Guidelines for the RSIF Regional Coordinating Unit (RCU-icipe) for selecting and working with International Partner Institutions

July 3rd 2020

RSIF International Partner Institutions (IPIs)
IPIs are advanced universities, research institutes/centers or companies (public or private) that are willing and competent to offer research internship opportunities for RSIF PhD Scholars from Africa studying at universities in Africa, referred to as African Host Universities (AHUs). Advanced/international research centers and civil society partners and private sector firms in sub-Saharan Africa (SSA), and universities in South Africa, may also qualify as IPIs.

IPIs provide strategic research attachments to RSIF PhD scholars and provide them with financial and/or in-kind support for an agreed period from 6 to 24 months sandwiched between their initial and final doctoral studies at AHUs. Faculty members of the IPIs jointly supervise PhD scholars from AHUs. IPIs can also join with the AHUs to apply for research and innovation projects. IPIs are also encouraged to support improvement of PhD curricula, provide training of AHU faculty in new curricula and engage in faculty exchange, and this would be a factor for consideration in their selection.

Benefits to the International Partner Institution
- Access to a continent-wide program with competitive selection of African universities and PhD scholars from multiple countries.
- Join an international network of African universities and International Partner Universities and benefit from knowledge sharing on advanced research topics relevant to Africa and the world.
- Increase diversity of the IPI research community by hosting exceptional PhD scholars from across sub-Saharan Africa.
- Broaden the knowledge generated at the IPI through research by African scholars.
- Build lasting partnerships with universities and other partners across Africa and expand research impact.
- Gain recognition as a contributor to scientific capacity building in Africa in high profile and priority thematic areas, including, food security and agribusiness; ICT including big data and artificial intelligence; minerals, mining and materials engineering; energy including renewables; and climate change.
- Contribute to the implementation of the universal Sustainable Development Goals (SDGs).

The PASET RSIF PhD Scholarship Program
- RSIF PhD Scholarships are highly competitive, with priority given to women and existing young faculty who do not have a PhD.
- Open to candidates in sub-Saharan Africa (except South Africa) for PhD training at a RSIF AHU.
- Duration: 3-4 years.
- PhD program includes 6-24 month strategic ‘sandwich’ attachment at an IPI.
- The sandwich attachment is an essential component of the RSIF PhD program for the scholars to conduct high-level research, develop skills, and gain experience and contacts that will enhance their doctoral research and subsequent career.
- Scholars on a sandwich attachment with a private company will develop their researcher talents for the benefit of industry, pursue business-oriented innovation and help strengthen collaboration between private companies and universities.
Financial framework for a RSIF PhD Scholar on a sandwich program at an IPI
i. The RSIF PhD Scholarship covers the following costs:
   • Return travel and visa
   • Settling in allowance
   • Living and accommodation expenses
   • Medical insurance
ii. Costs expected to be covered by the IPI
   • Research undertaken at the IPI
   • Fees and other university expenses.

Determining the need for IPIs to join the RSIF program
The need for additional IPIs will be based on:
   • Estimated number of RSIF PhD scholars in each priority thematic area requiring a sandwich attachment at an IPI in the next 5 years.
   • The estimated number of scholars that current IPIs (Annex 1) can meaningfully absorb for sandwich attachment in the next 5 years.
   • Additional priority thematic areas and specific research topics identified through the PASET Executive Board and the RSIF Research Strategy.
   • Diversification of IPIs to ensure the best strategic fit for sandwich attachments.

Identification of prospective IPIs
Prospective IPIs can be identified through:
   a. Recommendations by key stakeholders, including the PASET Consultative Advisory Group (CAG), current IPIs and AHUs, existing international partners of AHUs, and World Bank.
   b. Scan by the RCU-icipe based on identified needs for student attachments.
   c. A survey of top Universities/Research Centers/Companies that are working as leaders in their fields with a strong culture of research to innovation to find solutions to problems similar to those being addressed by RSIF scholars.
   d. An open call if necessary.

Selection criteria for IPIs
Universities and Research Centers
   • Academic excellence and contribution to knowledge globally.
   • Strong record of international partnerships, especially for postgraduate studies.
   • Active research program(s) aligned with PASET Priority Thematic Areas and the selected PhD programs at AHUs.
   • A lead faculty member in the concerned Department who shares the vision of the PASET RSIF.
   • Willing to host RSIF PhD scholars for 6 - 24-month sandwich attachment.
   • Willing to work with AHUs to provide joint supervision of RSIF PhD scholars and to continue to engage with RSIF alumni and their home institutions.
   • Willing to assign a supervisor to the RSIF PhD scholar who would be willing to work closely with the supervisor(s) at the AHU to provide joint supervision.
   • Able to provide financial and in-kind support for PhD scholars on the sandwich attachment.
   • Able to waive all costs of tuition for RSIF PhD Scholars.
   • Have an international office or personnel to support visiting international postgraduate scholars.
   • Willing to undertake joint resource mobilisation with AHUs and collaborate on joint capacity building, research and innovation projects with AHUs.
   • Willing to take part in the review of applications for RSIF PhD scholarships and grants.
Private companies

- Willingness to develop research and innovation excellence.
- