

World Vegetable Center
Policy on selection and assessment of WorldVeg Partners
October 18, 2017

I. **Scope of the policy**

World Vegetable Center (WorldVeg) engages and collaborates with many organizations and individuals to carry out research and development activities within the mandate of its mission.

The scope of the present policy is limited; it only addresses collaborations which involves WorldVeg providing funds to other organizations¹. Usually such organizations are selected and contracted following WorldVeg's procurement procedures and/or the procedures as imposed by the funding agency. This is the standard process. In such cases, the organization is called contracting party or collaborator.

In a number of cases it is more effective for WorldVeg to provide a grant to achieve its development outcomes. In such cases the organization is called a **partner** and the standard procurement process is replaced by a less onerous partner selection process.

This **grant process**, which is a deviation from the standard procurement process, can only be applied if the following conditions are met:

1. The third party is a not-for profit organization² or government organization³

and

2. The main purpose of the collaboration is to provide research and research development services that are not routinely provided by for profit entities (this may either be because of the nature of the services; the location where these services should be provided or other valid and verifiable reasons)

or

where through collaboration WorldVeg in line with its mission intends to strengthen the capacity of the organization and where this capacity building is a significant part of the intended collaboration

or

¹ The present policy does not apply to general agreements (e.g. MOU's) that describe a common interest and general framework for collaboration or agreements where WorldVeg receives funding. It does not apply to individuals.

² There will be cases, although rarely, that the grant process applies to a profit organization. Justification is needed for this situation.

³ Collaboration with individuals and for profit organizations needs to go through the applicable procurement processes.

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where the partner was identified and included in the project proposal accepted by the funding agency⁴

If these conditions are not met, then WorldVeg's procurement procedures are applicable.

II. Partner grant process

During the development of the project⁵ proposal efforts will be made to identify and assess potential partners to the greatest extent possible. Prior to signing of the agreement a formal technical and administrative assessment will be carried out. During execution of the agreement the partner's performance will be monitored and a formal assessment will be made at the end. The result of the prior assessment and ex-post assessment will be kept in WorldVeg's partner database (under development) for future use. An example of the data that are kept in the database is provided in appendix 1.

The depth of the assessment will depend on a number of factors including project size, location, the extent of previous experience with the partner, any donor requirements etc.

The selection process should start at the onset of the concept note / project proposal. Depending on the situation, the selection process should be done entirely prior to submission of the project proposal or it can be finalized later. In any case, the selection process should be finished before WorldVeg will proceed with any contracting. No partner contract can be signed without formal selection and assessment report.

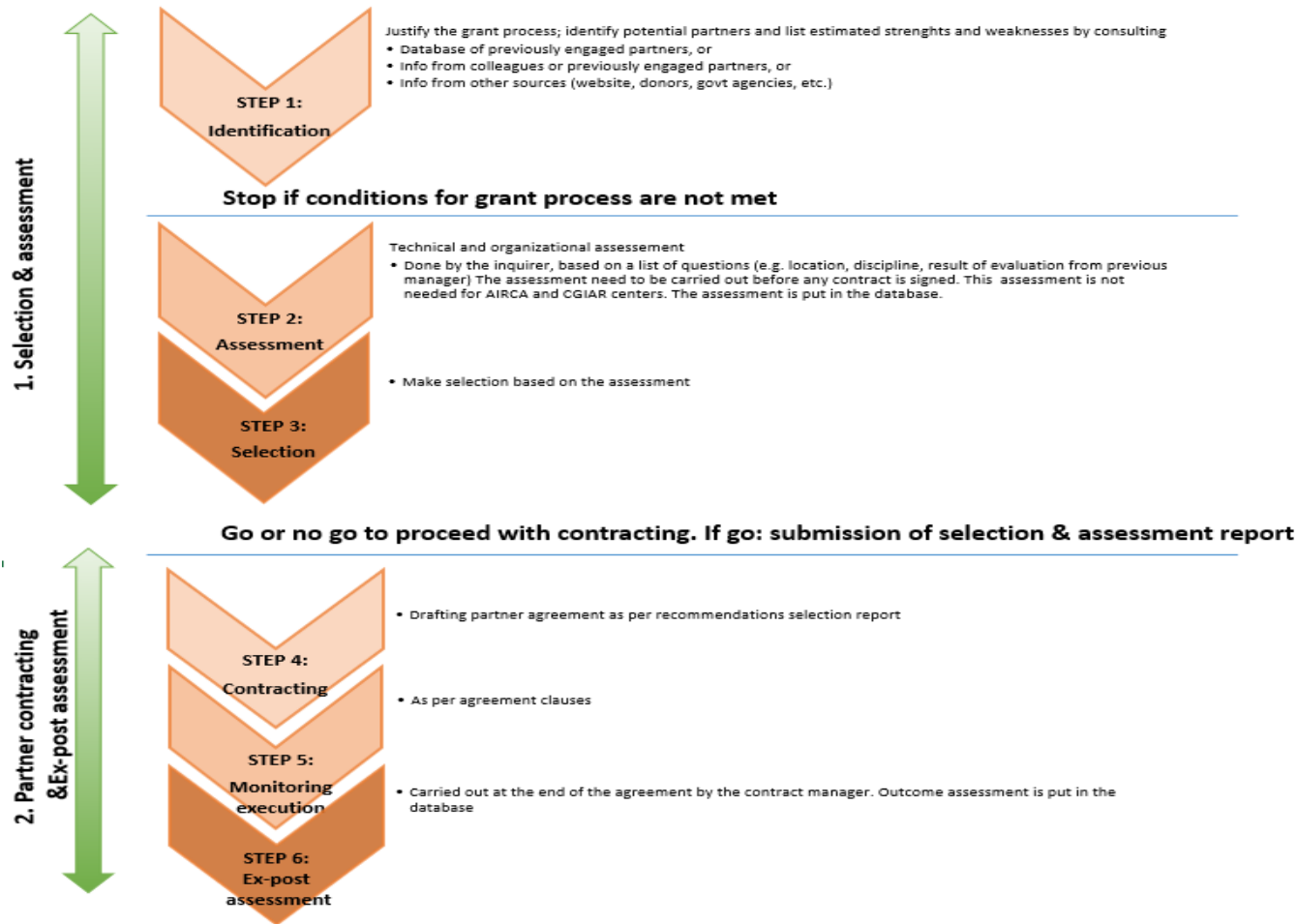
The outcome of the selection process should 1) provide evidence that the conditions for a partner grant process have been met, 2) justify the partner choice and 3) demonstrate that the selected partner has the required technical and organizational competences and as such does not pose unacceptable reputational or financial risks for WorldVeg.

Figure 1 provides an overview of the outcomes of the partner grant process, from preliminary identification of partners to ex-post assessment of their performance after the project ends.

⁴ WorldVeg leading a bidding consortium is a different matter and not covered by this policy.

⁵ The project can be financed by either unrestricted or restricted funds

Figure 1. Partner grant process



1. Selection & assessment

Step 1 Identification and preliminary evaluation of potential partners

The process should start by identifying the external services needed to achieve the project objectives and to review whether WorldVeg's procurement procedures should not apply. If justification can be provided that these do not apply the process can continue. Potential partners should be listed with a preliminary evaluation of their strengths and weaknesses. If only one partner is considered a separate justification should be provided.

Step 2 Assess the partners

The main decision-making criteria for choosing partners are:

- Reputation and standing in the field of expertise
- Capacity to contribute effectively to the project
- Track record in financial management
- Network of influence to leverage outcomes of the partnership
- Compliance to the partnership requirements set by the donor
- Shared institutional values and commitment
- Size of the institution budget and potential impact of the subcontract on its project management and financial system
- Previous experience with the partner

The persons carrying out the assessment should be confident that the responses provided reflect the reality. They should ask for documents whenever appropriate, pose precise and concrete questions, including 'what if' questions, to obtain reasonable assurances that the partner organization has the required technical and organizational capacity.

