

SUB- AGREEMENT
BETWEEN
THE INTERNATIONAL CENTRE FOR RESEARCH IN AGROFORESTRY
AND
UNIVERSITY OF AGRICULTURAL SCIENCES, BANGALORE

The International Centre for Research in Agroforestry of P.O. Box 30677-00100 Nairobi, Kenya, (hereinafter referred to as "ICRAF" and also known by the brand name "World Agroforestry Centre") wishes to enter into an agreement with University of Agricultural Sciences, Bangalore of Chikka Bommasandra, Bangalore, Karnataka 560065, India (hereinafter referred to as "UASB" on the terms and conditions set out below:

Prelude:

WHEREAS both ICRAF and UASB warrant and represent that they both have capacity to enter into this agreement and the persons executing this agreement on their behalf are duly authorized and empowered to do so;

WHEREAS this Agreement is under the financing of a Project Agreement between ICRAF and International Fund for Agricultural Development (IFAD) with regard to "Programme for the Development of Alternative Biofuel Crops dated 16 November 2012 (hereinafter referred to as the "Project Agreement");

WHEREAS it is intended that this Agreement be subject to the availability of funds from the grant from IFAD.

WHEREAS it is intended that there is an agreement between ICRAF and UASB to carry out activities as described in the Work Plan annexed to this agreement as Annex 1.

NOW THEREFORE the Parties hereby agree as follows:

1. Objectives

The objective of the agreement is for UASB to undertake the activities described in the Work Plan annexed to this agreement as Annex 1.

2. Timing – Commencement and Completion

This agreement comes into effect on the date the last signature is appended on this agreement. Both parties agree project activities begun on the 1st of October 2013 pending signing of this agreement and will be carried out for a period of two years ending 30th September 2015.

Should it become evident to either Party during the implementation of the Project that an extension beyond the expiration date set out in paragraph 1, above, of the present Article, will be necessary to achieve the Objectives of the Project, that Party shall, without delay, inform the other Party, with a view to entering into consultations to agree on a new termination date. Upon agreement on a termination date, the Parties shall conclude an amendment to this effect, in accordance with Article 13, below.

3. Project Contacts

USAB Contacts:

Dr. Balakrishna Gowda

Professor Dept. of Forestry and Environmental Sciences and coordinator biofuel Park, Madenur Hassan University of Agricultural Sciences, Bangalore-560065

Dr. K.T.Prasanna

Professor Dept. of Forestry and Environmental Sciences, UAS, GKVK, Bangalore-560065

ICRAF Contact:

Dr. Navin Sharma,

Programme Director - Biofuels
World Agroforestry Centre (ICRAF)
1st Floor, C-Block
Dev Prakash Shastri Marg
Pusa Campus
New Delhi - 110012.

4. Key Personnel

The Activities as described in the Annex 1: Work Plan shall be under the general guidance and technical direction of **Dr. Balakrishna Gowda**.

5. Budget, Payments Schedule and Reporting

5.1. The budget is Indian Rupees 35,00,000 (Rs. Thirty five lac only) for a period of 2 years as detailed in the budget annexed to this agreement as Annex 2.

5.2 Disbursement of funds:

- 50% of the total budget i.e. first year budget of Rs. 17,50,000 (Rs. Seventeen lac fifty thousand only) on signing of the agreement and submission of certified invoice.
- 40% of the total budget upon submission of financial report due 31 October 2014 signed by the Comptroller of USAB and satisfactory technical report.
- 10% on submission of Final technical and financial report due 31 October 2015.

6. Insurance

- 6.1. ICRAF declines every form of responsibility for actions, claims, demands, costs and expenses which may arise from or be a consequence of any unlawful or negligent act or omission of UASB or its employees or agents in carrying out the work described in the Work Plan (Annex 1).
- 6.2. Therefore when deemed necessary, UASB should take out appropriate insurance cover for all staff and/or activities financed through this agreement, such as, but not limited to: health, life, accidents, long term disability, workers compensation, travel, public liability, etc. The decision whether or not such insurances are required, rests entirely with UASB.

7. Taxation

ICRAF undertakes no liability for taxes, duty or other contribution payable by UASB on payments made under this contract. No statement of earnings will be issued by ICRAF.

8. ICRAF Coordinator

The person holding, occupying or performing the duties of Programme Director – Biofuels, currently Dr. Navin Sharma, shall have responsibility for supervision of the Agreement on behalf of ICRAF and will have authority to issue and receive any written notification under the Agreement.

