 26, 2001)(8 U.S.C. § 1182). [Name of organization] further certifies that it will not provide material support or resources to any individual or entity that it knows, or has reason to know, is acting as an agent for any individual or entity that advocates, plans, sponsors, engages in, or has engaged in, terrorist activity, or that has been so designated, or will immediately cease such support if an entity is so designated after the date of the referenced agreement.

For purposes of this certification, "material support and resources" includes currency or other financial securities, financial services, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

For purposes of this certification, "engage in terrorist activity" shall have the same meaning as in section 212(a)(3)(B)(iv) of the Immigration and Nationality Act, as amended (8 U.S.C. § 1182(a)(3)(B)(iv)). For purposes of this certification, "entity" means a partnership, association, corporation, or other organization, group, or subgroup.

This certification is an express term and condition of the agreement and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term."

Solicitation No.:	EEM-A-00-03-00001-00		
Application/Proposal No.: Date of Application/Proposal:	Tammy Polaski		
Name of Applicant/Subgrantee:	Associate Director		
Typed Name and Title	Office of Sponsored Programs Administration lowa State University		
Signature:	Tammy Polaski		
	2/14/11		

AppendixJ



Program for Biosafety Systems Building Functional Biosafety Systems

c/o IFPRI 2033 K Street, NW Washington DC, 20006-1002 USA Tel: +1.202.862.5600

Travel Notification and Authorization Form

To:, CTO,	USAID/W				
Thru: PBS Program	n Director				
From:					
Person(s) Traveling	Destination Country	Dates in Country	Lodging Information	In-country Contact Information	Require Mission Assistance (Y/N)
Purpose of Travel:					
Budget Clearance:	Sr. Contracts & Grants Administrator		Charge to: Organization/Budget code		
Approved by:					
Signature of Program Director/	Date	Sig	nature of USAID Program C	Officer/Date	

Appendixk

Program for Biosafety Systems (PBS)

Financial Reporting and Reimbursement Request FORM 2-- SUMMARY BY COUNTRY/REGION IN US \$

Organization Name:

Organization Contact Person Name & Tel No.:

(

Organization Invoice No.:

1 Year 3

Period of Report and Expenses:

Date Report Prepared:

Page: _ of __

	USAID Charges	Matching Costs	Total Expenses
Global	•		
Asia Region	0	0	0
Asia Country 1	0	0	0
Asia Country 2	0	0	0
Asia Country 3	0	0	0
Asia Country 4	0	0	0
Subtotal for Asia	0	0	0
East Africa Region			0
Kenya	0	0	0
Uganda		0	0
E. Africa Country 3	0	0	0
E. Africa Country 4	0	0	0
Subtotal for East Africa	0	0	0
Southern Africa Reigon	0	0	0
Malawi		0	0
W. Africa Country 2	0	0	0
W. Africa Country 3	0	0	0
W. Africa Country 4	0	0	0
Subtotal for South Africa	0	0	0
TOTAL BY COUNTRY/REGION	0	0	0

The Program for Biosafety Systems (PBS)

Financial Reporting and Reimbursement Request Form Cover Sheet

I. Reporting Organization Identification Information
A. Organization Name and Address: B. Org. Contact Person for Financial Report: C. Org. Contact Person Tel. No.: D. Org. Contact Person Fax No.: E. Org. Contact Person E-mail Address:
II. Subaward Number:
III. Reporting Period, Invoice Number, Amount, and Certification:
A. Report and Reimbursement Request for Period: mm/dd/yy-mm/dd/yy B. Reporting Organization Invoice No:
C. Invoice Amount: \$ 0
D. Reporting Organization Certification:
been prepared from the books and records of the Subawardee in accordance with the terms of the the Subagreement. The undersigned further certifies that all payments requested and matching expenses identified are for appropriate purposes and in accordance with the terms of the Subagreement.
(Signature of authorized organization representative) Date
IV. Reporting Organization Payment Remittance Instructions:
 Bank Name: Bank Address: ABA #:: Account #:: Swift Code: Other:
V. General Instructions:
The attached financial reporting and reimbursement forms along with proper documentation to support invoiced costs should be submitted to IFPRI Accounting Department, 2033 K Street,

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Washington, DC 20006 by the 20th day following the end of the payment month. If approved, these costs will be reimbursed to the invoicing organization within 30 calendar days of invoice receipt. Adequate documentation to substantiate claimed costs should be submitted along with the report, including but not limited to: original copies of receipts, copies sub and consultant agreements, purchase orders, and documentation of time charges (e.g. timesheets).