Technical assessment

The criteria used for the assessment will depend on the object of the collaboration. Some general key criteria that will need to be assessed in most case are provided below:

Table 1. General essential technical criteria

Area	Elements to assess
Organization	<ul style="list-style-type: none">● Does the organization have the necessary technical infrastructure (e.g. laboratories, equipment, software, technical data bases, etc.) to support the implementation of the project?● What external technical contacts and networks does the organization utilize?● What professional associations does the organization and/or its professional staff belong to?● Was any previous experience with the partner positive?
Key staff	<ul style="list-style-type: none">● Do the skills and experience of the organization's technical professionals match those required for the project? Would these professionals be available to the project?● Is there a positive, previous experience with the key staff?

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WorldVeg should ensure that the selected partner possesses the required organizational and financial skills by:

- determining that the legal status of the partner is at the level required
- assessing the level of potential risk in handing over funds to the partner organization
- determining the future time investment that will have to be made by scientific and administrative staff in managing the partnership agreement effectively

The key elements that need to be understood are given in Table 2. Unsatisfactory answers to the questions of assessment elements should result in disqualification of the organization from further consideration.

Table 2. Essential organizational and administrative criteria

Area	Elements to assess	Unsatisfactory Response
Legal Status	<ul style="list-style-type: none"> ● Does the partner meet the legal requirements to operate in the country and to perform the requested work? 	Organization’s legal status is unclear. Legal requirements for operation in the country have not been met
Financial management	<ul style="list-style-type: none"> ● Does the organization maintain a bank account that can be used to transfer funds to? ● Does the organization have written rules and regulations for financial management that are consistent with international standards? ● If the proposed project will be implemented by this organization, what percentage of the organization’s total funding would the project comprise? ● Can the organization track and report separately on the receipt and use of funds? ● Is the organization subject regularly to external audit? What were the latest results? Was any area of relevance to the proposed grant questioned? 	<p>Organization does not have a bank account in its own name</p> <p>No written financial procedures or procedures inconsistent with international standards.</p> <p>Proposed budget amounts to over 50% of organization’s total funding.</p> <p>Organization cannot provide separate accounts for donor funds.</p> <p>Organization is not regularly audited</p>
Effective internal control systems	<ul style="list-style-type: none"> ● Are there systems in place that help ensure that expenses reported to WorldVeg are reasonable and necessary to the achievement of the objectives of the grant? ● Does the main counterpart person have an appropriate level of control over activities and financial and material resources in this project? 	<p>Organization does not have system to ensure expense report are reasonable and necessary</p> <p>The main counterpart does not appropriate control over activities and resources in the project</p>

Once the information on the potential partner is collected, the responses are analyzed so that the agreement and arrangements between WorldVeg and the partner are as cost-effective and easy

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to administer while maintaining sound accountability standards. The recommendations in the selection & assessment report will address:

- Recommendations on technical issues that the partner's TOR should take into account.
- What special precautions, if any, should be taken to maximize the chances that the funds/assets will be managed well, while ensuring the institutional arrangements are as easy to administer as possible in relation to:
 - size, frequency and prerequisites of fund transfers: for partners who have weaker administrative capacities, smaller and more frequent transfers, using cost-reimbursement rather advancing funds, conditioning transfers to improvements in the financial systems
 - basis for financial arrangement: using fixed-fee contracts as opposed to cost-based contracts, (this can be used for either partners with weaker administrative capacities to avoid risks or on the opposite very 'strong' partners to facilitate administration of the grant)
 - reporting and audit requirements: format and level of detail of the reports, requirement (or not) for original documentation, requiring or not audits for 'weaker' partners
 - requirement for separate cash management for weaker partner (separate bank account for the project, requirement for a joint bank account)
 - providing goods and services rather than cash.

Step 3 Compile a selection & assessment report

A selection & assessment report that contains the results of the selection and assessment is submitted for approval to those in charge of preparing the agreement. The report should identify who carried out the assessment and be signed. The following elements need to be present:

1. Evidence that all conditions to proceed with the partner grant process have been met.
2. Justification of the selection of the partner based on analysis of the strengths and weaknesses of the potential partners considered. Where possible an alternative candidate should be proposed in case the selected partner withdraws. If the partner is to be identified in the project proposal, then the partner should provide a letter of commitment.
3. Technical and administrative assessment of the selected partner showing that the partner is technically and organizationally capable and has the required experience.
4. Identification of potential weaknesses / strengths and recommendations how to take these into account when drafting the agreement and when monitoring the execution of the agreement.

Contracting will only proceed after the selection and assessment report is approved.

Appendix 2 provides a **template for the selection & assessment report**. It contains the minimum elements that should be assessed. In cases where WorldVeg has previous experience with the organization the assessment can be done by drawing on the information available in the partner database. ⁶In some cases, because of the size of the intended collaboration or of the unfamiliarity with a new organization or other reasons it may be required to carry out a more detailed assessment. Appendix 3 lists items that might be subject of such a detailed assessment.

⁶ There will be an upcoming assessment for the partners where WorldVeg has worked for the past 5 years. The assessment results will serve as basis to provide such information.

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It is up to the assessor(s) and ODDG-R to determine what the scope of the assessment should be. In any case whatever the scope of the assessment, the requestor for a grant process should provide evidence that the conditions for a partner grant process have been met.

2. Partner contracting & Ex-post assessment

Step 4: Drafting and signing contracts

The requester can request the concerned unit (see DG Memo 2016-04 on new workflows for agreements review and approval; section 1.b) to proceed with the contracting upon submission of a signed selection & assessment report.

Appendix 4a provides the key elements to be part of any agreement, appendix 4b provides a sample contract template. WorldVeg has different templates for its main donors. These are maintained by ODDG-R.

Step 5: Assessment during execution

The contract manager (often the PI) will monitor and record the performance of the partner as per the contract clauses. The PI will monitor how the partner executes the TOR as well as how the administrative clauses are respected (are reports submitted on time? / quality of reporting, etc.). Results will be captured in the partner database.

Step 6: Ex- post assessment

The contract will require that upon final payment the partner provides a self-assessment of its collaboration with WorldVeg. WorldVeg's contract manager will, when requesting the final payment, provide his/her assessment of the partner which will be incorporated in WorldVeg's partner database. This assessment will contain recommendations regarding subsequent collaborations with the partner. This assessment will cover both the technical and administrative aspects of the partner's work.

List of Appendices

Appendix 1. Partner profile

Appendix 2. Template selection & assessment report

Appendix 3. Detailed checklist for assessing organizational and financial capacity

Appendix 4. Sub-grant agreement

4a. Key elements of a sub-grant agreement

4b. Sample template of a sub-grant agreement (donor USAID)

Appendix 1. partner profile (template)

Name of Partner organization:	
Country:	
Website:	
Partner main contact person(s): Designation:	
Contact email:	
Type of organization:	
Organizational mandate:	
MoU established?	Y/N
Date MoU established:	
MoU currently in force?	Y/N
List any other relevant agreements:	
Collaborative activity 1	
Project title:	
Project No:	
Funding source:	
Project start date:	
Project end date:	
Location of activities:	
Flagship:	
Partner role/involvement:	Describe their role in the project, types of activities they are responsible for; e.g. fi
Name and title of principle investigator:	
Contact Information:	
Partnership Agreement No:	
Type of agreement:	Describe main elements of the agreement: fixed fee, cost reimbursement, pre-fina
Partnership assessments available?	Y/N
Result assessment:	Summarize the result of the assessment
Technical and organizational assesement (before contracting)	
Ex-post assessment	

Appendix 2. Template selection & assessment report

A selection & assessment report is required in **all** cases whenever a partner grant process is conducted. Without evidence that the conditions for such a process have been met, the grant process cannot be continued. The requestor should strive for a balance between respecting the formal requirements of the grant process and considerations of efficiency. One sole report can be made for all potential partners within a project.

The report should contain the following elements:

1. Concise description of the nature of the intended collaboration

2. Evidence that all conditions to proceed with the partner grant process have been met

Condition	Condition met (Y/N)
The third party is a not-for profit organization or government organization	
AND	
The main purpose of the collaboration is to provide research and research development <u>services</u> that are not routinely provided by for profit entities	
OR	
WorldVeg in line with its mission intends to strengthen the capacity of the organization and this capacity building is a significant part of the intended collaboration	
OR	
In case of donor funded project the partner is unambiguously identified and included in the project proposal accepted by the funding agency	

Failure to complete the above section will lead to interruption of the partner grant process.

3. Justification of the selection of the partner based on analysis of the strengths and weaknesses of the potential partners considered.

Provide rationale if only one partner has been considered

Services needed	Potential partners	Strengths/weaknesses for the criteria considered	Comments
Nature of collaboration	Partner A	

		
	Partner B	
		
	Partner C	
		
Selected partner:	Partner B		
Justification:		
Alternative partner and justification			
Services needed	Potential partners	Strengths/weaknesses for the criteria considered	Comments
Nature of collaboration	Partner X	
		
	Partner Y	
		
	Partner Z	
		
Selected partner:	Partner Z		
Justification:		
Alternative partner and justification			

4. Technical and administrative assessment of the selected partner(s) showing that the partner is technically and organizationally capable and has the required experience.

The tables can be adjusted by the requestor depending on the nature of the collaboration. The requestor should demonstrate that a satisfactory assessment of the technical and organizational capabilities has been carried out. It may be that certain information is already available in the collaborator's database in which case this does not need to be requested again from the collaborator.

Technical assessment

Element assessed	Result (satisfactory or not)	Comments	Reference documents
Organization has the required technical infrastructure			
Organization has the required technical expertise			
Key staff has the required competence			

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Previous experience with organization			
Previous experience with key staff			
...			

Organizational and financial assessment

Element assessed	Result (satisfactory or not)	Comments	Reference documents
Partner has the required legal status			
Partner has official bank account to use			
Partner's internal control systems are up to the task			
Key staff have appropriate level of control over activities and financial/material resources			
Previous experience with partner in administrative & financial matters			
...			

5. Identification of potential weaknesses / strengths and recommendations how to take these into account when drafting the agreement and when monitoring the execution of the agreement.

These recommendations will help ODDGR in fine tuning the contract arrangements.

6. Assessment carried out by <name / title>

Date and signature

Appendix 3. Detailed checklist for assessing organizational and financial capacity¹

Purpose. This capacity assessment checklist is intended to be used as a screening tool for the preliminary selection of the best candidate for implementing partner from among several potential partners. The detailed checklist can be used in cases where an in-depth assessment of the partner is required..

AREAS FOR ASSESSMENT	ASSESSMENT QUESTIONS	REFERENCE DOCUMENTS AND INFORMATION SOURCES
PART I. BACKGROUND INFORMATION		
1. History	Date of establishment of the organization	Annual Reports, Media Kit, Website
2. Mandate and constituency	What is the current mandate or purpose of the organization? Who is the organization's primary constituency?	Annual Reports, Media Kit, Website
3. Legal status	What is the organization's legal status? Has it met the legal requirements for operation in the country?	Charter, legal registration
4. Funding	What is the organization's main source (s) of funds?	Annual Reports
5. Certification	Is the organization certified in accordance with any international standards or certification procedure?	ISO, Project Management standard, other standards
6. Proscribed organizations	Is the organization listed in any reference list of proscribed organizations?	Donor guidelines
PART II. PROJECT MANAGEMENT CAPACITY		
1. Leadership Commitment	Are leaders of the organization ready and willing to implement the proposed project?	Interviews
2. Management experience and qualifications	Which managers in the organization would be concerned with the proposed project? What are their credentials and experience that relate to the proposed project?	CVs of managers Interviews with managers Reports of past projects
3. Planning and budgeting	Does the organization apply a results-based management methodology? Are there measurable outputs or deliverables in the strategies, projects and work plans? Are budgets commensurate with intended results? How do planners identify and accommodate risks?	Strategy documents Project documents Sample proposals, work plans and budgets

¹ Based on UNDP partner checklist. https://popp.undp.org/UNDP_POPP_DOCUMENT_LIBRARY/Public/PPM_Project_Management_Implementing_Partner_Checklist.docx

AREAS FOR ASSESSMENT	ASSESSMENT QUESTIONS	REFERENCE DOCUMENTS AND INFORMATION SOURCES
4. Supervision, review, and reporting	<p>How do managers supervise the implementation of work plans? How do they measure progress against targets?</p> <p>How does the organization document its performance, e.g., in annual or periodic reports? How are the organization's plans and achievements presented to stakeholders?</p> <p>Does the organization hold regular project review meetings? Are such meetings open to all stakeholders?</p> <p>Are the organization's activities subject to external evaluation? How does the organization learn and adapt from its experience?</p>	<p>Annual reports, presentation to stakeholders</p> <p>Internal reports</p> <p>Evaluation reports</p> <p>Lessons-Learned reports</p>
5. Networking	<p>What other organizations are critical for the successful functioning of this organization? How does the organization conduct relations with these organizations? Is the organization a party to knowledge networks, coordinating bodies, and other fora?</p>	<p>Descriptions of network and stakeholder fora</p>
PART III. ADMINISTRATIVE AND FINANCIAL MANAGEMENT CAPACITIES		
3.1 Administrative capacity. Note: Answer only questions that are relevant to the proposed project.		
1. Facilities, infrastructure and equipment	<p>Does the organization possess sufficient administrative facilities, infrastructure, equipment and budget to carry out its activities, particularly in relation to the requirements of the project?</p> <p>Can the organization manage and maintain the administrative and technical equipment and infrastructure?</p>	<p>Facilities and equipment available for project requirements</p> <p>Maintenance personnel and budget</p>
2. Procurement and contracting	<p>Does the organization have the legal authority to enter into contracts and agreements with other organizations? Does the organization have access to legal counsel to ensure that contracts are enforceable, meet performance standards, and protect the interests of the organization and WorldVeg?</p> <p>Does the organization have dedicated procurement capacity? Do procurement personnel have skills and experience that are appropriate to the requirements of the project? Does the organization have written procurement procedures?</p> <p>Is there evidence that the organization conducts procurement on the basis of best value for money, transparency, and effective international competition?</p>	<p>Procurement manual</p> <p>Standard contracts</p> <p>Documentation on procurement processes, sample contracts</p> <p>Supplier data base</p> <p>Audit reports</p> <p>Interview with legal counsel</p> <p>CVs of procurement personnel</p>

