

**Intra-Africa Academic Mobility Scheme**  
Grant Number: 2017 – 2552/001 - 001

**Mobility for plant genomics scholars to accelerate climate-smart adaptation options and food security in Africa (GENES)**

**MEMORANDUM OF UNDERSTANDING**

**February 2018**

## MEMORANDUM OF UNDERSTANDING

Grant Agreement Number: **2017 – 2552/001 – 001**, hereinafter referred to as "the Grant Agreement"

Project Name and Acronym: **Mobility for plant genomics scholars to accelerate climate-smart adaptation options and food security in Africa (GENES)**, hereinafter referred to as "the project"

Project funding body: Education, Culture and Audiovisual Executive Agency (EACEA), hereinafter referred to as "the Executive Agency"

The present Memorandum of Understanding, hereinafter referred to as “the Memorandum”, is made and entered into by and between,

Ebonyi State University (Nigeria)

Water works Road, Abakaliki, Ebonyi State, Nigeria

hereinafter referred to as the “coordinator”, represented for the purposes of signature of this Memorandum by **Prof. Chigozie N. Ogbu**, Vice-Chancellor, Ebonyi State University, the legal representative as defined in the Grant Agreement **2017 – 2552/001 - 001**,

and the following partners (including the technical partner):

1. University of Abomey-Calavi, – established in [Benin]
2. Jimma University – established in [Ethiopia]
3. University of Yaounde 1 – established in [Cameroon]
4. Wageningen University – established in Wageningen, [The Netherlands]

[idem for each partner]

hereinafter referred to as the “partners”, represented for the purposes of signature of this Memorandum by their legal representatives, according to the Mandates previously signed and attached to the Grant Agreement (Annex IV).

Where a provision applies without distinction to the "coordinator" and the "partners", for the purpose of this Memorandum, they will be collectively referred to as the "beneficiaries".

### PREAMBLE

GENES is an initiative of four public universities from three African regions to advance knowledge genomics breeding in Africa and increase scholars’ capacity in addressing food security and adaptation to climate change. In accordance with the objectives of Intra-Africa program, GENES emphasizes on agricultural innovations based on genomics, seed biotechnology and plant breeding. Moreover, African Higher Education Institutions face the problem of graduate’s unemployment.

These institutions have to tackle this major problem by inculcating in the youth the desire to generate knowledge on new crops, develop new opportunities to reduce food insecurity, enhance biofuel production, and create businesses. Potential private and public employers will be involved in this initiative in order to appreciate the skills of the students trained by GENES. The programme will also partner with national and regional incubators, foundations that could support young companies created by GENES scholars.

GENES, offers a new curriculum, as well as an academic and professional mobility opportunity for staff and students of Masters and PhD levels in plant genomics breeding and seed biotechnology. It also develops a new approach that frontally address the lack of human resources to advance knowledge on orphan crops also known as underutilized species of Africa.

GENES unites its partners around training African young plant breeders in the most advanced theories and technologies for plant breeding to sustain the development of new policies for crop improvement. This includes the latest concepts in plant breeding, quantitative genetics, statistics and experimental design. It also includes accurate and precise trait evaluations, development of appropriate strategies to integrate genomics into breeding programs and experience in identifying and utilizing genomic data and DNA-based markers in breeding programs. The instructors are internationally recognized experts in plant breeding and seed biotechnology. Most of them are part of the African Plant Breeding Academy.

GENES will not only build students' capacities through structured mobility to acquire new skills, but also help them transform the acquired skills to be able to develop farm or conduct large project on new crops extension.

**GENES aims at:**

- 1- reinforcing knowledge as well as theoretical and practical skills necessary to enable students to develop relevant plant breeding or seed biotechnology project that will address food security and nutrition issues in Africa;
- 2- reinforcing the skills of graduates to transform theoretical knowledge in development through applied research projects that will benefit local communities;
- 3- reinforcing institutional capacities and collaboration to sustain the impact of the project in African Higher Education Institutions.

To facilitate further comprehension of this MoU, the following definitions will be adopted:

**University:** A Higher Education Institution, which offers academic training and scientific research opportunities.

**Home University:** The original place of study or workplace of a scholar (student or staff) receiving a GENES' scholarship.

**Host University:** A partner university, which receives the scholar.

## **WHEREAS**

The partners wish to promote mutual cooperation, and improve in the medium term educational links, cultural, political and economic cooperation between the African countries.

By signing this MoU, the partners recognise the grant agreement signed between the Education, Audiovisual and Culture Executive Agency (hereinafter after designed as the "EACEA"), acting with full powers and delegated by the Commission of the European Union, and the Coordinating Institution i.e. Ebonyi State University, under the terms and conditions mentioned in the agreement number **2017 – 2552/001 – 001** (hereinafter designed as the "Grant Agreement").

The parties hereby have agreed as follows:

### **ARTICLE 1: SUBJECT OF THE MEMORANDUM OF UNDERSTANDING**

**1.1.** This Memorandum defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the project.

**1.2.** The beneficiaries undertake to do everything in their power to carry out the project forming the subject of this Memorandum, which falls within the framework of the Grant Agreement, concluded between the coordinator and the Executive Agency, related to the above-mentioned project.

**1.3.** The purpose of this Memorandum is detailed in its annexes, as listed in Art. 18. The Call for proposal guidelines [EACEA/05/2017] (Annex I of this Memorandum), the Grant Agreement terms and conditions and its annexes (Annex II of this Memorandum), and the Guidance for contractual project management [EACEA/05/2017] (Annex III of this Memorandum), shall form an integral part of the present Memorandum, and take precedence over it.

**1.4.** The beneficiaries shall be bound by the terms and conditions of this Memorandum and any further amendment to it.

### **ARTICLE 2: DURATION**

**2.1.** This Memorandum shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period of the project laid down in the Grant Agreement.

**2.2.** The period of eligibility of the activities and the related costs subject of the Memorandum shall be in accordance to the dispositions of the Call for proposal guidelines and the Grant Agreement or any subsequent amendment to the latter.

**2.3.** The present Memorandum shall remain in force until the coordinator and the partners have been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency after the end of project's eligibility period.

## **ARTICLE 3: PROJECT AND PARTNERSHIP MANAGEMENT**

**3.1.** The Board of Partners is the main decision-making body of the GENES project. It is composed of one representative nominated by each partner university including the technical partner, Wageningen University.

The Chairperson of the Board of Partners is held by Ebonyi State University as the Coordinating Institution. Decisions of the Board of Partners will be taken by consensus and majority vote. In case of a draw, the vote of Ebonyi State University will win.

**3.2.** The Board of Partners is responsible for each action that engages the entire partnership such as:

- a) approval and amendment of the partnership agreement;
- b) readjustment of mobility distribution;
- c) change in the composition of the partnership especially regarding integration and withdrawal of a Partner University;
- d) appropriate timetable for the project activities;
- e) definition of general regulations of the call for applications to scholars;
- f) design of classification procedures for scholars selections;
- g) definition and implementation of appropriate mechanisms for quality assurance;
- h) development of a strategy for the promotion and effective marketing of the project;
- i) monitoring and evaluation of the project performance;
- j) election of Committees and assignation of responsibilities.

**3.3.** The Board of Partners shall elect among its members at least two committees, i.e., a Scientific Selection Committee (SSC) and a Quality Assurance Committee (QAC), to which it may delegate some of the responsibilities mentioned above.

**3.4.** Given that the Ebonyi State University is fully responsible for the project before the EACEA, it shall establish a Project Management Unit (PMU) at its International Cooperation Office. The basic obligation of the PMU is to implement and coordinate the project. The PMU is responsible for communication with the EACEA, correspondence, reports, budget management, preparation and organization of meetings, development and maintenance of the project's website, preparation of calls for applications, monitoring of the project advancement, measures taking for quality assurance along with partner institutions, strategy of dissemination campaign, etc. The composition of the PMU will be known to other members of the consortium.

**3.5.** A Local Management Unit (LMU) will be established in each partner university according to its needs and internal standards. In order to ensure the success of the selected candidates for mobility, the LMU in all Partner Universities except the Technical Partner will be responsible among other duties of:

- a) assisting scholars in obtaining visa and residence permits;
- b) ensuring the full recognition by the Home institution of academic studies periods of scholars in the Host institution;
- c) assisting in the implementation of language courses and Students agreements as well as work timetable and any other required documents in a timely manner for the perfect recognition of academic studies, education, periods of research and teaching;
- d) organizing regular individual and group meetings with scholars;

- e) producing all relevant information and corresponding documents according to the evolution of the project in general and travel in particular. This will include among others the progress of activities and reports, statistics of mobility, information dissemination activities and the progress of knowledge and promotion campaigns;
- d) disseminating the project locally and organizing the campaign for concerned actions, posting on the website of the University, organizing seminars and meetings involving academic staff and students, publishing project in academic journals and distributing publicity materials (posters, brochures, etc.).

