

## MEMORANDUM OF UNDERSTANDING

Between

DAI/INVC Malawi, Old Manobec Complex, area 4, Lilongwe, Malawi

And

The International Institute of Tropical Agriculture (IITA) Oyo Road, Ibadan, Nigeria

(Herein after together referred to as “parties”)

This Memorandum of Understanding for DAI Malawi’s Integrating Nutrition in Value Chains (INVC) project and IITA’s Africa RISING project in Malawi, is made effective as signature by both parties and until April 25, 2015.

Both INVC and IITA should ensure that program activities are conducted in compliance with all the laws of Malawi.

### WHEREAS:

- a. DAI (Development Alternatives Inc.) is an international organization known for working on the frontlines of transforming ideas into action—action into impact, in different settings including smallholder agriculture development. DAI is currently implementing the USAID/Malawi’s Feed the Future ‘Integrating Nutrition in Value chains’ INVC program that aims at increasing productivity of groundnut and soybean among thousands of households in USAID’s Zone of Influence (which includes the following seven districts: Mchinji, Lilongwe, Dedza, Ntcheu, Balaka, Machinga and Mangochi districts of central and southern Malawi.
- b. IITA is an Africa-based international not-for-profit nonprofit research-for-development organization, established in 1967, and governed by a board of trustees. Its vision is to be Africa’s leading research organization in finding solutions for hunger and poverty. IITA is currently implementing the USAID funded Africa RISING East and Southern Africa (ESA)



regional project in Tanzania and Malawi. (RISING stands for Research in Sustainable Intensification for the Next Generation).

- c. The purpose of this relationship is to leverage upon each other's projects and collaborate on use of sustainable intensification technologies that have been proven to work by the scientists involved and beyond.
- d. The parties have agreed on collaborating to build the capacity of smallholder farmers to profitably produce soybean, groundnuts and other crops that complement these in the farming systems in INVC target areas, which also encompass Africa RISING research sites.
- e. In order to formalize this relationship, the parties are desirous of putting in writing the present understandings between them.

The parties therefore agree as follows

1. Responsibilities of DAI/INVC

DAI/INVC agrees to:

- Work closely and share information with IITA/Africa RISING staff on:
  - Identifying clusters of farmers that require sustainable intensification technologies
  - Supporting smallholder farmers in the target areas to access quality seed of grain legumes
  - Linkages with output markets that give the best opportunity for profitable sale of agricultural commodities being jointly promoted by Africa RISING and INVC
- Collect data on progress on uptake of sustainable intensification technologies being made in different communities implementing the INVC program. INVC agrees to share with IITA/Africa RISING the reports and findings.

2. Responsibilities of IITA's Africa RISING Project

IITA agrees to:

- Provide resource persons for training farmers and extension on sustainable intensification technologies on a cost sharing basis, where each organization will be responsible for own costs
- Provide targeted training materials/modules (technical content) required for training "TOT", lead farmers and smallholder farmers in order to scale progress (this is in addition to the training already agreed to under a separate grant agreement between

IITA and FtF-INVC projet). . Technical content will utilize the technologies proven to work by Africa RISING scientists. Technical content will be developed to suit the targeted audience (smallholder, lead farmer, and TOT such as government agricultural extension officers as well as partner organization field officers such as NASFAM, CADECOM etc.). These will be provided in a timely manner being sensitive to seasonality.

- Collaborate with INVC on the collection of field data necessary to inform progress in adoption of technologies across communities.
- Provide agronomic technical advice for scaling out, notably to provide input for extension activities.
- Commit to sharing observations from the larger Africa RISING project on the effectiveness of different technologies across agro-ecologies.
- Commit to internal meetings with INVC staff in Malawi.
- Share and disseminate only that information on the alliance not covered by a confidentiality agreement. IITA acknowledges INVC's right to publish information from its greater program.

### 3. Notices

Any notice or request required or permitted to be given or made under this MOU shall be in writing and in the English language. Such notice shall be deemed to be duly given or made if it shall have been delivered by hand, by registered or certified mail, by telex facsimile or e-mail, via the address specified above in this MOU or subsequently amended and circulated in writing to all Parties to which it is required or permitted to be given.

### 4. Amendment

This MOU may be amended in writing by mutual consent of both parties as may be necessary from time to time.