AREAS FOR ASSESSMENT	ASSESSMENT QUESTIONS	REFERENCE DOCUMENTS AND INFORMATION SOURCES
	Does the organization have a system and procedures for asset management and inventory control?	
3. Recruitment and personnel management	<p>Does the organization have the legal authority to enter into employment contracts with individuals?</p> <p>Does the organization have dedicated personnel capacity? Do recruitment personnel have skills and experience that are appropriate to the requirements of the project? Does the organization have written recruitment procedures?</p> <p>Is there evidence that the organization conducts recruitment objectively on the basis of competition, fairness, and transparency?</p> <p>Does the organization have a salary scale that would apply to project personnel? Would that scale inhibit the hiring of the best candidates?</p>	<p>Personnel manual</p> <p>Standard contracts and agreements</p> <p>Job descriptions or terms of reference</p> <p>Documentation of recruitment processes</p> <p>Roster files of potential job candidates</p> <p>CVs of recruitment personnel</p>
3.2 Financial Management Capacity		
1. Financial management organization and personnel	<p>Does the organization have written rules and regulations for financial management that are consistent with international standards? Does the organization have a dedicated finance unit?</p> <p>Do finance managers and personnel have skills and experience that are appropriate to the requirements of the project? Is the existing financial management capacity adequate to meets the additional requirements of the project?</p> <p>Do finance personnel have experience managing donor resources?</p>	<p>CVs of financial personnel</p> <p>A bank account or bank statements</p> <p>Interviews with financial management staff</p> <p>Finance manual</p> <p>Financial sector review report</p>
2. Financial position	<p>Does the organization have a sustainable financial position?</p> <p>What is the maximum amount of money the organization has ever managed? If the proposed project is implemented by this organization, what percentage of the organization's total funding would the project comprise?</p>	Financial statements
3. Internal control	<p>Does the organization maintain a bank account? Does the organization have written rules and procedures on segregation of duties for receipt, handling and custody of funds? How does the organization ensure physical security of advances, cash and records?</p> <p>Does the organization have clear written procedures and internal controls governing payments? How does the organization ensure that expenditures conform to their intended uses? Does the organization have a</p>	<p>Finance manual</p> <p>Financial rules and regulations</p>

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AREAS FOR ASSESSMENT	ASSESSMENT QUESTIONS	REFERENCE DOCUMENTS AND INFORMATION SOURCES
	<p>policy requiring two signatures for payments over a defined limit?</p> <p>Is there any evidence of non-compliance with financial rules and procedures?</p>	
<p>4. Accounting and financial reporting</p>	<p>Are accounts established and maintained in accordance with national standards or requirements?</p> <p>When and to whom does the organization provide its financial statements?</p> <p>Can the organization track and report separately on the receipt and use of funds from individual donor organizations?</p> <p>Is there any evidence of deficiencies in accounting or financial reporting?</p>	<p>Description of accounting system and reporting arrangements</p> <p>Financial reports</p>
<p>5. Audit</p>	<p>Is the organization subject regularly to external audit? Is audit conducted in accordance with international audit standards? Are audit findings public? If so, have the organization's financial audits produced any significant recommendations for strengthening of financial systems and procedures? Have audits identified instances non-compliance with rules and procedures or misuse of financial resources? What has been done to carry out audit recommendations?</p>	<p>Audit reports</p> <p>Audit follow up reports</p>

Appendix 4a. Elements of a partner agreement¹

This section details the important areas that the agreement should cover. Specific donor requirements should be added. A unique agreement number should be assigned to each agreement.

1. Date of commencement: This should be the date on which the performance of research collaboration shall begin. If the collaboration has already started before the agreement is signed, the date on which the collaboration started should be considered as the date of commencement rather than date on which the agreement is signed.

2. Principal investigators and other key staff: The agreement should identify the persons responsible for project implementation from WorldVeg and the collaborating institute/organization.

3. Proprietary and confidential information: In the event that proprietary or confidential information or data is exchanged or developed within the course of collaboration, terms under which the information is to be disclosed or used should be covered under the agreement. The terms should also specify how long the information can be considered confidential after the expiry of the collaboration.

4. Project data: This should cover how data from the project will be made available to the public. Any donor funding condition relating to release of data should be included.

5. Intellectual property: This should cover both the IP brought into the collaboration by each of the parties and that generated within the collaboration, detailing the rights and obligations of each party.

6. Publicity and confidentiality: This should detail allowable use that each party can make of the other party's name in publicity, advertising or news releases. The purpose of this provision is to prevent misuse of the other party's name.

7. Reports and publications: This section should provide for appropriate recognition of contributions made by each institution and acknowledgement of the funding agency.

8. Project funding: The agreement should detail:

- source of funding
- any matching contributions by the parties
- detailed budget and funds disbursement schedule.

9. Budget revisions: Any allowable budget revisions should be specified.

10. Financial management and audits:

- accounting system to be used for project funds

¹ Adapted from: International Livestock Research Institute. 2008. ILRI's partnership strategy and management system. Nairobi: ILRI; <http://hdl.handle.net/10568/566>

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- reports and documents required before payments/disbursements are made
- scope and frequency of audit reports
- financial/expense records.

11. Reports: The reports required include:

- certified financial reports (interim and final)
- audited financial reports
- progress reports—including frequency
- the form or contents of financial and progress reports.

12. Procurement and travel:

- details of how procurement of goods and services required for the project shall be carried out
- travel guideline or policy to be followed
- guidelines on rates of daily subsistence allowance/per diem to be paid to project staff.

13. Asset management: If assets are purchased/procured using project funds, there should be guidelines of how they will be managed and disposed of at the end of the project. This should include detailing the responsibility for the safety, care and insurance of all project assets and vehicles.

14. Insurance: The agreement should detail which party is responsible for taking out appropriate cover for employees or agents involved in the project, such as health, life, accidents, long-term disability, workers' compensation, travel, public liability etc.

15. Clauses dealing with misuse of funds and matter of non-compliance with contract matters. The agreement should describe what the funds should not be used for and what use should require prior written approval by WorldVeg.

16. Anti-fraud and anti- corruption clauses: The partners should be required to report any suspected fraud or misappropriation of funds to WorldVeg as soon as they become aware of it.

17. Negation of employment, partnership and agency. Delineates the boundary between WorldVeg and the partner.

18. UN Convention on the rights of persons with disabilities. Contains reference to anti-discrimination and relevant UN convention.

19. Term and termination: This section should detail:

- the term of the agreement
- extension of term of agreement and any conditions for such extensions
- determination—this should include circumstances that could lead to termination of the agreement before expiry of the term or completion of the project
- the rights and obligations that should survive termination of agreement.

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20. Warranties and indemnities: This provision should detail any warranties and indemnities made by either of the parties.

21. Notices: This should detail the form in which notices or communications relating to the agreement should be in, e.g. fax, registered mail etc. It should also detail the address of each party to which the communication should be posted.

22. Dispute resolution: The preferred mechanism for dispute resolution is arbitration under the United Nations Commission on International Trade Law (UNCITRAL) or the International Chamber of Commerce.

23. Other provisions:

- Assignment
- Force majeure
- Governing law and jurisdiction
- Amendment of agreement



AVRDC

The World Vegetable Center

Partner's logo

SUBCONTRACT

between

World Vegetable Center (WorldVeg)

(Legal name: Asian Vegetable Research and Development Center)

and

Full name of partner (acronym of partner)

for the project entitled

Full name of the work/project of the partner

Under

Full name of the main project the subcontract work is funded under

Commented [ODDGR1]: Make sure you spell it correct as per the Main Agreement (proposal) between AVRDC and the donor. If under the USAID Main Award Agreement - add after the name - on a new line - "(USAID Award no AID-BFS-IO-12-00004)".

Maconomy Nr:

Contract Nr: SC-XXX-XX

Commented [ODDGR2]: ODDGR fills in

This Subcontract (hereinafter referred to as "Subcontract") is entered into by and between World Vegetable Center (hereinafter referred to as "WorldVeg"), with headquarters in Shanhua, Taiwan, and full name of the partner (hereinafter referred to as "partner acronym"), with address xxxx, jointly referred to as "Parties".