## **ARTICLE 4: OBLIGATIONS AND RESPONSIBILITIES**

### **4.1. General obligations and role of the beneficiaries**

The beneficiaries:

- a) are jointly responsible for carrying out the activities attributed to them, and shall conduct the work in accordance with the project and schedule set forth in the Grant Agreement and its annexes, working to the best of their abilities to achieve the defined results and taking full responsibility for their work in accordance with accepted professional principles;
- b) undertake to implement all project activities, organize student and staff mobility in accordance with the provisions set out in the Intra-Africa Academic Mobility Scheme Call for Proposals guidelines [EACEA/05/2017] as well as in line with the Guidance for contractual project management;
- c) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Memorandum, as well as with relevant national legislations;
- d) shall define jointly their specific role and responsibilities in carrying out the project activities, including participation in management bodies [Board of Partnersmanagement board/steering committee], selection procedures, promotion of the programme, support to the applicants and scholarship holders, etc.;
- e) define a clear selection procedure of students and staff, that guarantees the transparency of selection process and equitable treatment of the individual applications;
- f) undertake to sign:
  - i. student agreements with students in mobility and the sending institutions on scholarship conditions, the rights and obligations, including financial arrangements and commitment to attend courses and undertake exams;
  - ii. learning agreements or research plans with selected students and sending institutions on an individual work programme and workload required to pass examinations;
  - iii. mobility agreements with selected academic/administrative staff and sending institutions on scholarship conditions, rights and obligations, including financial arrangements and the activity plan during the mobility;
- g) shall put in place agreed mechanisms for the recognition of periods of study, training, research and teaching between partner HEIs as well as with non-partner HEIs for the Target Group 2 students;

- h) shall take the necessary arrangements for the academic monitoring of scholarship holders;
- i) put in place the quality assurance strategy for internal and external evaluation of the overall project implementation, including management and cooperation arrangements, application and selection processes, institutional services and support provided before and during mobility, post-mobility periods, etc.;
- j) define the sustainability strategy that will contribute to ensure the appropriate dissemination and exploitation of the project's results, as well as to guarantee positive impact at individual, institutional and national/regional level and to guarantee the financial and institutional sustainability of the project activities and results beyond the funding period;
- k) undertake to provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the project;
- l) are jointly responsible for complying with any legal obligations incumbent on them jointly or individually;
- m) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project.

## **4.2. Role of the Coordinating Institution**

### ***Implementation and Management***

- a) be the sole intermediary for all communication between the Partners and the EACEA, as well as with other relevant non-European parties, such as the EU Delegations, embassies, ministries, etc.;
- b) be responsible for supplying the EACEA with all documents, reports and information required within the established deadlines;
- c) administrate the grant allocated to the GENES Project and fulfill the financial tasks according to the financial provisions set out in the “Grant Agreement” and in the Administrative and Financial Handbook”;
- d) distribute the grant allocated as lump sum to the Partners in accordance to the provisions of the present MoU;
- e) inform the Partners and Associates of any event that may substantially affect the implementation of the GENES Project;
- f) provide a Management Team and the necessary staff to coordinate, implement, and administer the project and to facilitate the permanent communication between all Partners and Associates;

- g) validate student's application and consult with local authorities if needed in the selection process;
- h) overview the selection process and chair the Board of Partners for the selection of scholarship holders;

#### Visibility and Dissemination

- i) prepare a proposal for the visibility and dissemination strategy to be approved by the Board of Partners;
- j) organize dissemination sessions on its campus and also in other Universities (depending on the available budget) for a more regional reach;

#### Communication

- k) define the communication strategy (consisting of newsletters, flyers and other promotion tools) in accordance with the Board of Partners ;
- l) communicate directly when needed with applicants and afterwards publish online the selection results after approval by the Board of Partners;
- m) develop and manage a website with general information about the programme, the project and all related academic, administrative and financial information;
- n) implement and manage the Information Technology system developed for the project's implementation, namely in what concerns: website, online application, files dissemination, online communication tools, financial management of the allocated budget, etc.;

#### Sustainability

- o) organize joint activities, especially consortium meetings to discuss the management procedures, the implementation of the foreseen activities, the internal and external quality assurance mechanism, as well as the project's sustainability. Such meeting's agenda and venue will be proposed to the Partners for approval and also sent to the EACEA;
- p) execute and monitor the implementation of the activities and the decision taking during the consortium meetings;

#### Quality Assurance and Evaluation Strategy

- q) create a system of appeals for applicants to be used once the selection results are published;
- r) monitor the Partner's compliance with the MoU's obligations.



#### **4.3. Specific obligations and role of the coordinator**

The coordinator undertakes to:

- a. be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement;
- b. ensure the quality of the partnership communication, act as intermediary for all communication between the partners and the Executive Agency, and inform the partners of any relevant communication exchanged with the Executive Agency;
- c. inform the partners of any changes connected to the project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;
- d. as the sole recipient of payments on behalf of all partners, transfer funds to the partners without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Memorandum;
- e. manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Memorandum ;
- f. comply with all reporting requirements vis-à-vis the Executive Agency, as per the dispositions of Article I.4 of the Grant Agreement. The coordinator shall not delegate any part of this task to any party;
- g. establish timely payment requests to the Executive Agency on behalf of the partnership, as per the dispositions of Article I.4 of the Grant Agreement;
- h. provide the partners with all project contractual documents, such as the signed Grant Agreement and its annexes, the Call for proposal guidelines, the Guidance for contractual project management, and the available reports forms and any other relevant document concerning the project;
- i. provide one copy of this Memorandum duly signed by all parties to all partners, as well as to the Executive Agency;
- j. transmit to the partners copies of all reports submitted to the Executive Agency, as well as copies of any feedback letters received from the Executive Agency following report assessment and field monitoring visit.

#### **4.4. Specific obligations and role of each partner (excluding the coordinator)**

Partners undertake to:

- a) ensure adequate communication with the coordinator and with the other partners;
- b) take active part in the implementation of the project activities according to the Grant Agreement and the distribution of tasks as per the Memorandum and its annexes;
- c) submit in due time to the coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;
- d) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project;
- e) notify the coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, changes in planned expenditure, deviations from work plan etc.);
- f) inform the coordinator of any change in its legal, financial, technical, organisational or

ownership situation and of any change of name, address, or legal representative.

#### **4.5. Specific Obligations and roles of the Technical Partner**

The EU technical partner undertakes to:

- a) transfer to the partnership knowledge and experience in coordinating multilateral projects and management of international mobility;
- b) provide support to the management of the partnership;
- c) provide advice and assistance to the organisation and the implementation of mobility;
- d) contribute to the capacity development of the partner institutions and help the cooperation between them;

The technical Partner's role will also include the following:

##### Visibility and Dissemination

- a) participate in the organization of consortium meetings and dissemination sessions to share its experience;
- b) contribute to the visibility of the Project on national and European media as well as its social media (website, Facebook, etc.);

##### Communication

- c) convey to the Coordinating Institution, views about the information available to applicants and also the opportunities offered by the Intra-Africa Project;
- d) provide information to the African partners and associates about the project;
- e) organize information session(s) (web-based or physically depending on the available budget) for partners and associates and eventually for any other institutions located in the African region;

##### Implementation and Management

- g) develop perspectives about the Project with the partners;
- h) assess the fairness and transparency of the scholar's selection procedure;
- i) identify new tools and features that may ease the mobility implementation and propose them to the consortium;
- j) suggest new procedures and rules for a more transparent and easier mobility implementation;
- k) stimulate the dynamic involvement of African partners in the project's activities and act as innovation driver in mobility matters for the African partners and associates;

## Sustainability

- l) provide the Partners with the opportunity to join in academics activities, meetings, workshops and staff training events depending on available budget;
- m) contact key actors (e.g. AgriNatura, tropentag, WACCI, ECOWAS, DAAD, WB with WAAPP, regional center of excellence identified by the World Bank such as CEERAS, and other regional bodies) to disseminate and attract african students, group of donors, and key role players in the EU so as to ensure the sustainability of the GENES Projects;
- n) foster the establishment of contacts and links between African partners and associates in order to promote the development of future synergies among them;
- o) provide training services to partners and associate HEIs with the objective of developing skills and capacities in the project's management and in the preparation and implementation of future mobility flows (capacity building);

## Quality Assurance and Evaluation Strategy

- p) coordinate the Quality Assessment Committee and define, implement and monitor the quality assessment mechanisms in order to carry out all evaluation upon a budget allocated by the coordinating institution and validated by the management board;
- q) set a development plan that will be relevant for the impact of the project;
- r) share and stimulate the sharing of good practices and best procedures in order to ensure the smooth implementation of the project and ensure quality of the adopted mechanisms;

The Coordinating Institution and the Technical Partner will discuss common proposals over video-conferences, online contacts and also bilateral meetings before the consortium meetings with the purpose of defining the proposals to be presented to the partnership.

