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LETTER OF AGREEMENT

between

International Rice Research Institute (IRRI)

and

AVA Development Society (AVADS)

I. Project description

Project Title:	Sustainable Intensification of the Mixed Farming Systems (SI-MFS)
PLA ID:	C-2022-244
Agreement ID:	A-2021-135
Name and address of partner institution:	AVA Development Society (AVADS) Village: Gopalpur, Upazila: Lalpur, District: Natore
Name of IRRI Scientist/Project Leader and contact details:	Dr. Humnath Bhandari Country Representative - Bangladesh International Rice Research Institute (IRRI) Email: h.bhandari@irri.org
Collaborating scientists/position title/contact details:	Md. Mesbahul Haque Program Coordinator AVA Development Society (AVADS) Email: mesbahulh@gmail.com
Project Activities:	The partner project leader – Mr. Md. Mesbahul Haque of AVADS will carry out the following activities during the LoA period. First Phase: Farm Characterization Survey of 600 HHs and FGDs in 30 villages by December 2022 1. AVADS will plan; design and conduct a farm characterization survey of 600 farm households and FGDs in 30 villages as per IRRI survey guidelines (to be provided later) in the IRRI's selected locations (northern and southern districts of Bangladesh).

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

2. Prepare/update a list of 600 farmers from 30 villages of northern and southern districts of Bangladesh for the survey.
3. Translate the survey questionnaire (from Bangla-English).
4. Select qualified enumerators and conduct trainings to train them for the purpose of farm characterization survey data collection.
5. Enumerators will physically visit to the IRRI selected locations and conduct the survey of 600 households (as per IRRI's list) through survey software (Survey CTO/Survey Solution/other software).
6. Enumerators will also collect survey data with GPS readings with appropriate measurements as per IRRI guidelines (to be provided later) and send them to the server (Survey CTO/Survey Solution/other software).
7. Conduct FGDs and Key Informants Interview (KII) across 30 villages.
8. Compile, check and edit collected data, and prepare technical and financial reports.
9. Perform other activities related to the farm characterization survey (upon decision of the project team).

Second Phase: Baseline Survey of 2000 HHs in February and March 2023

1. AVADS will plan; design and conduct a baseline survey of 2000 farm households as per IRRI survey guidelines (to be provided later) in the IRRI's selected locations (northern and southern districts of Bangladesh).

	2. Prepare/update a list of 2000 farmers from the northern and southern districts of Bangladesh for the baseline survey. 3. Translate the survey questionnaire (from Bangla-English). 4. Will select qualified enumerators and conduct trainings to train them for the purpose of baseline data collection from 2000 households from the selected farmers and locations. 5. Enumerators will physically visit to the IRRI selected locations and conduct the baseline survey of 2000 households through survey software (Survey CTO/Survey Solution/other software). 6. Enumerators will also collect survey data with GPS readings with appropriate measurements as per IRRI guidelines (to be provided later) and send them to the server (Survey CTO/Survey Solution/other software). 7. If necessary, conduct back check and Key Informants Interview (KII) at the selected locations. 8. Compile, check and edit collected data, and prepare technical and financial reports. 9. Perform other activities related to the baseline survey (upon decision of the project team). Third Phase: Cost benefit analysis survey of 1500 HHs by June 2023 1. AVADS will plan; design and conduct a cost benefit analysis survey of 1500 farm households as per IRRI survey guidelines (to be provided later) in the IRRI's selected locations (northern and southern districts of Bangladesh).
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	2. Prepare/update a list of 1500 farmers from the northern and southern districts of Bangladesh for the cost benefit analysis survey. 3. Translate the survey questionnaire (from Bangla-English). 4. Will select qualified enumerators and conduct trainings to train them for the purpose of cost benefit analysis data collection from 1500 households from the selected farmers and locations. 5. Enumerators will physically visit to the IRRI selected locations and conduct the cost benefit analysis survey of 1500 households through survey software (Survey CTO/Survey Solution/other software). 6. Enumerators will also collect survey data with GPS readings with appropriate measurements as per IRRI guidelines (to be provided later) and send them to the server (Survey CTO/Survey Solution/other software). 7. If necessary, conduct back check and Key Informants Interview (KII) at the selected locations. 8. Compile, check and edit collected data, and prepare technical and financial reports. 9. Perform other activities related to the cost benefit analysis survey (upon decision of the project team).
Research Location (City and Country)	Southern and Northern regions of Bangladesh
Commencement date:	06 November 2022
End date:	31 December 2023
Total budget:	BDT 6,175,000.00

II. Reporting Schedule

	Due Date	Report Type	Title of Report
1	31 December 2022	Technical	First Progress Report
2	31 December 2022	Financial	First Liquidation Report
3	30 April 2023	Technical	Second Progress Report
4	30 April 2023	Financial	Second Liquidation Report
5	15 December 2023	Technical	Final Progress Report
6	31 December 2023	Financial	Final Financial Report

III. Payment Schedule

	Currency	Amount	Due Date
1	BDT	5,557,500.00	(90%) Upon signing of the letter of agreement
2	BDT	617,500.00	(10%) Upon submission of the Final Technical and Financial Reports

- 3.1 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 follow the template as in the attached Annex 1 certified correct by the partner's authorized signatory for Finance. All Financial reports must be submitted via email to the following email address: subgrantreports@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 CGIAR Fund, 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 The reporting requirements of the main donor **CGIAR Funds** for the project supporting this subcontract, shall be deemed as incorporated in this LOA. IRRI and **AVA Development Society (AVADS)** shall coordinate and cooperate in gathering documents that may be required by the main donor in approving the costs associated with this LOA.

4.4 Intellectual Property Conditions

- i. All research materials used in the collaboration will be transferred using appropriate Material Transfer Agreements (hereinafter 'MTA') including SMTA¹ 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")²:

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 **AVA Development Society (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

¹ <http://www.fao.org/3/a-bc083e.pdf>),

² <https://library.cgiar.org/bitstream/handle/10947/4486/CGIAR%20IA%20Principles.pdf?sequ%20ence=1>

- 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.

4.5 Confidentiality

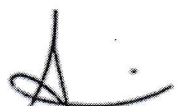
- a. A receiving Party (hereinafter "Recipient") shall not disclose Material marked "Confidential" or "Proprietary" to any third party nor use such Confidential Information for any purpose other than that given without written permission from the other Party.
- b. The Recipient shall use the same degree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

4.6 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 **AVA Development Society (AVADS)** will refund to IRRI the grant funds if **AVA Development Society (AVADS)** terminates this agreement before it expires.

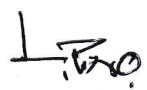
The parties have hereunto affixed their signatures on the dates indicated below to signify their conformity to the conditions set forth in this Letter of Agreement.

For the
International Rice Research Institute (IRRI)


Mr. Alvin Poncin
Chief of Staff & Head, Portfolio Development & Management Office

Date: 21 November 2022

For the
AVA Development Society (AVADS)


Md. Moklasur Rahman
Executive Director

Date: 23.11.2022

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
Swift Code:	EXBKBDDH