**AMENDMENT NO. 4 TO THE LETTER OF AGREEMENT**

between

**International Rice Research Institute (IRRI)**

and

**AVA Development Society (AVADS)**

**Project description**

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|---|---|
| **Project Title:** | Impact of AWD (Alternate Wetting & Drying) on farm incomes and water savings |
| **PLA ID:** | C-2017-61 |
| **Agreement ID (DPPC Ref #):** | A-2016-89 |
| **Name and address of partner institution:** | **AVA Development Society (AVADS)**<br>Village: Gopalpur, Upazila: Lalpur, Nattore |
| **Name of IRRI Scientist/Project Leader and contact details:** | Dr. Arvind Kumar<br>International Rice Research Institute<br>DAPO BOX 7777, Metro Manila, Philippines<br>Ph: 0063-2-580-5600 EXT 2586<br>Email: a.kumar@irri.org |
| **Collaborating NARES scientists/position title/contact details:** | **Mr. Md. Moklasur Rahman**<br>Executive Director<br>AVA Development Society (AVADS) |
| **Project Activities:** | *See attached protocol* |
| **Commencement date:** | 22 January 2019 |
| **End date:** | 31 May 2019 |
| **Total budget:** | BDT 2,424,193 |

**Reporting Schedule**

| | Due Date | Report Type | Title of Report |
|---|---|---|---|
| 1 | 31st January 2019 | Technical | Narrative Progress Report |
| 2 | 31st January 2019 | Financial | Liquidation of fund received |

***Payment Schedule***

| | Currency | Amount | Due Date |
|---|---|---|---|
| 1 | BDT | 1,454,499 | Upon receipt of signed agreement |
| 2 | BDT | 969,694 | Upon submission of the final reports |
| | **BDT** | **2,424,193** | **TOTAL** |

Funds shall be used exclusively for the purpose of implementing the project activity. Within thirty (30) days after completion of the activity, AVA Development Society (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, pmo@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 International Initiative for Impact Evaluation, 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

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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. 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)**

THE INTERNATIONAL RICE RESEARCH INSTITUTE

**Mr. Alvin Poncin**
Head, Portfolio Management Office

Date: 22 January 2019

For the
**AVA Development Society (AVADS)**

**Mr. Md. Moklasur Rahman**
Executive Director

Date: 22.01.2019

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

**Bank information:**

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| Payment for the account of: | AVA Development Society |
| Bank Account Number: | 09712100020081 |
| Bank Name and Address: | EXIM Bank Ltd. Address: Upazila: Lalpur, Dist.: Natore |
| Swift Code: | EXBKBDDH |