### **4.6. The mechanisms, procedures and arrangements agreed by the beneficiaries under Art. 4 are detailed in the relevant documents annexed to this Memorandum, as follows:**

- Annex [IV] – Procedure for the Selection of the scholarship holders
- Annex [V] – Arrangements for Recognition of Studies
- Annex [VI] – Arrangements for the academic monitoring of scholarship holders
- Annex [VII] – Quality Assurance Procedures
- Annex [VIII] – Strategy for sustainability
- Annex [IX] – Promotion and dissemination strategy
- Annex [X] – Common package of services provided to scholarship holders
- Annex [XI] - ....

## **ARTICLE 5: FINANCING OF THE PROJECT ACTIVITIES AND FINANCIAL ARRANGEMENTS**

### **5.1. Grant contribution and breakdown per partner institution**

The maximum Intra-Africa grant contribution to the project and the form of this contribution is referred to in Article I.3 of the Grant Agreement and is further detailed in Annex III of the Grant Agreement.

The beneficiaries undertake to agree on tasks to be carried out and the number of mobility flows to be sent or hosted by each partner institution. On this basis, they will decide the budget breakdown per partner institution (coordinator, partner and technical partner). The amounts should be in line with Annex III of the Grant Agreement.

### **5.2. The Intra-Africa grant contribution**

The Intra-Africa grant contribution is awarded to the partnership under the form of:

- lump-sums to cover the costs incurred by the HEIs for the organisation of the mobility.
- unit costs for the implementation of mobility to cover the subsistence allowances, insurance costs, travel and visa expenses, and, where applicable, participation and research costs for mobile students.

### **5.3. Management of the budget allocated to the organisation of the mobility (lump-sums)**

The transfer to the partners of the Intra-Africa budget needed for the organisation of mobility will be done by the Coordinator in advance, based on the following procedure:

Based on the agreed division of tasks and budget breakdown, the coordinator will transfer EUR 8000 to each partner (including the technical partner) using the accounts registered in Annex [XII], within 2 weeks after the signature of this Memorandum.

The Annex [XII] should include the details of the dedicated bank account of each partner institution signed by its legal representative:

[Name of Bank]

[Address of branch]

[Name and address of account holder]

[Full account number (including bank codes)]

[IBAN account code]

These funds are allocated to cover project activities related to the organisation of mobility (including staff costs, activities to promote the scholarship opportunities or disseminate the projects' outcomes and results, tools in place for the selection of scholarship holders, etc. The remaining budget is used by the project coordinator in order to finance the management and coordination of the project activities, organisation and travel costs for partnership meetings and participation in projects' meetings organised by the Executive Agency.

#### **5.4. Management of the budget allocated to the implementation of the mobility (unit-costs)**

The project funds allocated for the implementation of mobility will be calculated on the basis of the unit costs as defined in the Call for Proposals guidelines.

##### **5.4.1. Subsistence and Settling-in Allowances**

The host partner institutions shall be responsible for paying to the scholarship holders the monthly allowances (settling-in, subsistence and the extra monthly allowances for women, if applicable) in line with the unit cost amounts as defined in the Call for Proposals guidelines.

After each selection round, the coordinator will send to the partners a list of selected scholarship holders per host partner institution. For each mobility the list shall indicate:

- a. the partner institution responsible for transferring allowances,
- b. the duration of the mobility flows,
- c. the total amount of the allowances till the end of the mobility (including the settling-in allowances for students and extra allowances for female scholarship holders – if applicable).

Based on the above estimations, the coordinator will request an invoice from the host institutions in order to be able to make an annual advance payment from the budget available for the “implementation of mobility” to the account of each host institution, at the latest one month before the start of the mobility flows.

