

**SUBAGREEMENT BETWEEN**  
**The International Crops Research Institute for the Semi-Arid**  
**Tropics**  
**(ICRISAT)**  
**and**  
**Seed Science Center – Iowa State University**  
**(SSC-ISU)**

This document sets out the terms and conditions of the project agreement between the International Crops Research Institute for the Semi-Arid Tropics and SSC-ISU, herewith referred to as "ICRISAT" and "SSC-ISU", on the project implementation of the "West Africa Seed Alliance"

WHEREAS, ICRISAT and SSC-ISU have accepted to provide their cooperation for the implementation of the project entitled "West Africa Seed Alliance" (hereinafter referred to as "WASA");

WHEREAS, ICRISAT as the "project executing agency" desires to set up the mechanism to obtain the collaboration of SSC-ISU in order to carry out the activities required for the implementation of the project as set forth in the project document;

WHEREAS, SSC-ISU will be a secondary implementing agency for this project, as set out in the project proposal submitted and approved for implementation and funding by the United States Agency for International Development (hereinafter referred to as "USAID").

THEREFORE, ICRISAT and SSC-ISU (hereinafter referred collectively as the "parties") hereby agree to the following responsibilities.

**1. Scope of work**

WASA will establish a sustainable commercial seed industry capable of ensuring that small-scale farmers have affordable, timely and reliable access to adapted genetics and traits in high quality seeds and planting materials; playing a leading role in the growth and development of viable agricultural inputs systems; supporting the overall growth of the West Africa agricultural sector; and improving the agricultural enabling environment.

|                                     |
|-------------------------------------|
| <i>WASA Resource Partners:</i>      |
| USAID/WA                            |
| USAID/EGAT                          |
| USAID/Ghana                         |
| USAID/Mali                          |
| USAID/Nigeria                       |
| AGRA                                |
| Kemseed                             |
| Monsanto                            |
| Pioneer                             |
| <i>WASA Collaborating Partners:</i> |
| GILSS/INSAH                         |
| CORAF/WECARD                        |
| ECOWAS                              |
| WAEMU                               |
| <i>WASA Implementers:</i>           |
| AFSTA                               |
| CNFA                                |
| ICRISAT                             |
| SSC-ISU                             |

WASA has two major thrusts, *Policy Environment* and *Agricultural Productivity*,

and USAID activities will be implemented by the partners: ICRISAT, CNFA and the SSC-ISU with expertise in these areas. SSC-ISU will lead policy harmonization activities with ICRISAT participation, ICRISAT will guide seed enterprise activities with SSC-ISU assistance, while CNFA will lead business management capacity building and input and output marketing activities.

The Alliance will contribute to NEPAD's CAADP agenda, and is committed to partnering with African institutions to ensure local ownership and sustainability of seed industry activities. WASA supports an African-led agenda by improving trade-related capacities for market access, enhancing the food supply, and developing agricultural research to sustain long-term productivity growth.

## **2. Responsibilities of SSC-ISU**

Under WASA, SSC-ISU will lead work on the development and implementation of regional agreements on variety release, seed certification, science-based plant quarantine pests lists, harmonization of biosafety regulations, and a regional protocol for the protection of new varieties of plants. The SSC-ISU will assist in the establishment of Seed Enterprise Enhancement and Development Services (SEEDS) through which WASA will provide technical support and business development services to seed entrepreneurs and existing seed companies.

## **3. Responsibilities of ICRISAT**

ICRISAT will be the prime agency for the project, and will retain ultimate responsibility for the completion of project work plans. ICRISAT will provide SSC-ISU personnel with office accommodation as well as administrative and logistical support in the field as required, relating to the implementation of the project.

## **4. Key personnel**

The SSC-ISU will provide the services of the ISU leader Dr Joe Cortes, and the resource specialist Ms Adelaida Harries in the implementation of this work.

## **5. Budget, reporting and payments**

The total budget for this sub-agreement is US\$358,754 (US Dollars three hundred and fifty eight thousand seven hundred and fifty four only). ICRISAT will reimburse SSC-ISU's expenditures on a cost reimbursable basis as outlined in the attached budget subject to receipt of project funds from USAID. ICRISAT shall not be obligated to reimburse for costs in excess of the current allotment. SSC-ISU shall submit a request for reimbursement of expenditures in a monthly financial report to be paid by ICRISAT within 20 calendar days of SSC-ISU's submission. All payments shall be made by wire transfer. Wire transfer instructions as follows:

|                             |   |
|-----------------------------|---|
| <i>BANK NAME:</i>           | Bankers Trust<br>453 7 <sup>th</sup> Street<br>Des Moines, Iowa 50309 |
| <i>ACCOUNT COORDINATOR:</i> | Bankers Trust, Des Moines<br>+1-800-362-1688                          |

9-DIGIT ROUTING: 073000642  
DEPOSITOR ACCOUNT TITLE: Iowa State University  
DEPOSITOR ACCOUNT NUMBER: 057150  
TYPE OF ACCOUNT: Checking

In order to comply with the sub-agreement, SSC-ISU will also provide ICRISAT with quarterly progress reports on the implementation and achievements of the project against the agreed work plans, and an activities completion report.