9. Intellectual Property Rights (IPR)

- 9.1. All Background Intellectual Property used in connection with this Research Project shall remain the property of the Party introducing the same, and 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 for the purposes of the Research Project.
- 9.2. Any IPR associated with products jointly generated by ICRAF staff or consultants and UASB shall reside jointly with ICRAF and UASB, not the individual. Due recognition of the contributions of individuals will be made.
- 9.3. ICRAF will take steps to ensure that it is in full and complete compliance with international IPR treaties and national regulations and the CGIAR Principles on the Management of Intellectual Assets¹ as they relate to our operations and programs.
- 9.4. ICRAF views its final research outputs as "International Public Goods" and as such shall use the most appropriate mechanisms to make the results freely and widely available to all.

10. Confidentiality

During the course of this Agreement, either party may acquire confidential information or trade secrets of the other ('Confidential Information'). Confidential Information of a party means all information of whatever description, whether in permanently recorded form or not and whether or not belonging to a third party, which is by its nature is confidential or which the party identifies as confidential to itself. It does not include information to the extent that information is: (i) independently created or rightfully known by, or in the possession or control of, the other party and not subject to an obligation of confidentiality on the other party; (ii) in the public domain (otherwise than as a result of a breach of this Agreement); or (iii) required to be disclosed by law.

¹http://www.cgiarfund.org/intellectual_assets

Each party agrees to keep all such Confidential Information in a secure place, and further agrees not to publish, communicate, divulge, use or disclose, directly or indirectly, for its own benefit or for the benefit of another, either during or after performance of this Agreement. This obligation of confidence shall not apply with respect to information that is (a) available to the receiving party from third parties on an unrestricted basis; (b) independently developed by the receiving party; or (c) disclosed by the other party to others on an unrestricted basis

11. Severable Provisions

Each and every provision in this Agreement shall be read (where possible) in relation to each and every individual case instanced by each and every individual word or combination of words contained in that provision as a combination of separable provisions and each and every of such separable provisions shall be read as entirely independent and severable from the other or others. In all cases where a provision of this Agreement is reducible, invalid or unenforceable in terms of any legislation or other legal authority, such provision shall not affect the validity of the remaining portion of this Agreement which shall remain in force and effect as if this Agreement had been granted with no such provision and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including therein any such provision.

12. Assignment

UASB can assign or delegate any of its duties to any other parties of equivalent skill, experience, resources, and expertise to provide the services set out provided it receives consent for such action in advance and in writing from ICRAF;

The appointment of any other party shall not affect the obligations of UASB towards the ICRAF under the terms of this Agreement;

ICRAF shall have the right to accept or reject the parties proposed within five days of receiving notification from of the proposed assignation or delegation.

13. Amendments

The terms of this agreement can be amended, with the approval of both parties, by means of exchange of letters or email through the authorized officials at each institution. Either party may initiate the exchange of letters or email.

14. Termination

This Agreement may be terminated by either party by giving written notice of intent to terminate the Agreement. Such termination shall not affect the execution and conclusion of specific activities in effect under the terms of this Agreement nor publication and dissemination of results of research in progress. Such notice will be given 3 months in advance of the desired termination date.

Either party may terminate this Agreement by giving 3 months' notice in writing to the other party if:

3. Awareness among farmers to grow grafted seedlings of high performance
4. Species consortia for the specific zones in Southern Karnataka
5. Use of improved and appropriate technologies for generating co products and their utilization
6. Improves livelihood benefits for farmers
7. A germplasm bank

Annex - 2: Budget (in Indian Rupees)

Sl. No.	Item	Year I	Year II	Total
1.	Professional services / consultancies –studies on elite clones, oil expelling, biogas studies etc.	450000	450000	900000
2.	Travel Cost (vehicle hiring, TA/DA,)	75000	75000	150000
3.	Equipment**	500000	300000	800000
4.	Operational costs (nursery, contingencies, raising 30000 plants etc.)	450000	650000	1100000
5.	Training / capacity building (awareness, planting in 500 acres in 25 villages)	275000	275000	550000
	Total	1750000	1750000	3500000
	Rs. Thirty five lakhs			

Rs. Thirty five lac only.