The host partner universities concerned will pay the scholarship holders on a regular basis and with no delay. Payment shall be made on the local currency of host university/country on an amount equivalent to the euro allowance. Proofs of payment to the scholarship holders must be retained and reported to the coordinator on [quarterly basis, at the end of each academic year.

##### **5.4.2. Participation and research costs**

The total amount available for participation and research costs should be considered as a pool managed by the partnership to cover the costs related to hosting incoming student and to research activities, respectively.

When, based on the provisions of the Call for proposals guidelines, the host institutions is entitled to claim participation costs, an official document confirming these costs per academic year needs to be signed by its legal representative and sent to the coordinator. The coordinator shall transfer the relevant amount to the host universities alongside other allowances.

When, based on the provisions of the Call for proposals guidelines, the host institutions is entitled to claim research costs, an official document confirming these costs needs to be signed by its legal representative. The coordinator shall also transfer the relevant amount to the host universities.

### **5.4.3. Travel and visa costs**

The total amount available for travel and visa costs should be considered as a pool managed by the partnership to cover the costs incurred for the travels and visa procedures of the scholarship holders in order to carry out the mobility.

The coordinator is responsible for finding an adequate travel agency, which will be responsible for organising return travels for the students and staff in mobility.

The following procedure will be implemented:

- The coordinator sends a list to the travel agency indicating the scholarship holders' name, gender, nationality, date of birth, their start and end date of mobility and the maximum amount of travel costs per person (based on the provisions of the Call for Proposals guidelines),
- The travel agency organizes plane tickets according to the scholarship holder's request and in adherence to the list sent by the coordinator. The cheapest fare should be applied.

In case the cost of the flight tickets is exceeding the maximum amount of travel costs or destinations and/or travel dates are different than indicated in the list, the travel agency must contact the coordinator for approval. The travel agency shall send e-tickets including cancellation insurance to the scholarship holders.

If the scholarship holders would like to travel by bus or train, the host institution is responsible for reimbursing the related costs for a maximum amount of travel costs as indicated in the Call for proposal guidelines.

In this case, the scholarship holders should submit their request to the project coordinator for reimbursement within [four weeks] after the end of mobility at the latest.

The coordinator will reimburse such costs to the hosting institution upon reception of the proof of expenditure.

### **Visa costs reimbursement**

The coordinator is responsible for reimbursing visa costs. Scholarship holders should submit their request for reimbursement, as soon as possible after their arrival at the Host University.

### **5.4.4. Insurance costs**

The beneficiaries are responsible for ensuring adequate insurance arrangements for the scholarship holders benefiting from a mobility period according to the procedure below.

The insurance coverage should be in line with the minimum insurance requirements (Annex X of the Grant Agreement).

The insurance policy must be made available to the scholarship holders already at the time [of applying for a visa].

The management of the insurance will be decentralized, by each hosting partner.

The host partner will find an adequate insurance company and will organise and pay full insurance coverage packages (travel, health, accident) for the entire duration of each mobility for its incoming scholarship holders according to their legal obligations and respecting the minimum insurance requirements (Annex X of the Grant Agreement). In these cases, all individual insurance policies must be kept and reported to the coordinator on an annual basis, at the end of each academic year.

The unit cost allowed for the insurance amounts to 75 EUR per month per scholarship holder.

### **5.5. Reimbursement of unused amounts**

Beneficiaries are obliged to use the Intra-Africa grant contribution exclusively for the purposes defined by the project and in accordance with the terms and provisions of the present Memorandum, the Grant Agreement and its annexes.

Intra-Africa grant amounts received in advance and not used by the partners shall be reimbursed to the coordinator at the latest 14 days after the end of the project's contractual period.

In accordance with its accounting system, each partner is responsible and accountable for justifying its costs relating to the implementation of the mobility. Any ineligible cost incurred will be borne by the concerned partner.

All proofs of the payments made by the partners must be kept and provided to the coordinator on an annual basis, at least three months after the end of the financial exercise.

### **5.6. Financial transfers**

The costs of financial transfers can be financed from the budget available under "organisation of mobility" and shall be borne as follows:

The cost of dispatch/receipt charged by banks of the coordinator/partners shall be borne by them, respectively for the funds domiciled in their accounts, or by the funds set aside for coordination on agreement by the partnership.

### **5.7. Exchange rate**

In order to avoid any loss due to local currency fluctuations, beneficiaries should use a project dedicated account or sub-account in Euro, US Dollar or a local currency pegged to Euro or US Dollar. Where this is not possible due to national legislations, the costs due to currency fluctuations shall be taken care of by paying scholarship holders at the conversion rate on the day the money was transferred to coordinators account.