#### 6. Intellectual property rights

ICRISAT and SSC-ISU recognize the importance of intellectual property as an integral component of this Project. Hence, the rights to all intellectual property used in and developed for Project-related activities are determined as follows:

- a. Each Party shall retain title to its own intellectual property. Inventions conceived solely by one Party and independent of the subject matter of this Agreement shall be the property of the inventing Party.
- b. Subject to applicable rights of USAID, as described in the Cooperative Agreement, each Party shall retain title to any intellectual property developed, authored, conceived or reduced to practice independently and solely by that Party during the performance of this Agreement.
- c. All inventions, patents, copyrights or other intellectual property developed jointly by the Parties during this Project shall be owned jointly by the Parties.

#### 7. Points of contact

SSC-ISU and ICRISAT will each designate a principal point of contact for the implementation of the workplan underlying this project. These officials are identified below:

##### For ICRISAT

Dr R B Jones  
Assistant Director  
ICRISAT-Nairobi  
P O Box 39063  
Nairobi 00623, Kenya  
Tel: +254-20-7224556  
Email: [r.jones@cgiar.org](mailto:r.jones@cgiar.org)

##### For SSC-ISU

Dr J Cortes  
Program Leader, International Seed Program  
SSC-ISU  
Ames  
IA 50011-3609, USA  
Tel: +1 (515) 294-5363  
Email: [jcortes@iastate.edu](mailto:jcortes@iastate.edu)

#### 8. Project termination

This sub-contract agreement will apply only for the implementation of this project and for the period of project implementation (December 21, 2011). The sub-contract agreement may be executed in counter-parts, is effective on October 16, 2007 and will remain in force for the duration of the Project.

The sub-contract agreement can be terminated as provided below:

- a. For cause: Either party may terminate this sub-contract for cause, at any time, in whole or in part, as follows: If one party believes the other party has

failed to comply with the terms and conditions of this sub-contract (including attachments), it must provide a written explanation of the basis for its determination to the other party and allow that party a period of 30 calendar days to cure the failure or to present an effective plan to cure the failure. The party initiating this process must decide to accept or reject the cure within five days of receipt of the cure response. If the party initiating this process does not accept the cure or proposed cure, senior representatives of each party must meet (in person or via teleconference) within 10 days thereafter to resolve whether the cure is adequate to avoid a termination for cause. Thereafter, if the failure remains, the initiating party may terminate this sub-contract for cause upon written notice.

**b. For changed circumstances:** If at any time USAID determines that continuation of all or part of the funding for this sub-contract should be suspended or terminated because such assistance: (i) would not further the objectives of the program; (ii) would be in the interest of the United States to do so; or (iii) would not be in accordance with the pre-existing law, then ICRISAT shall notify SSC-ISU, in writing, of such termination and direct SSC-ISU to stop incurring additional obligations chargeable to the sub-contract.

**c. For convenience:** The parties, ICRISAT and SSC-ISU, may agree mutually to terminate this sub-contract at any time, in whole or in part, and determine the termination conditions and effective date of termination.


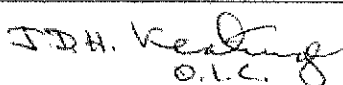
**9. Annex**

The following annexes form an integral part of this agreement:

Project proposal

SSC-ISU budget

IN WITNESS THEREOF, the representatives of the agreeing parties duly authorized sign this sub-contract agreement in two originals.

| Iowa State University (Sponsored Program Administration)                            |   | ICRISAT  |   |
|---|---|--|---|
|  |   |  |   |
| Date:   | 3/19/08   | Date:  | 1 April 2008                              |
| Name  | Tammy Polaski   | Name   | William D Dar                             |
| Title   | Associate Director  | Title  | Director General                          |
| Address   | 1138 Pearson Hall, Iowa State University, Ames, IA 50011-2207 | Address  | Patancheru 502 324, Andhra Pradesh, India |
| Tel   | +1-515-294-0983   | Tel  | +91-40-30713071                           |
| Fax   | +1-515-294-8000   | Fax  | +91-40-30713074                           |
| E-mail  | tra@iastate.edu   | E-mail   | w.dar@cgiar.org                           |