****List of equipment:**

Oil expeller - 75kg/hr with accessories - 4.0 lakhs
 Oil expeller 10kg/hr - table top model - 0.65 lakhs
 Solar backup for water lifting (nursery) - 0.75 lakhs
 15 kva SVO run generator -2.5 lakhs
 misc accessories- 0.10

(i) There is a material breach by the other party of any of its obligations hereunder which, if it can be remedied remains unremedied on the expiry of five days after receipt by the party in breach of written notice from the other specifying the breach and the action required to remedy same; or

(ii) The notifying party is of the opinion that in the circumstances of the breach, it is not appropriate for the Agreement to continue in force.

The Agreement will end automatically if either party enters into bankruptcy, or makes other arrangements for the benefit of its creditors, or becomes otherwise legally incapacitated;

In the event that the Agreement comes to an end or is terminated before the completion of the services, UASB shall be entitled to payment by ICRAF for work completed on a pro-rata basis;

Termination of this agreement shall not affect the rights of either party against the other in respect of the period up to the date of termination;

The failure on the part of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or time thereafter.

15. Applicable Law and Dispute Resolution

The applicable law shall be the law of the Republic of India in so far as it is not in conflict with municipal law of the country of implementation.

The Parties shall try to settle amicably through direct negotiations, any dispute, controversy or claim arising out of or relating to the present Agreement, including breach and termination of the Agreement. If these negotiations are unsuccessful, the matter shall be referred to arbitration in accordance with United Nations Commission on International Trade Law Arbitration Rules. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final decision on any such dispute, controversy or claim.

16. Entire Agreement

This agreement supersedes all prior representations, arrangements and understandings between the parties relating to the subject matter hereof and except as expressly provided herein is intended by the Parties to be the complete and exclusive statement of the terms and conditions of this agreement. Any amendment to this agreement must, to be effective be in writing and signed by the authorized representatives of each party.

17. Force Majeure

Neither party shall be liable to the other party in respect of any delay in performing or failure to perform any of its obligations hereunder if such delay or failure results from:

- a. Acts or intervention of Government or Government agencies.
- b. Fire, flood or explosion;
- c. Acts of God;
- d. Declared or undeclared war or riots or civil commotion;
- e. Strikes or other industrial disputes;
- f. Any act neglect or default of the other party; or
- g. Any cause outside reasonable control.

18. Communication and Notices

All notices and correspondence between parties shall be sent for the attention of:

If to ICRAF:

Dr. Tony Simons
Director General
World Agroforestry Centre (ICRAF)
P.O. Box 30677-00100,
United Nations Avenue, Gigiri
Nairobi, Kenya
Tel: +254 20 7224000
Fax: +254 20 7224001
Email: tsimons@cgiar.org

If to UASB:

Dr. K. Narayana Gowda
Vice Chancellor
University of Agricultural Sciences
Gandhi Krishi Vignan Kendra
Bellary Road
Bengaluru – 560065
Tele: 011-2333277
Email: knarayanagowda@yahoo.co.in

With copies to:

Laksiri Abeysekera,
Deputy Director General – Finance and Corporate Services
Email: l.abeysekera@cgiar.org

Elizabeth Kariuki, Head of Contracts & Grants,
Email e.m.kariuki@cgiar.org

All correspondence shall normally be by first class air-mail or courier or email, other than correspondence dealing with termination, which shall be recorded delivery.

19. No Joint Venture or Partnership and Indemnification

Nothing in this Agreement shall be construed to create a relationship between the parties, nor to render any party liable for the debts or obligations incurred by any other. No party is authorized to make representations on behalf of the others, or to bind the others in any manner whatsoever.

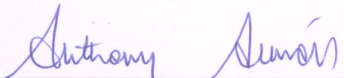
UASB shall indemnify ICRAF and keep ICRAF indemnified against all loss, damage or liability whether criminal or civil suffered (and legal fees and costs incurred) for any acts of neglect by the UASB or its employees or its agents. ICRAF shall similarly indemnify UASB and keep UASB indemnified against loss, damage or liability whether criminal or civil suffered (and legal fees and costs incurred) for any act of neglect by ICRAF or its employees or its agents.

20. Acceptance

If you agree to terms and conditions set out in this agreement, your acceptance must be notified by signing, dating and returning three copies of this letter to ICRAF. Receipt by ICRAF of the acceptance in writing of these terms and conditions will constitute the entire agreement for the provision of the work described in the Work Plan in Annex 1.

