AMENDMENT NO. 1 TO THE LETTER OF AGREEMENT

between

International Rice Research Institute (IRRI)

and

AVA Development Society (AVADS)

Project description

Project Title:	Rice mineral project
PLA ID:	C-2018-77
Agreement ID (DPPC Ref #):	A-2016-110 (DRPC2016-118)
Name and address of partner institution:	**AVA Development Society (AVADS)** Bangladesh
Name of IRRI Scientist/Project Leader and contact details:	**Dr. Nasreen Islam Khan** Senior Scientist, Cluster and Theme Leader, Head of GIS Laboratory International Rice Research Institute (IRRI) Email: n.khan@irri.org
Collaborating NARES scientists/position title/contact details:	**Mr. Md. Moklasur Rahman** Executive Director AVA Development Society (AVADS) Email: mesbahulh@gmail.com Cell: 01714258876
Project Activities:	1. To collect rice grain and soil sample from farmer's field as well as do the household survey with IRRI protocol and IRRI provided sampling area.
Commencement date:	1st July, 2018
End date:	31st October, 2018
Total budget:	BDT 524,092

Reporting Schedule

	Due Date	Report Type	Title of Report
1	31 October 2018	Financial	Liquidation Report

Payment Schedule

	Currency	Amount	Due Date
1	BDT	314,455	60% Upon receipt of the signed agreement
2	BDT	209,637	40% Upon submission of the financial report

Funds shall be used exclusively for the purpose of implementing the project activity. Within thirty (30) days after completion of the activity, **AVADS** shall return to IRRI any unutilized funds, which must be reflected in the financial statements. **Financial report must be stated in US Dollars**, following the template as in the attached Annex 1. All Financial reports must be submitted via email to the following email addresses: drpc-irri@irri.org, ipmo@irri.org , fpr-reporting@irri.org

First payment shall be processed upon receipt of the signed LOA, subject to availability of funds. Subsequent releases, if any, will be subject also to availability of funds from the **Cranfield University**, liquidation of at least 75% of the released funds, satisfactory delivery of agreed outputs/milestones, and satisfactory narrative and financial reports.

General conditions

1. Results of the collaborative research will be jointly published in the public interest, to maximize impact. In case one of the Parties decides to protect valuable Foreground IP, the Parties will agree on suitable timeframe for publication.
2. The recipient shall keep all the documents and records related to this grant for the period of four (4) years after termination of the grant. IRRI or its duly authorized representative shall, within the project and aforesaid periods, have access to any of recipient's records related to this agreement to monitor and conduct evaluation of operations which may include: a visit by personnel or designee to observe recipient's structure and a review of financial and other records for the purpose of conducting audits.

3. Intellectual Property Conditions

i. All research materials used in the collaboration will be transferred using appropriate Material Transfer Agreements (hereinafter 'MTA') including SMTA (http://www.fao.org/3/a-bc083e.pdf), in line with CGIAR guidelines. Further, the transfer of biological materials, including breeding materials and germplasm, will be subject to pertinent stewardship, biosafety and bioprospecting laws, rules, and regulations. For incoming materials, IRRI may use such materials for non-commercial research and/or education purposes, and in this case, will give full credit to the source of the materials.

ii. All Foreground IP, joint R&D results including data gathered in the course of, and as a result of, the implementation of the project such as, but not limited to reports, articles, research papers, data bases, tri-media presentations including joint R&D project outputs, joint R&D discoveries, joint R&D inventions and its digital copies (soft copies), shall be subject to the CGIAR Principles on the Management of Intellectual Assets ("CGIAR IA Principles ") see: https://library.cgiar.org/bitstream/handle/10947/4486/CGIAR%20IA%20Principles.pdf?sequ%20ence=1

Management of such IP shall also be in accordance with IRRI's Intellectual Property and Commercialization (IP&C) Policy.

iii. It is understood and decided that Intellectual Property developed by each Party prior to this collaboration ("Background IP") will remain the Party's sole Intellectual Property. This LOA does not confer any right on the use of IRRI's Background IP.

iv. IRRI and **AVADS**, agree that the results of the collaborative research and/or the Foreground IP can be used::

   a. for non-commercial research and training conducted by IRRI and by 3rd party public research institute (hereinafter referred to as "Research Exemption"); or

   b. for use in the event of a national or regional food security emergency limited to the duration of the emergency (hereinafter referred to as "Emergency Exemption"); or

   c. for use in teaching activities by academic organizations (hereinafter referred to as "Teaching Exemption").

v. It is understood and decided that all Foreground IP, joint R&D results developed through this LOA may not be used for commercial activity by **AVADS** or IRRI, unless **AVADS** or IRRI gives its prior written approval.

4. Confidentiality

a. A receiving Party (hereinafter "Recipient") shall not disclose Material marked "Confidential" or "Proprietary" to any third party nor use such Confidential Information for any purpose other than that given without written permission from the other Party.

b. The Recipient shall use the same degree of care to protect Confidential Information received under this Agreement as it uses to protect its own information of a similar nature, but in any event not less than reasonable care under the circumstances.

c. The Confidential Information shall be excluded from confidentiality if the Recipient can demonstrate that (a) it had possession of the information prior to disclosure; or (b) the information generally is available to the public at the time of disclosure, or becomes generally available, after disclosure, through no fault of Recipient; or (c) Recipient receives the information from a third party having the right to the information and who does not impose confidentiality.

5. Termination

Either Party may terminate this agreement unilaterally by giving notice of its intention to terminate at least thirty (30) days in advance of the intended effective date of termination. The GRANTEE will refund to IRRI the grant funds if GRANTEE terminates this agreement before it expires.

The parties have hereunto affixed their signatures on the dates indicated below to signify their conformity to the conditions set forth in this Letter of Agreement.

For the
International Rice Research Institute (IRRI)

Mr. Alvin Poncin
Head, IRRI Portfolio Management Office
Date: 19 July 2018

For the
AVA Development Society (AVADS)

19 July 2018

Mr. Md. Moklasur Rahman
Executive Director, AVADS
Date:

MD. MOKLASUR RAHMAN
Executive Director
AVA Development Society
Gopalpur, Lalpur, Natore

Bank information:

Payment for the account of:	AVA DEVELOPMENT SOCIETY
Bank Account Number:	09712100020081
Bank Name and Address:	EXIM BANK LTD.; LALPUR BRANCH, NATORE
Swift Code:	EXBKBDDH

Work plan

- AVADS enumerator will be trained by IRRI Bangladesh staff with proper guide line to collect the Rice grain and soil sample from the sampling area.
- Fill the the 50-60 min survey by using Kobo collect software and directly send the data from the field.
- A total Aus, 300 rice grain sample will submit to IRRI office within the time.
- A total Aus field area, 300 soil sample will submit to IRRI office within the time.