Commented [GP3]: Ensure you spell the name correct

WHEREAS, WorldVeg has received funding from the United States Agency for International Development (hereinafter referred to as "USAID") for a project entitled "Full name of the main project the subcontract work is funded under" (hereinafter referred to as the "Main Project"), under USAID Award no AID-BFS-IO-12-00004 (hereinafter referred to as the "Main Agreement");

Commented [GP4]: If NOT under the USAID Main Award Agreement this section needs to be changed.

Commented [GP5]: Same as on the cover page

WHEREAS, under the Main Agreement funds for the participation of partner acronym in the Main Project is possible;

WHEREAS, the Parties wishes to enter into this Subcontract to enable partner acronym to participate in the Main Project by undertaking certain activities entitled "full name of the work/project of the partner" (hereinafter referred to as "the Project") as described in Annex 1;

WHEREAS, WorldVeg and partner acronym has agreed to work together to complete the Project to the best of their abilities, and partner acronym has the facilities and skilled personnel necessary to pursue the objectives and fulfill the requirements of this Subcontract, and

WHEREAS, partner acronym has agreed to carry out the work (the Project) on the terms and conditions contained in this Subcontract and its Annexes (the Annexes are by reference incorporated herein).

NOW, THEREFORE, WorldVeg and partner acronym mutually agree as follows:

Article 1. DURATION

The duration of this Subcontract, during which partner acronym shall carry out the work (the Project) under this Subcontract, is date.month.year – date.month.year, unless otherwise agreed between the Parties in writing in accordance with Article 21.

Commented [GP6]: Start date cannot be before the start date of the Main Agreement. Example is as 1 September 201x – 31 August 201x.

End date should be at least one month before the end of the Main Agreement.

Article 2. SCOPE OF WORK

partner acronym shall use its best efforts to carry out the work (the Project) as described in Annex 1 of this Subcontract. Annex 1 is by reference incorporated herein.

partner acronym shall not assign, transfer or subcontract any responsibility hereunder without the prior written consent of WorldVeg in accordance with Article 21.

partner acronym shall ensure that in carrying out the work (the Project) it complies with the laws in force in the country in which the work or any part thereof is carried out.

Article 3. KEY PERSONNEL

The work (the Project) to be carried out by partner acronym under this Subcontract shall be under the guidance and direction of WorldVeg's Project Manager Dr. name of the PI.

partner acronym's Principal Investigator is Dr. name of the PI, whom shall be responsible to WorldVeg for the proper management, conduct and deliverables as outlined in this Subcontract and its Annexes.

partner acronym’s Principal Investigator may be replaced only with the prior written approval of WorldVeg.

Article 4. FUNDING

- I. Subject to funding made available to WorldVeg from USAID under the Main Agreement for the performance of the work specified in this Subcontract (the Project, Article 2 and Annex 1), WorldVeg will pay a contribution to partner acronym to cover the expenses incurred under this Subcontract but not to exceed in total US\$ amount in figures (United States Dollar amount in letters only) as shown in Annex 2. The budget is detailed in Annex 2 and partner acronym agrees to conduct its work and expenses for the Project in accordance with the limitations and budget lines contained in this budget. The funds will be paid in US Dollar.

Maconomy subproject nr and task nr	Amount (USD)
Total	

Commented [GP7]: Fill in (this is NOT a budget – this is just for Finance to know where to charge the funds in Mac)

- II. In no event shall WorldVeg be liable for reimbursement of any cost that would result in cumulative payment under this Subcontract exceeding the total value as established in this clause (I.) unless otherwise agreed between the Parties in writing in accordance with Article 21.
- III. partner acronym may not deviate between budget line items as outlined in Annex 2, unless specifically approved in writing in advance by WorldVeg in accordance with Article 21.
- IV. Unspent funds are to be returned to WorldVeg immediately at the end of this Subcontract as per Article 1, unless otherwise agreed between the Parties in writing in accordance with Article 21.
- V. The Subcontract payment amount (I. above) includes all applicable local taxes and duties, such is the sole responsibility of partner acronym.

Article 5. PAYMENT AND FINANCIAL REPORTING

- I. Subject to receipt of funds from USAID under the Main Agreement and partner acronym’s satisfactory performance, WorldVeg will disburse the funds to partner acronym in two installments upon (i) receipt of partner acronym’s fund request (Annex 3), as well as (as applicable) (ii) WorldVeg’s acceptance of partner acronym’s financial report (Annex 4) together with the statement of expenditures (Annex 5), including all original supporting documentation for the previous period. The forms for fund request, financial report and statement of expenditures are provided in Annex 3-5.
- II. The schedule of payment and financial report submission is as follows:
 - 1st installment (USD amount in figures): upon signing of the Subcontract and receipt by WorldVeg of fund request (Annex 3) from partner acronym.
 - 2nd installment (USD amount in figures): upon receipt by WorldVeg of fund request (Annex 3) from partner acronym and acceptance by WorldVeg of partner acronym’s financial report

Commented [GP8]: Discuss and agree on nr and size of the installments with Dirk BEFORE it comes to Grant Team.

Example is as 1 September 201x – 31 August 201x.

State below in the comment that the nr and size of EACH installment have been agreed upon with Dirk!

(including all original supporting documentation) for installment 1 and at least 80% of the funds transferred having been spent.

The last fund request cannot be requested later than two months prior to the end of the Subcontract.

A final financial report and statement of expenditures including original supporting documentation are due latest by date.month.year

Commented [GP9]: Discuss and agree on the date with Dirk BEFORE it comes to Grant Team.

III. If partner acronym has not carried out the work to the satisfaction of WorldVeg, or if the financial or technical reports are not satisfactory and consequently not accepted by WorldVeg, WorldVeg reserves the right to put subsequent payments on hold until satisfactory remedial action has been undertaken; reasons for non-acceptance and remedial measures must be clearly stated.

IV. partner acronym will submit the fund requests and financial reports together with statement of expenditures and original vouchers in due time to WorldVeg to the following address:

- World Vegetable Center
- Name (the Center PM)
- Address (the Center PM's)
- Phone (the Center PM's)
- E-mail (the Center PM's)

Article 6. TECHNICAL REPORTING

partner acronym shall provide WorldVeg's Project Manager, as indicated under Article 21, xxx interim technical reports and a final technical report describing the progress and result of the work carried out, according to the schedule below. The technical reports shall be in English and in accordance with Annex 6.

Commented [GP10]: Change as per what you need, if only a final report is needed then delete the interim part. But note then only two installments so only when small work and amounts.

Type of report / For period	Due

Commented [GP11]: •Interim or final for each report
 •Period covered for each report
 •Due date for each report. Ensure that the due dates are synced with when you have to report technically to the donor (you should get the partner report at least 15 days before your due date to the donor). Also note – you cannot ask the partner for a report on the same date as the period the report covers ends! Give the partner at least 15 days to write the report after the end of each reporting period.
 •Final report – for this one once again ensure you get it well in time before your due date for your final report to the donor.

Ensure that they align with the installments in Art 5

Article 7. INTELLECTUAL PROPERTY

I. For the purpose of this Subcontract, the following terms shall have the following meanings:

- “Intellectual Property” (i) Patents, designs, copyrights (including the copyright of the code for any software), database rights (where applicable), trademarks, plant variety rights, and other similar statutory rights, as well as applications for any such rights; and
- (ii) Any and all information, including without limitation, data, software, inventions, designs, drawings, process information, know-how and confidential information.
- “Background Intellectual Property” Any and all Intellectual Property developed by a Party or acquired from third parties by a Party prior to the commencement of the performance period – duration under §1 of this Subcontract, which the Party having developed or acquired the Intellectual Property has the right to use and license out for the purpose of this Subcontract.