### 5. Term and Termination

The term of this Memorandum of Understanding shall commence upon its approval by both parties, and continue until April 25, 2015. This Memorandum of Understanding may be terminated at any time by either party upon written notice to the other party prior to the expiration of its term. The party so terminating will endeavour to provide the other reasonable advance notice of its intention to terminate this MOU.

Each party shall be solely responsible for its own expenses relating to the undertaking contemplated herein.



6. Relationship of Parties

The parties shall act as independent entities in the implementation of this MOU. Nothing contained herein is intended to or shall create the relationship of employer-employee, joint venture, or principal-agency between the parties, nor does the MOU establish a legal entity.

No party has the authority, express or implied, to create financial obligations on behalf of the other party, to create commitment other than as contained herein, or to take any positions on behalf of the other party without other party's written consent.

7. Publications

- INVC and IITA agree to jointly publish data emanating from analysis of the approaches and the outcomes of the interventions.
- INVC and IITA reserve the right to publish information on its own in line with its program goals and objectives that are outside Africa RISING interests.

8. Confidentiality

Any non-public information received or learned by each party relating to the other party's businesses and/or products shall be kept in confidence by the receiving or learning party and shall neither be used by such receiving or learning party nor disclosed to any other person for any purpose outside this MoU.

9. Intellectual Property

INVC and IITA recognize the importance of Intellectual Property as a component of the agricultural research agenda. Both parties jointly own all rights, title and interest in the data and works they create under this MoU. Both parties acknowledge that knowledge, data and know-how gained under the MoU will be made available to the national agricultural research systems, available for humanitarian purposes, and the benefits of any intellectual property created as part of the agreement will be made accessible to the public throughout the developing countries of the world ("Global Access").

The exchange of materials for research under this MoU will be carried out following the Material Transfer Agreements, if applicable.

All intellectual properties generated outside collaborative research belong solely to the party conducting such research.

10. Indemnification- the parties shall defend, indemnify, and hold harmless each other's agents, officers and directors, and employees, from and against any and all claims, liability, losses, cost or expenses, including attorney's fees, arising out of the acts, errors or omissions of IITA or DAI, their agents, officers and directors, employees, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage.
11. Marking of deliverables shall comply with the USAID "Graphic Standards Manual" available at [www.usaid.gov/branding](http://www.usaid.gov/branding), or any successor branding policy.
12. The parties are reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the parties to ensure compliance with these Executive Orders and laws.
13. The parties hereto understand that the agreement has reserved to USAID certain rights such as, but not limited to, the right to approve the terms of this agreement, and any or all plans, reports, specifications, proposal documents, drawings, or other documents related to this agreement and the project of which it is part. The parties hereto further understand and agree that USAID, in reserving any or all of the foregoing approval rights, has acted solely as financing entity to assure the proper use of United States Government funds, and that any decision by USAID to exercise or refrain from exercising these approval rights will be made as a financier in the course of financing this project and will not be construed as making USAID a party to the agreement. The parties hereto understand and agree that USAID may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the project with the parties jointly or separately, without thereby incurring any responsibility or liability to the parties jointly or to any of them. Any approval (or failure to disapprove) by USAID will not bar the Contractor or USAID from asserting any right, or relieve IITA from any liability which IITA might otherwise have to the Contractor or USAID.
14. This MOU reflects the present intention of each party to pursue and implement in good faith the understanding described herein.
15. Both parties acknowledge that this MOU does not affect or inform any prior, ongoing, or future agreements or obligations thereunder between both parties, including but not limited to Grant Number G-INV-004 between DAI and IITA and signed by DAI on February 21, 2013.




The parties may negotiate mutually acceptable separate agreements as they may deem advisable from time to time to guide the administration of any joint properties that might arise out of this MOU.

IN WITNESS WHEREOF, the parties have cause this instrument to be executed by their duly authorized representative as of the day and year first hereinabove written.

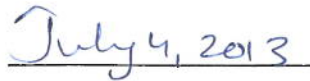
For the purpose of this MOU, the two parties will be represented by the following:

FOR AND ON BEHALF OF DAI/INVC

Signatures and Dates



Bagie Shetchand  
Chief of Party  
DAI/INVC Program Malawi

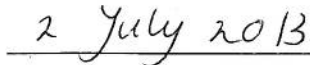


Date:

FOR AND ON BEHALF OF IITA



Hilde Koper-Limbourg  
Head, Project Administration Office  
IITA



Date: