



Rice science for a better world
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AMENDMENT NO. 1

To the

LETTER OF AGREEMENT

between

International Rice Research Institute (IRRI)

and

AVA Development Society (AVADS)

I. Project description

Project Title:	Accelerated Genetic Gains in Rice Alliance
PLA ID:	C-2019-220
Agreement ID:	A-2017-129
Name and address of partner institution:	AVA Development Society (AVADS) Village: Gopalpur, Upazila: Lalpur, Nattore
Name of IRRI Scientist/Project Leader and contact details:	Swati Nayak Lead Specialist, Seed & Delivery Systems Cluster: Seed & Delivery Systems and Germplasm Evaluation International Rice Research Institute s.nayak@irri.org
Collaborating NARES scientists/position title/contact details:	Mesbahul Haque, Program coordinator mesbahulh@gmail.com
Project Activities:	1. Partner will conduct OFT, H2H and cluster demonstration at farmers field with IRRI-BRRI guideline. 2. Partner will conduct the crop cut program as per IRRI protocol with the presence of UAO/breeder from BRRI or universities and local SAAO with few village farmers/ community. As well as crop cut needs to proper data collection and documentation. 3. Partner will conduct/ monitor dealer demonstration at the filed with proper data collection and documentation. Dealer will be selected from BADC who have valid licensed and willing to participate the variety performance trail. 4. Also some partners need to link with some millers who are willing to participate IRRI research program and mill some amount of IRRI provided variety and share their experience.

International Rice Research Institute

IRRI is a member of the CGIAR Consortium

Mailing address DAPO Box 7777, 1301 Metro Manila, Philippines City and courier address Suite 1009, Security Bank Center, 6776 Ayala Avenue, 1226 Makati City, Philippines; Tel. +63 (2) 856-6133, 856-6129; Fax: +63 (2) 891-1236 Headquarters at Los Baños Tel. +63 (2) 580-5600, 845-0563; Fax: +63 (2) 580-5699, 845-0606 Email: info@irri.org

Commencement date:	1 June 2020
End date:	31 December 2021
Total budget:	BDT 578,050

II. Reporting Schedule

	Due Date	Report Type	Title of Report
1	1 Dec 2020	Technical	Progress Report
2	1 Dec 2020	Financial	Liquidation Report
3	31 Dec 2021	Technical	Final Progress Report
4	31 Dec 2021	Financial	Final Liquidation Report

III. Payment Schedule

	Currency	Amount	Due Date
1	BDT	520,245	Upon receipt of the signed agreement
2	BDT	57,805	Upon receipt of final reports

- 3.1 Funds shall be credited to AVADS and 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 BDT**, following the template as in the attached Annex 1. All Financial reports must be submitted via email to the following email addresses: subgrants@irri.org, pmo@irri.org, fbpt@irri.org.
- 3.2 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 **Bill and Melinda gates foundation**, liquidation of at least 75% of the released funds, satisfactory delivery of agreed outputs/milestones, and satisfactory narrative and financial reports.
- 3.3 The partner institution shall not spend more than the amount of this agreement unless seconded by an amendment.

IV. General conditions

- 4.1 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.

- 4.2 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.

4.3 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?sequence=1>

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

- iii. The ownership of the intellectual property that existed prior to the commencement of this LOA ("Background IP"), held by one Party, shall remain the full property of that Party, and shall not be altered or transferred by virtue of this Agreement. This LOA does not confer any right on the use of the Background IP of either Party.
- 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. Foreground IP generated in collaborative research shall be managed with the aim of reaching and achieving the greatest positive impact for the benefit of the rice farmers and rice food security
- vi. Each of the parties is free to use all data and information developed under this Agreement for the enhancement of their respective academic and research programs. Whenever

applicable, the principal authors, researchers, and project leaders from both Parties shall be identified, recognized, and included in any publications arising from the joint R&D projects.

4.4 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.

4.5 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. AVADS will refund to IRRI the grant funds if AVADS 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, Portfolio Management Office
Date: 9 June 2020



For the
AVA Development Society (AVADS)


Mr. Md. Moklasur Rahman
Executive Director
Date: 09.06.2020
Md. Moklasur Rahman
Executive Director
AVA Development Society
Gopalpur, Lalpur Narail

Bank information:

Payment for the account of:	AVA DEVELOPMENT SOCIETY
Bank Account Number:	09712100020081
Bank Name and Address:	EXIM BANK LTD.; LALPUR BRANCH; LALPUR, NATORE; CODE:097
Swift Code:	EXBK BDDH