

AGREEMENT

Between

**The African Network for Agriculture, Agroforestry and Natural Resources
Education (ANAFE), Nairobi, Kenya**

and

Abomey Calavi University, Cotonou, Benin

May, 2012

1. ARTICLE 1: GENERAL

1.1. Purpose of this Agreement

The African Network for Agriculture, Agroforestry and Natural Resources Education (ANAFE) has entered into an agreement with the Swedish International Development Cooperation Agency (Sida) to implement the programme: Strengthening Africa's Strategic Agricultural Capacity for Impact on Development (SASACID) (Annex 1: Agreement Signed with Sida). Implementation of most of the programme activities will be done through Pilot Institutions (PIs). This Agreement establishes the terms and manner in which the Abomey Calavi University (hereinafter referred to as the Grantee) shall serve as a Pilot Institution (PI) under the SASACID programme. The theme for which the institution will focus on is Agribusiness. Abomey Calavi University will undertake the project in accordance with the project implementation plan (PIP) as in Annex 2 of this document, with Reference No SASACID/Agb/12/AHT-RAFT/P1.

1.1.1. The purpose of the Grant is to support implementation of the Agribusiness theme in the Africa Humid Tropics region. The total amount of funds to be availed over a three-year period is specified in the PIP (Annex 2), with the purpose of achieving the specified objectives and stated outputs.

1.2. Grantee Institution and Project Leadership

1.2.1. The Grantee Institution confirms that it is a duly registered legal entity in its local jurisdiction. The Grantee further represents that it has a history of financial probity and a record of achievement.

1.2.2. For the purpose of this grant, the Grantee Institution puts in place an implementation team led by a designated and committed project team leader.

1.2.3. The project team recognizes the commitment made to carry out the work with the identified partners as specified in the PIP in Annex 2.

1.3. Use of Funds

1.3.1. The African Network of Agriculture, Agroforestry and Natural Resources Education (ANAFE) shall arrange to have the Grant funds paid to the Grantee institution, who will take full responsibility of the project implementation, following receipt of a countersigned copy of this Agreement and in line with the schedule specified in Article 5 of this Agreement.

1.3.2. The grant will be made available in successive disbursements based on approved annual workplans and budget. The Grantee will use the Grant funds to finance payments made in line with the approved PIP (Annex 2) and annual work plans.

As

- 1.3.3. The Grantee's institution shall exercise the same care in the administration of the Grant as it exercises in the administration of its own funds, having due regard to economy and efficiency and the need to uphold the highest standards of integrity in the administration of public funds, including prevention of fraud and corruption. The Grantee agrees to use the funds only for their intended purposes as described in the project implementation plan (Annex 2) and approved by ANAFE. **Grantee Institution can charge up to a maximum of 5 % of the grant as overhead to cover for grant administration costs.**
- 1.3.4. If ANAFE determines that an amount of the Grant has been used or obtained in a manner inconsistent with the provisions of this Grant Agreement, the Grantee Institution shall, upon notice by ANAFE to the Grantee, promptly refund such amount to ANAFE.

2. ARTICLE 2: COMMENCEMENT AND DURATION

- 2.1. The commencement date of the project is the date it is signed by the Grantee Institution, but not later than 30th of June, 2012. If the Agreement is not signed and returned to ANAFE by this date, the award will be deemed as void and of no effect.
- 2.2. The duration of this Agreement shall be as spelt out in the attached approved implementation plan (Annex 2) and in line with the schedules in the approved work plan.

3. ARTICLE 3: GRANTEE'S STATUS

- 3.1. It is mutually agreed that the Grantee is an institutional contractor.
- 3.2. The Grantee shall, at its sole expense, assume any financial or business obligations, which it believes are required for the performance of this Agreement including but not limited to the employment of staff, travel expenses and any other related expenses. Should the Grantee hire and pay any person it wishes to assist under this Agreement, such individual(s) shall become and remain an employee(s) or agent(s) of the Grantee, and not employee(s) or agent(s) of ANAFE. The payments specified in any portions of this Agreement shall be made without withholding or other deductions for federal, state or local taxes.
- 3.3. The Grantee shall be responsible for appropriate tax payments on said sums, and agrees to hold harmless and indemnify ANAFE for any and all liabilities it may incur as a result of failure to pay taxes upon said sums.