If possible, partners shall open accounts in banks that have Africa-wide coverage. In this case, based

on instruction, partners can withdraw directly from same bank to reduce inter-bank transfers and associated charges.

## **ARTICLE 6: REPORTING**

**6.1.** The coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the partners commit to provide the coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement and the Guidance for contractual project management.

**6.2.** The coordinator shall provide the partners with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO.

**6.3.** The beneficiaries shall keep a record of any expenditure/activity incurred under the project and all related documents and proofs of expenditure for a period of 5 years after the payment of the final balance under the Grant Agreement. The coordinator may reject any item, which cannot be justified in accordance with the rules set out in the Call guidelines, Grant Agreement and in the Guidance for contractual project management.

## **ARTICLE 7: GENERAL ADMINISTRATIVE PROVISIONS**

**7.1.** Any important project related communication between the parties shall be done in writing and addressed to the appointed project manager of each beneficiary, as per the details below:

For the coordinator:

Ebonyi State University, Abakaliki, Nigeria  
Prof Happiness Ogba Oselebe  
Department of Crop Production & Landscape Management,  
Ebonyi State University,  
P.M.B 053, Abakaliki  
h.oselebe@gmail.com

For the partners:

The University of Abomey-Calavi, Benin  
**Prof. Enoch G. Achigan Dako**  
Associate Professor  
[Laboratory of Genetics, Horticulture and Seed Sciences](#)  
University of Abomey-Calavi  
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Jimma University, Ethiopia  
**Dr. Wosene G. Abteu**  
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University of Yaounde 1, Cameroon  
**Dr. Hermine Bille Ngalle**  
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University of Wageningen  
Prof Dr Eric Schranz  
Droevendaalsesteeg 1, 6708PB Wageningen,  
The Netherlands  
cleomaceae@gmail.com

7.2. Any changes to the above information should be communicated in a timely manner to all partners.

## **ARTICLE 8: PROMOTION AND VISIBILITY**

8.1. The beneficiaries shall ensure adequate promotion of the project and commit to playing an active role in any activities organised to capitalise on, exploit/disseminate the results of the project, according to the Promotion strategy defined in Annex [IX].

8.2. Any notice or publication by the project, including at a conference or a seminar, must specify that the project is being co-financed by EU funds within the framework of the Intra-Africa Academic Mobility Scheme, and must comply with the visibility rules laid down in Articles I.10.8 and I.10.9 of the Grant Agreement, as well as in section 5 of the Guidance for contractual project management.

## **ARTICLE 9: CONFIDENTIALITY AND DATA PROTECTION**

9.1. The coordinator and the beneficiaries undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Grant Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

9.2. All personal data contained in or relating to this Memorandum shall be processed in accordance with the dispositions of Article II.6 of the Grant Agreement.

## **ARTICLE 10: OWNERSHIP AND PROPERTY RIGHTS**

10.1. The ownership of all project results, including copyrights and intellectual property rights, as

well as all reports and other documentation resulting from the action, shall be vested in the beneficiaries, in compliance with Article I.7 of the Grant Agreement.

**10.2.** Materials already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

### **ARTICLE 11: LIABILITY**

**11.1** Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Memorandum, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

### **ARTICLE 12: CONFLICT OF INTEREST**

**12.1.** The beneficiaries must undertake all necessary precautions to prevent any risk of conflicts of interest, which could affect their impartial and objective performance of the Memorandum. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

**12.2.** Any situation constituting or likely to lead to any such conflict should be brought to the attention of the coordinator without delay, and the beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

**12.3.** The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.4 of the Grant Agreement.

### **ARTICLE 13: WORKING LANGUAGES**

**13.1** The working language of the partnership shall be English.

**13.2.** All parties commit in allocating staff with enough knowledge of the working language to the project, allowing a smooth communication and understanding of the matters discussed.

### **ARTICLE 14: CONFLICT RESOLUTION**

**14.1.** In case of conflict between the partners resulting from the interpretation or the application of this Memorandum, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

**14.2.** Disputes should be addressed in writing to the project's [Steering Committee (or a body consisting of representatives of all the project partners)] - define here the composition and tasks of the body in charge of conflict resolution and the enforceability of its decision - that will mediate in order to resolve the conflict.