IN WITNESS THEREOF, this agreement is signed by the respective officers on the day, month and year indicated below:

For ICRAF:



Dr. Anthony Simons
Director General

16-01-14

(Date)

For UASB

 28.01.2014

Dr. H.V. Nanjappa
Registrar

28.01.2014

(Date)

Annex 1: Work Plan

Work plan for developing biofuel species consortia suitable for various agro climatic situations and appropriate technology interventions for improving livelihood benefits in southern Karnataka (2013-2014).

Submitted by

Dr. Balakrishna Gowda

Professor Dept. of Forestry and Environmental
Sciences and coordinator biofuel Park, Madenur Hassan
University of Agricultural Sciences, Bangalore-560065

Dr. K.T.Prasanna

Professor Dept. of Forestry and Environmental
Sciences, UAS, GKVK, Bangalore-560065

in collaboration with

Dr. Navin Sharma,

ICRAF, New Delhi

Background

The biofuel plant species are quite well known to people with the advent of the activities of the Biofuel Park, at Hassan. Several studies were made over the past six years in identifying high yielding types which help in augmenting the yield of oil seeds to meet the growing demand of biofuel. Some feeler studies made at Biofuel Park have shown positive trend towards developing quality planting material. Identification and characterization of the selected accessions of tree borne oil seed tree species across the geographical area for its oil yield, seed yield and suitability for the specific zones are required. Species viz. *Pongamia pinnata*, *Bassia latifolia*, *Aphanamixis polystachya*, *Calophyllum inophyllum*, *Simarouba glauca* and *Jatropha curcas* are the major candidates for the study. Further, the adoption of these species to specific locations, formation of consortia of species for individual farmers / the village ecosystem is also of considerable importance in producing the feed stock for biofuels.

Although many of the thoughts have gone in to value add to the feed stock during oil expelling, the best practices in this regard is to utilize the same in rural sector like production of biogas, use as manure, soil amendment, soil pest management and also as animal feed. This needs attentions and interventions to demonstrate in the rural areas.

The production of grafted seedlings of elite types and grow them with farmers on the marginal lands and monitor the establishment and management of the saplings and also optimise the production technology to produce grafts on a large scale is very essential.

In this regard the familiar and proven species viz. *Pongamia pinnata*, *Bassia latifolia*, *Azadirachta indica*, *Calophyllum inophyllum*, *Simarouba glauca* are considered for promotion. In an attempt to encourage the farmers to undertake growing of these tree borne oil yielding species as a part of agroforestry system through providing quality planting material like grafted plants will play a very vital role.

Establishment of grafts in the tree species using appropriate stock plants and scions of elite clones is an important activity. Different grafting techniques are to be adopted for species like *Pongamia*, *Calophyllum*, *Neem*, and *Mohua*.

Hence, it is proposed to optimise the methodology and provide quality planting material and plant them across the selected agro climatic and bioclimatic zones in selected districts of southern Karnataka for various droughts, moisture regimes and soil and agriculture practice. This would ultimately help in developing a dependable package of practice for biofuel species consortia.

Objectives:

1. Germplasm collection and development of in situ gene bank of selected biofuel crops
2. Optimise the grafting techniques in selected five biofuel species
3. Planting on bunds, borders, ravines for their establishment and performance of growth in selected 25 villages covering 20 acres each amounting to 500 acres.
4. Demonstration of value addition through oil expelling locally with optimised yield
5. Awareness through utilization of co products like oil cake for variety of applications for improved economic benefits and livelihood benefits
6. Development of specific packages for distinct agro ecological situations through development of packages of planting biofuel species

Methodology:

Standard methodology will be followed for:

- ❖ Grafts – soft wood grafting techniques, hardening and planting techniques, management of the sapling growth and pruning methods;
- ❖ Demonstration on use of machineries for optimum yield of oil and co products from oil seeds;
- ❖ Demonstration on use of co product in existing biogas plants, processing of selected oil cakes for animal feeds locally using appropriate methodology.

Activity chart

Activity	Year I (first half)	Year I (second half)	Year II (first half)	Year II (second half)
Documentation of Elite clones of selected species				
Stock plants and grafting work and establishment of grafts				
Selection of villages for developing packages and awareness building				
Awareness building and demonstration on oil expelling and use of co products				
Planting saplings				
Demonstration of biogas production and use as manure				
Developing packages optimised use of biofuel species for specific zones				
Impact analysis of interventions on livelihood benefits to rural community through perception studies				

Expected Outputs:

1. About of 40,000 grafted plants will be planted equivalent to about 500 acres of land
2. Optimised techniques for producing grafts of five selected species