4. ARTICLE 4: SCOPE AND OBJECTIVES OF THE PROJECT

4.1. The scope and objectives of this project are as detailed out in the approved project implementation plan in the Annex 2 of this document.

5. ARTICLE 5: GRANT

5.1. It is mutually agreed that the Grantee shall carry out the project titled during this Agreement under objectives set out in Article 4 and for that will receive a total grant of **Seventy Five Thousand Dollars (US\$ 75,000.00)** payable as follows:

- i. **25 % of Total Fund** upon signing and returning of this Agreement and of the workplan attached that will be covered by this initial advance, in the first six months of the project.
- ii. Upon receipt of the Progress Report and an expenditure report and receipts duly certified by the institution's Bursar/Head of Finance, of the first advance, a second advance to cover the cost of activities of the next set of outlined activities, which should not be more than an additional **50 % of the total fund**.
- iii. Another **20 %** will only be released after the second disbursement has been properly accounted for within the time-frame agreed upon in the workplan.
- iv. The **final 5 %** of the total funds will only be released upon receipt of a Final Report that meets the objectives and provides the outputs and specific requirements spelt out in the project implementation plan, and an expenditure statement.

6. ARTICLE 6: RECORDS, ACCOUNTS AND AUDIT

6.1. The Grantee shall ensure that a financial management system is maintained and financial statements are prepared, in accordance with consistently applied accounting standards acceptable to ANAFE, both in a manner adequate to reflect the operations, resources and expenditures related to the activities funded by the Grant.

6.2. The Grantee shall ensure that interim un-audited financial reports for the activities funded by the Grant are prepared, signed by the Institution's finance department and furnished to ANAFE every six (6) months and until the completion of the project from the beginning of the work assignment. The final technical and financial reports shall be sent to ANAFE Secretariat no later than one month after the end of the project, which is 28th February 2015.

6.3. For the purpose of auditing done at the ANAFE Secretariat, all original receipts shall be sent to ANAFE Secretariat with the financial reports. ANAFE Secretariat shall

AV

share with the Grantee the annual audited financial statements not later than two months after the end of the financial year.

6.4. The Grantee shall ensure that all original receipts or records evidencing expenditures related to activities funded by the Grant shall be sent to ANAFE Secretariat with copies retained until at least one year after the end of the project.

7. ARTICLE 7: PLANNING, REVIEW, REPORTING, MONITORING AND EVALUATION

7.1. The Grantee shall submit to ANAFE, an activities progress report for the Grant Period, every six (6) months, and not later than 15 days after the end of a six months period, summarizing the activities funded by the Grant.

7.2. The progress reports should (a) be written in clear concise English or French using the ANAFE reporting format (Annex 3); (b) specify the activities, results, milestones, deliverables and issues in relation to each of the objectives; (c) describe the actions taken to address the tasks set out in the work program (d) report on results, including whether or not the milestone and achievement criteria have been met; (e) provide explanations of any variations; (f) report on any problems or issues either current or in the foreseeable future; and (g) describe what actions have been or may be taken to overcome such problems. The reporting will be structured in accordance with the ANAFE Results Based Management System for SASACID activities. Additional information may be provided as necessary.

7.3. The project location and activities can be visited by an appropriately designated ANAFE or Sida representative as part of the Monitoring and Evaluation activities and when such visits are made, the Grantee is committed to making available all information and particulars related to the project for the purpose of monitoring and evaluation.

7.4. An end of project evaluation may be instituted by ANAFE at the end of the duration of the project.

8. ARTICLE 8: REFUND OF INTEREST INCOME AND/OR UNSPENT BALANCES

8.1. The annual financial report shall provide information on interest income and/or unspent balances. By the end of the agreement, these funds shall be refunded to ANAFE by the Grantee within six months of the end of the project/programme, unless otherwise agreed.

8.2. Exchange rate losses will not be taken into account by ANAFE. The Grantee will have to realign activities to do only those activities in line with the available budget. Interest could be used to offset exchange rate losses as is in the Sida contract.

However exchange rate to be used is the one obtained at the time of transfer of funds. If at the end of the project, extra funds are available due to exchange rate gains and interest, use of such funds should be authorized by ANAFE in line with Sida requirements.