## **ARTICLE 15: APPLICABLE LAW AND JURISDICTION**

**15.1.** This Memorandum is governed by Nigerian law, being the law of the coordinator's country.

**15.2.** In case of any disputes on matters under this Memorandum, which cannot be resolved by an amicable settlement, the matter shall have to be decided in accordance with the jurisdiction of Nigeria.

**15.3.** If any provision of this Memorandum or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to all parties.

**15.4.** If any provision in this Memorandum should be wholly or partly ineffective, the parties to this Memorandum undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

**15.5.** This Memorandum is concluded in English. In the event of translation of this Memorandum and its annexes, the English version shall prevail.

## **ARTICLE 16: TERMINATION OF THE MEMORANDUM**

**16.1.** In the event that any of the beneficiaries fail to perform any obligations under the present Memorandum or the Grant Agreement, the coordinator may terminate their participation in the project, upon formal written authorisation by the Executive Agency.

**16.2.** The coordinator shall notify the beneficiary in cause by registered letter. The beneficiary has one month to supply all relevant information to appeal the decision.

## **ARTICLE 17: FORCE MAJEURE**

**17.1.** If either parties face a case of force majeure (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

**17.2.** Neither of the parties shall be deemed in breach of its obligations if it has been prevented from performing its tasks due to force majeure. The parties shall take all necessary measures to minimize possible damage to successful project implementation.

## **ARTICLE 18: AMENDMENTS**

**18.1.** Any amendments to this Memorandum must be made in writing by means of an addendum, and become effective when signed by the authorised legal representatives of all parties. No oral agreement may bind the parties to this effect.

18.2. The amendment(s) may not have the purpose or the effect of introducing changes, which might call into question the dispositions of the Grant Agreement.

18.3. Necessary revisions in the documents enclosed to this Memorandum as Annexes – from Annex [IV] to Annex [X] - may be agreed by the [Steering Committee/Management Board] representing all beneficiaries and shall be communicated to all parties.

## ARTICLE 19: ANNEXES

List of annexes:

Annex I – Call for proposal guidelines [EACEA/05/2017] – link to website

Annex II – Copy of the signed Grant Agreement and existing amendments

Annex III – Guidance for contractual project management related to [EACEA/05/2017] – link to website

Annex IV – Procedure for Selection of the scholarship holders

Annex V – Arrangements for Recognition of Studies

Annex VI – Arrangements for the academic monitoring of scholarship holders

Annex VII – Quality Assurance Procedures

Annex VIII – Strategy for sustainability

Annex IX – Promotion and dissemination strategy

Annex X - Common package of services provided to scholarship holders

Annex XI – Budget breakdown per partner

Annex XII – Details of beneficiaries' bank accounts

Annex XIII – Minutes of the kick-off meeting in Feb, 2018 Brussels

We, the undersigned, declare to have read and accepted the terms and conditions of this Memorandum as described here before, including the annexes thereto.

### For the Coordinator

**Prof Chigozie N. Ogbu**

Vice Chancellor

Ebonyi State University

Nigeria

Signature and stamp

Done in Abakaliki

Date -----

### For the Partner

Prof. Maurice Aurelien Sosso

Rector

The University of Yaounde I,

Cameroun

Signature and stamp

Done in [City name]

Date -----

For the Coordinator

**Prof Chigozie N. Ogbu**  
Vice Chancellor  
Ebonyi State University  
Nigeria

Signature and stamp  
Done in Abakaliki

Date -----

For the Partner

Pro. Maxime da CRUZ  
Rector,  
University of Abomey-Calavi,  
Republic of Benin

Signature and stamp  
Done in [City name]

Date -----

For the Coordinator

**Prof Chigozie N. Ogbu**  
Vice Chancellor  
Ebonyi State University  
Nigeria

Signature and stamp  
Done in Abakaliki

Date -----

For the Partner

Prof. Fikre Lemessa Ocho  
President,  
Jimma University,  
Jimma, Ethiopia

Signature and stamp  
Done in [City name]

Date -----

For the Coordinator

**Prof Chigozie N. Ogbu**  
Vice Chancellor  
Ebonyi State University

Signature and stamp  
Done in Abakaliki

Date -----

For the EU Technical Partner

Prof. Dr. Ir. Louise O. Fresco,  
President Executive Board  
Wageningen University

Signature and stamp  
Done in [City name]

Date -----