All financial reporting and expense information submitted for reimbursement must be broken out, using the attached reporting formats.

If you have any questions about invoice submission/payments, please contact Leonisa Almendrala at 202-862-5369 (e-mail address:LAlmendrala @CGIAR.org).

Program for Biosafety Systems (PBS)

Financial Reporting and Reimbursement Request FORM 1-- SUMMARY BY OBJECT OF EXPENSE

IN US\$

Organization Name:

Organization Contact Person Name & Tel No.:

Organization Invoice No.: Period of Report and Expenses: Date Report Prepared: Page: of	mm/dd/yy-mm/dd/yy mm/dd/yy					
	l.	II. EXPENDITURES	III.	IV.	V. GET	
	Prior Period mm/dd/yy- mm/dd/yy	Current Period mm/dd/yy- mm/dd/yy	Total (I+II)	Total	Balance (IV-III)	
A. TOTAL PROJECT EXPENSES						
Salaries	0	0	0	0	0	
Fringes	0	0	0	0	0	
Travel & Transportation	0	0	0	0	0	
Equipment Supplies and Services	0	0	0	0	0	
Contractual	0 0	0 0	0 0	0 0	0	
Other Direct Costs	0	0	0	0	0	
Total Direct Costs	0	0	0	0	0	
Indirect Costs	0	0	0	0	0	
TOTAL EXPENSES	0	0	0	0	0	
B. USAID Charges	0	0	0	0	0	
C. Matching Costs	0	0	0	0	0	
D. TOTAL USAID & Match	0	0	0	0	0	
E. Match as % of Total Expenses	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

INTELLECTUAL PROPERTY POLICY

Policies related to Intellectual Property Rights (IPR) and dissemination of research output is of great international interest and concern both to the CGIAR as a whole, and IFPRI in particular. Therefore, the International Food Policy Research Institute publicly states that it will operate under the following policy principles in regards to IPR matters.

- 1. IFPRI will ensure that it is in full and complete compliance with US and International IPR laws and regulations as they relate to its operations and programs.
- 2. IFPRI views its final research outputs as "International Public Goods" and as such shall use the most appropriate mechanisms to make the results freely available to all.
- 3. IFPRI shall not seek IPR protection on its final research outputs, unless such protection is clearly beneficial in terms of ensuring public access to such research results. In the case of copyrights IFPRI shall seek such protection as appropriate and indicate that free use is permitted subject to appropriate citation.
- 4. IFPRI adheres to the principle of unrestricted public access to its final research outputs and will make such outputs freely available.
- 5. IFPRI shall continue its close collaboration with public, private institutions and funding agencies. In agreements between IFPRI and its collaborative institutions, IPR provisions, consistent with this policy, will be agreed in advance of finalizing such agreements. IFPRI shall not enter into agreements where IPR provisions shall be interpreted to restrict public access to its final research output.
- 6. IFPRI may seek IPR on inventions and materials developed by the center, including those obtained through research collaboration, where such IPR is necessary to ensure free access to these materials or technologies. In the area of copyrights IFPRI shall seek such protection as appropriate and in a manner that allows free usage of such materials with appropriate citation.
- 7. IFPRI shall seek to ensure at all times free access to its final research products and materials. When negotiating cooperative agreements and research contracts IFPRI shall expect that free access provisions are included in such agreements. Where IPR provisions are included, as part of the free access provisions, IFPRI shall ensure that it maintains appropriate and adequate control over such rights.
- 8. IFPRI shall distribute all appropriate research materials from the center together with a material transfer agreement (MTA) that shall ensure that recipients cannot seek IPR on the materials.