“Resulting Intellectual Property”

Any and all Intellectual Property generated in the course of this Subcontract by either Party through the conduct of activities under this Subcontract.

“Global Access”

The management of Resulting Intellectual Property and information in a manner that enables it to be promptly and broadly disseminated (available and accessible at no or reasonable cost) to researchers in education or development (including the CGIAR Centres) and, in particular to national agricultural research systems (NARS), extension services, small scale farmers, across national boundaries.

- II. Resulting Intellectual Property from this Project is “international public goods” and the Parties agree that it will be managed in such a manner that Global Access is ensured. Each Party will, while ensuring Global Access, respect the rights and/or confidential information of any Party or third party.
- III. All Background Intellectual Property used in connection with this Subcontract shall remain the property of the Party introducing the same, and as/if needed records should be made of Background Intellectual Property introduced. The Party introducing the Background Intellectual Property hereby grants to the other Party a license to use and sublicense the Background Intellectual Property solely for the purposes of this Subcontract. The Parties grant USAID an automatic, perpetual, world-wide, non-exclusive, royalty-free, irrevocable license (including a right to sublicense its rights to third parties) to use, reproduce, modify, publish, adapt and communicate to the public Background Intellectual Property in conjunction with Resulting Intellectual Property.
- IV. All rights to Resulting Intellectual Property under this Subcontract shall belong to WorldVeg in the first instance. If asked, partner acronym shall execute all formal documents necessary or desirable in order to assign to WorldVeg all rights in Resulting Intellectual Property which may vest or have been vested in partner acronym through activities under this Subcontract.
- V. USAID holds an automatic, perpetual, world-wide, non-exclusive, royalty-free, irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, all Resulting Intellectual Property and other results under this Subcontract, for U.S. Government purposes.
- VI. Notwithstanding II. above, WorldVeg hereby grants partner acronym an automatic, perpetual, world-wide, non-exclusive, royalty-free, irrevocable license to use and sublicense the Resulting Intellectual Property for the purposes of research and education.
- VII. In the event that WorldVeg decides that it is appropriate to file for a patent application or application for other intellectual property protection on Resulting Intellectual Property in its name, partner acronym shall provide all necessary assistance to WorldVeg. WorldVeg shall bear all costs incurred in connection with such preparation, filing, prosecution and maintenance.
- VIII. In the event of early termination of this Subcontract, partner acronym shall supply WorldVeg with all relevant materials, data and Intellectual Property pertaining to its activities under this Subcontract.
- IX. Unless otherwise agreed upon by the Parties through specific material transfer agreements and/or other agreements, all germplasm and/or genetic materials used, exchanged, acquired

and/or developed under this Subcontract shall be governed under the rules and policies of WorldVeg, as may be amended from time to time.

Article 8. PUBLICATIONS, MEDIA RELEASES AND USE OF NAMES

- I. The Parties agree that the results of the activities of the Project should be published to the extent possible provided that in doing so, confidential information of the Parties is not disclosed or otherwise used unless otherwise agreed in writing between the Parties.
- II. Where **partner acronym** intends to publish any article or paper of an academic, scientific, technical nature or any other kind in regard to Project, or to place any kind of advertisement (including request for applications from persons to perform any part of the Project), any such publication or advertisement must first be approved by WorldVeg and must acknowledge the funding and other support provided by USAID in regard to the Project as per below III., as well as give due recognition to others involved.
- III. If **partner acronym** intends to identify USAID's contribution to any publication, video, or other information/media product resulting from the Project *the product must state that the views expressed by the author(s) do not necessarily reflect those of WorldVeg, USAID. Acknowledgements must identify the sponsoring USAID Bureau/Independent Office or Mission and the U.S. Agency for International Development substantially as follows.*

"This [publication, video, or other information/media product (specify)] was made possible through support provided by the Office of Agricultural Research and Policy, Bureau for Food Security, U.S. Agency for International Development, under the terms of USAID Award No. AID-BFS-IO-12-00004. The opinions expressed in this [publication, video, or other information/media product] are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development or WorldVeg."

- IV. **partner acronym** must provide WorldVeg with one copy of all published works developed under the Subcontract and with lists of other written works produced under the Subcontract.
- V. Neither **partner acronym** nor WorldVeg shall make use of this Subcontract, or use the other's name or that of any member of the other's staff for publicity or advertising purposes without prior written approval of the other Party. This restriction shall not include internal documents available to the public that identify the existence of the Subcontract.

Article 9, ANTI-FRAUD AND CORRUPTION

If the **partner acronym** has knowledge of, or a reasonable concern about, illegal, grossly negligent, dishonest or fraudulent activity in the course of collaborating with WorldVeg under this Agreement, the **partner acronym** should contact WorldVeg and/or USAID to explain and report your suspicions for further investigations of the reported suspicions.

Article 10. CONFIDENTIALITY

- I. For the purpose of this Agreement, the term "Confidential Information" means all information disclosed to the **partner acronym** in the course of collaborating with WorldVeg under this Agreement. Confidential information includes, but is not limited to, all information related to operational functions such as budgets, terms and conditions, strategies, forms, processes, as well as information related to technical information such as research data, models, techniques and procedures.

Commented [GP12]: If NOT under the USAID Main Award Agreement then add "and/or **XXX**" where XXX is the lead center

Commented [GP13]: If NOT under the USAID Main Award Agreement then add "and/or **XXX**" where XXX is the lead center

Commented [GP14]: If NOT under the USAID Main Award Agreement then add "and/or **XXX**" where XXX is the lead center

Commented [GP15]: If funded by a USAID Mission then delete "Office of Agricultural Research and Policy, Bureau for Food Security or" and fill in the mission name.

If funded by BFS then just delete "or USAID **XXX** Mission"

If NOT under the USAID Main Award Agreement then delete "Office of Agricultural Research and Policy, Bureau for Food Security or USAID **XXX** Mission"

Commented [GP16]: If NOT under the USAID Main Award Agreement then delete this.

Commented [GP17]: If NOT under the USAID Main Award Agreement then add "or **XXX**" where XXX is the lead center

- II. Except in so far as such matters are properly in, or come into, the public domain, the **partner acronym** agrees to keep confidential all information and other matters contained in or arising from this Agreement or relating to the research and affairs of WorldVeg, and not to disclose any such confidential information to any person unless otherwise expressly provided by this Agreement, or unless the **partner acronym** is ordered to do so by a court of competent jurisdiction.
- III. Notwithstanding II. above, this duty of confidentiality does not constitute a prohibition to the **partner acronym** to lawfully report waste, fraud, or abuse to a designated investigative or law enforcement representative of a U.S. federal department or agency authorized to receive such information.
- IV. This clause shall survive the termination of the Agreement.

Article 11. PROJECT EQUIPMENT AND SUPPLIES

- I. **partner acronym** shall arrange, from the funds payable by WorldVeg for the work, the procurement and delivery of all equipment and supplies that are specified in the Project description (Annex 1) and as per the Budget (Annex 2).
- II. **partner acronym** shall exercise administrative control of and maintain and keep equipment and supplies referred to above in good repair. **partner acronym** shall maintain an up to date inventory of equipment purchased with funds disbursed under this Subcontract, the inventory shall be made available to WorldVeg on request.
- III. Unless otherwise agreed in writing, **partner acronym** shall effect with reputable and substantial underwriters and maintain insurance against all loss or damage to the Project equipment referred to above until the work is completed.