9. ARTICLE 9: INDEMNITY

9.1. The Grantee agrees to hold harmless and indemnify ANAFE and its employees from all claims, demands, costs, expenses, liability and causes of action by third parties for death, bodily injury, property damage or any other cause of action arising out of or in connection with the Grantee's performance of the duties under this Agreement. This indemnification clause shall survive the termination of this Agreement.

10. ARTICLE 10: ARBITRATION AND APPLICABLE LAW

10.1. In case of any dispute between ANAFE and the Grantee, which is not disposed of by Agreement and which involves any question of compliance of the Grantee's work with the requirements of the Agreement, the Grantee hereby agrees to be bound to ANAFE by any and all final decisions or determinations made hereunder by the applicable Board of Contract appeals, or a court, authorized or designated in the prime contract or by law for the resolution of disputes.

11. ARTICLE 11: TERMINATION

11.1. ANAFE or the Grantee may suspend or terminate this Agreement, in whole or in part, for cause or convenience. In addition, ANAFE shall have the right to suspend or terminate this Agreement immediately without notice in the event the Grantee fails to perform the obligations hereunder (which shall include, but not limited to, failure to deliver a timely product as specified in this Agreement), violates regulations that apply to the provision of work under this Agreement or engages in conduct that calls ANAFE into public disrepute or threatens to cause injury to its business interests. The parties agree that it is vital to the performance of this Agreement that the Grantee establishes an appropriate working relationship with ANAFE RAFTs and NAFTs.

11.2. Both ANAFE and the grantee shall retain the right to terminate this Agreement upon fourteen (14) days' notice providing reasons for such termination. In the event of termination by both parties, the termination shall not apply to funds irrevocably committed by the Grantee in good faith to third parties before the date of the notice

NY

of termination provided that the commitments were made in accordance with this Agreement.

12. ARTICLE 12: FORCE MAJEURE

- 12.1. A party is not liable for failure to perform the party's obligations if such a failure is a result of such causes as natural disasters, sudden death, war, insurrection, usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout or interruption or failure of electricity. No party is entitled to terminate this agreement under ARTICLE 11 (Termination) in such circumstances.
- 12.2. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the non-performing party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in Clause 12.1 (Force Majeure).

13. ARTICLE 13: MISCELLANEOUS

- 13.1. The Pilot Institution will be expected to provide the necessary Banking details to which the fund advance will be sent in respect of this Agreement
- 13.2. The Grantee shall not permit the disclosure, duplication or use of any information deemed by ANAFE to be confidential or proprietary information.
- 13.3. No term or provision of this Agreement shall be deemed waived, nor any breach of Agreement excused, unless such waiver shall be in writing and signed by both ANAFE and the Grantee.
- 13.4. This Agreement, and the documents appended hereto, embody the entire Agreement between the parties on this subject matter and supersede any and all prior Agreements, written or oral, between the parties. No modification, amendment or deletion of the terms hereof shall be effective unless made in writing by ANAFE and the Grantee.

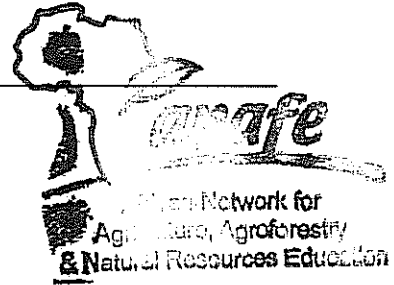
In witness whereof, the parties hereto have signed the Agreement on the date as indicated

1. For African Network of Agriculture, Agroforestry and Natural Resources Education (ANAFE)



Dr. Aissetou Dramé Yayé

Executive Secretary

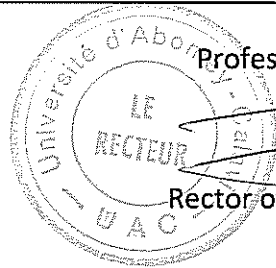


African Network for Agriculture, Agroforestry and Natural Resources Education (ANAFE)

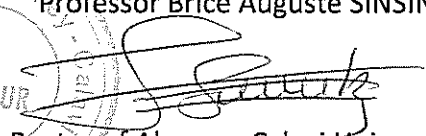
15/06/2012

(Date)

2. For Abomey-Calavi University (UAC)



Professor Brice Auguste SINSIN



Rector of Abomey-Calavi University

07.06.2012

(Date)