Article 12. AUDIT, EVALUATION AND REVIEW

WorldVeg and USAID, shall upon request, until three years after final payment under this Subcontract, have access to any of **partner acronym's** records related to this Subcontract for the purpose of conducting audits. The period of access for records relating to a) appeals under a dispute, b) litigation or settlement of claims arising from the performance of this Subcontract, or c) costs and expenses of this Subcontract to which exception has been taken shall continue until such appeals, litigation, claims, or exceptions are disposed of.

Article 13. NON-COMPLIANCE

WorldVeg may withhold payment of all or part of the funds as reasonable, or may recover any or all payments, if **partner acronym** fails to use the funds solely to implement the Project described in Annex 1 or fails to respect the terms and conditions of this Subcontract. Delays in **partner acronym's** activities and deliverables due to delay in payment for reasons beyond **partner acronym's** control does not constitute non-compliance.

Article 14. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

partner acronym shall not by virtue of this Subcontract be or for any purpose be deemed to be an officer, employee, partner or agent of WorldVeg or USAID, or as having power or authority to bind or represent WorldVeg or USAID, and shall not represent itself, and shall ensure that its officers, employees, agents and sub-contractors do not represent themselves, as such.

Nothing contained herein shall be construed as establishing a relationship of agent and principal or master and servant between the Parties. Each Party is independent and shall have full control of its

operations and undertakings as well as full responsibility for activities and duties carried by it and on its behalf.

Article 15. INDEMNIFICATION AND INSURANCE

The Parties agree to indemnify and hold harmless each other for liability for personal injury or property damage caused by the negligent acts or omissions of either Party, its agents or employees in the performance of the work.

Whenever relevant and possible, **partner acronym** shall carry reasonable liability insurance in connection with its work (the Project) under this Subcontract.

Article 16. SEVERABILITY

The terms of this Subcontract are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

Article 17. PROHIBITED USE OF FUNDS

- I. Recognizing the obligations of countries that are members of the United Nations under various United Nations Security Council resolutions to take measures to prevent financing of terrorists, **partner acronym** agrees to undertake to use reasonable efforts, consistent with their governing arrangements and policies, including those pertaining to combating financing for terrorists, to ensure that the funds disbursed from WorldVeg to **partner acronym** under this Subcontract are used for their intended purposes and are not diverted to support, directly or indirectly, individuals or entities associated with terrorism, as identified in accordance with relevant United Nations Security Council resolutions. **partner acronym** shall (i) not use such funds for the purpose of any payment to persons or entities, or for the import of goods, if such payment or import, to the recipient's knowledge or belief, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, including under United Nations Security Council Resolution 1373 and related resolutions, and (ii) include a corresponding provision in any sub-agreements that the recipient enters into with entities to which the recipient makes such funds available. While **partner acronym** must comply with the prohibition set forth in this clause 16.1(a), for the avoidance of doubt, this clause 16.1(a) does not prevent **partner acronym** from operating or partnering in territories, where threats of terrorism may be present.
- II. **partner acronym** must make such reasonable efforts, as are necessary, to ensure that no funds or other support from WorldVeg to **partner acronym** under this Subcontract are diverted in support of drug trafficking. As defined in 22 CFR Part 140 (http://edocket.access.gpo.gov/cfr_2002/aprqr/pdf/22cfr140.3.pdf), drug trafficking means "any activity undertaken illicitly to cultivate, produce, manufacture, distribute, sell, finance or transport, or to assist, abet, conspire, or collude with others in illicit activities, including money laundering, relating to narcotic or psychotropic drugs, precursor chemicals, or other controlled substances."
- III. **partner acronym** shall not partner with any other organization or subcontractor in implementing the Project that (a) appears on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury's Office of Foreign Assets Control or any similar list maintained by the European Union, or (b) within the past five years, has been found guilty or liable under any anti- money laundering, trading with the enemy, anti-bribery or

similar statutes of any country, or is under investigation with respect to any of the foregoing and such investigation has been publicly announced by the investigating entity or body.

- IV. **partner acronym** agrees that no portion of the funds disbursed under this Subcontract for use in the Project is earmarked for lobbying activity, defined as attempting to influence legislation (1) through affecting the opinion of the general public or any segment thereof (i.e. grassroots lobbying), or (2) through communications with any member or employee of a legislative body. **partner acronym** confirms that funds disbursed under this Subcontract for use in the Project shall not be used to influence the outcome of any specific public election or to directly or indirectly carry on any voter registration drive.
- V. **partner acronym** may not use any funds disbursed from WorldVeg to partner acronym under this Subcontract for any activity that involves investment promotion in a foreign country.
- VI. **partner acronym** may not use any funds disbursed from WorldVeg to **partner acronym** under this Subcontract to finance the travel, per diem, hotel expenses, meals, conference fees, or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization.
- VII. **partner acronym** may not use any funds disbursed from WorldVeg to **partner acronym** under this Subcontract to purchase without prior written WorldVeg's approval:
 - a. Agricultural commodities.
 - b. Motor vehicles.
 - c. Pharmaceuticals.
 - d. Pesticides.
 - e. Used equipment.
 - f. Contraceptives and condoms.
 - g. Fertilizer.

Article 18. UN CONVENTION ON THE RIGHTS OF PERSONS WITH DISABILITIES

partner acronym undertakes not discriminate against persons with disabilities in the implementation of the Project and make every reasonable effort to respect the principles of the UN Convention on the Rights of Persons with Disabilities (<http://www.un.org/disabilities/documents/convention/convoptprot-e.pdf>) in performing the Project. **partner acronym** will demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

Article 19. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- I. This Agreement shall be governed by General Principles of Law to the exclusion of any national system of law. Such general principles of law shall be deemed to include the latest version of the UNIDROIT Principles of International Commercial Contracts.
- II. Any disagreements between the Parties concerning the interpretation or application of this Subcontract will be settled amicably by negotiation, failing which all disputes arising out of or in connection with this Subcontract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
- III. Notwithstanding the existence of a dispute each Party shall continue to perform its obligations under this Subcontract.

Article 20. FORCE MAJEURE

Neither Party shall be liable to the other Party for any prolonged and non-remediable delay in performing or failure to perform any of its obligations under this Subcontract where an Event or Force Majeure renders such performance impossible. The time for performance shall be extended for a reasonable time, having regard for the cause of the delay upon reasonable notice in writing to the other Party. Should such delay persist for a period of twenty-eight (28) continuous days either Party may give notice to terminate this Subcontract on thirty (30) days' notice in writing. The term "force majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, lightning, floods, washouts, civil disturbances, explosions and other similar events not within the control of either Party and which, by the exercise of due diligence, neither Party is able to overcome.

Article 21. NOTICES AND CHANGES

Any notice, request or other communication to be given or served pursuant to this Subcontract shall be in writing (preferable via e-mail) and addressed, as the case may be as outlined below.

By mutual agreement, WorldVeg and partner acronym may make changes to the terms of this Subcontract. Any such changes shall be in the form of a written amendment.

Where a conflict of meaning arises with other agreements, the subcontract will, to the extent of such conflict, take precedence.

Communication between the parties

Communication to WorldVeg:

Administrative/contractual matters

World Vegetable Center
Jui-Kai Li
Program Officer -
Office of the Deputy Director General-
Research
P.O. Box 42, Shanhua, Tainan 74199
Taiwan
Tel: +886 (0)6 583 7801, ext 125
E-mail: jui-kai.li@worldveg.org

Communication to partner acronym:

Administrative/contractual matters

Name
Address
Phone
E-mail

Technical matters (Project Manager)

World Vegetable Center
Name (the Center PM)
Address (the Center PM's)
Phone (the Center PM's)
E-mail (the Center PM's)

Technical matters (Principal Investigator)

Name
Address
Phone
E-mail

Article 22. TERMINATION

WorldVeg or partner acronym may terminate this Subcontract upon twenty five (25) days written notification to the other Party. Such notification should include the reasons for the termination.

WorldVeg or partner acronym may terminate this Subcontract in part or suspend its implementation in whole or in part if mutually agreed upon between the Parties in writing in accordance with Article 21.

In the event of USAID withdrawing its' funding for the Project, or otherwise materially change the terms of the Main Agreement, WorldVeg will immediately notify partner acronym and by such notification terminate this Subcontract with immediate effect. Upon termination, partner acronym shall refund to WorldVeg any unexpended or unobligated balance of funds advanced pro-rated against actual expenditure and performance (time spent) as to the satisfaction of WorldVeg as determined by WorldVeg.

Notwithstanding, WorldVeg reserves the right to terminate this Subcontract with immediate effect, or take other appropriate measures, without any compensation or damages due to partner acronym, but without prejudice to any other rights or remedies WorldVeg may have, if partner acronym or a key individual of the partner acronym:

- commit a serious breach of the terms of this Subcontract which it fail to remedy within [10] days of receipt of written notice from WorldVeg specifying the breach and requesting remedy;
- persistently neglect, fail or refuse for whatever reason to perform to the satisfaction of WorldVeg the work (the Project) which are to be provided under this Subcontract as outlined in Article 2 and Annex 1;
- act in a way materially contrary to the interests of WorldVeg whilst providing or purporting to provide the work (the Project) under this Subcontract;
- enters into an arrangement for the benefit of creditors, becomes insolvent, files for protection under the bankruptcy laws or otherwise seeks relief from creditors or anything analogous to the matters stated hereinbefore shall occur to that Party under any applicable law;
- is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking or other serious criminal offenses.

If the Subcontract is terminated early, partner acronym shall be compensated on a pro rata basis for no more than the actual amount of work performed (time spent) to the satisfaction of WorldVeg as determined by WorldVeg.

On the termination of this Subcontract, however arising, partner acronym shall deliver to WorldVeg all documents, formulae, papers, drawings, software, data, specifications, reports, notes, programs, portfolios, equipment, materials of any sort, identity cards and keys which were furnished by WorldVeg to partner acronym, or which were prepared by or on behalf of partner acronym for WorldVeg in the course of providing services under this Subcontract.

The parties recognise the impracticality of providing for every contingency, which may arise during or after the life of the subcontract and hereby agree to operate fairly and without detriment to the interests of either of them.

.....this space is intentionally left blank.....

This Agreement is the complete agreement regarding the work (the Project) between WorldVeg and partner acronym and supersedes all prior understandings regarding the work (the Project).

IN WITNESS WHEREOF, the respective Parties have executed this Subcontract on the dates indicated below.

World Vegetable Center xxxxx

Dr Yi-fu Chang xxxxx
Deputy Director General – A&S xxxxx

Commented [ODDGR18]: Follow the DG Memo 2016-04

Date:

Date:

ANNEX 1. SCOPE OF WORK / DESCRIPTION OF WORK – THE PROJECT

Full name of the work/project of the partner
under

Full name of the main project the agreement work is funded under

Commented [GP19]: Same as on the cover page

partner acronym WORKPLAN AND DELIVERABLES

ANNEX 2. BUDGET

Commented [GP20]: Discuss and agree on the budget with Dirk BEFORE it comes to Grant Team.

Direct allocation to partner acronym (all figures in US Dollar):

Line item	Maconomy subproject nr	Amount (USD)
Total		

ANNEX 3. FUND REQUEST FORM (template)

To: World Vegetable Center PM's name Address Email	From: Name Address Phone E-mail
---	--

Description

Installment no: _____

Full name of the work/project of the partner under

Full name of the main project/ USAID Award no AID-BFS-IO-12-00004 (USAID)

WorldVeg Contract Nr: SC-195-XX

Maconomy subproject nr and task nr	Amount (USD)
Total	

Commented [GP21]: Same as on the cover page

Commented [GP22]: If NOT under the USAID Main Award Agreement then add "through XXX" where XXX is the lead center

Commented [GP23]: Fill in (this is NOT a budget – this is just for Finance to know where to charge the funds in Mac)

The original invoices / receipts / financial report / statement of expenditures are attached (as applicable).

Total

.....
 Signature authorized representative of partner acronym

Name:

Position:

Date:

Please pay to the partner acronym bank account at:

Commented [GP24]: Do NOT fill in the below – that is done on the actual fund request each time – this is a template!

Bank Name:

Bank Address:

Bank ABA#:

Account No.:

Account Name:

Account Owner:

Swift Code:

For payment approved by Project Manager – WorldVeg

 Date:

ANNEX 4. FINANCIAL REPORT FORM (template)

1. Partner					
Name: partner's full name (partner acronym)			Address: Address Email		
2. Project title					
Full name of the work/project of the partner under					
Full name of the main project/ USAID Award no AID-BFS-IO-12-00004 (USAID)					
Contract Nr: SC-xxx-xx					
3. Payments received					
		date received			
		date received			
		date received			
		date received			
		date received			
		date received			
				Total (a): US\$	
4. Expenses (in US\$)					
Line item	Approved Budget	Previous Periods (dates)	Current Period (dates)	Cumulative from Start to Current (b)	Budget Balance
Monitoring & Evaluation					
Equipment & Supplies					
Field Costs/Research					
Travel					
Publications					
Indirect Costs					
Grand Total (b)					
5. Fund balance (a) – (b): 0.00			% funds spent (b)/(a): x%		
It is hereby certified that the above amounts have been spent for the proper execution of the above-stated project activities, all within the terms and conditions of the Subcontract. All supporting documentation substantiating these expenditures is attached.					
Signature of authorized representative of partner acronym:					
Name and position:					

Commented [GP25]: Same as on the cover page

Commented [GP26]: If NOT under the USAID Main Award Agreement then add "through XXX" where XXX is the lead center

Commented [ODDGR27]: ODDGR fills in

Commented [GP28]: According to Annex 2

Financial report and supporting documents reviewed, accepted and submitted for further processing to WorldVeg's financial services by Project Manager – WorldVeg

Date:

ANNEX 5. STATEMENT OF EXPENDITURES - Liquidation of Advance (template)

Partner: Full name of the partner (partner acronym)

Period covered:

Project Title: Full name of the main project / USAID Award no AID-BFS-IO-12-00004 (USAID) / SC-XXX-XX

Commented [ODDGR29]: If NOT under the USAID Main Award Agreement then add "through XXX" where XXX is the lead center

Budget item	Voucher no.	Description	Payee (supplier)	Date of payment	Amount paid in local currency	Remarks

TOTAL: Local
currency
US\$ Conversion rate applied

It is hereby certified that the above amounts have been spent for the proper execution of the above-stated project activities, all within the terms and conditions of the Subcontract.
All supporting documentation substantiating these expenditures is attached to this report.

Approved by _____
Project Manager – WorldVeg

Date

Certified by _____
Financial Officer – partner acronym

Date

ANNEX 6. STRUCTURE OF TECHNICAL REPORTS

INSTRUCTIONS:

Technical reports must be sent to WorldVeg according to the dates indicated in the Subcontract (in electronic version) attention to D. **PM's name, Email.**

Structure of Interim Reports (the report should not exceed 6 pages)

1. Activities undertaken and Success stories/Significant aspects
2. Activities not accomplished
3. Activities for the next period

Structure of Final Report (the report should not exceed 20 pages)

(Additional research reports and publications may be added as annexes)

1. Executive Summary
2. Background of the study
3. Experimental or Survey design and methods
4. Research results including basic economic analysis
5. Discussions of results and recommendations for uptake and adoption
6. References and Publications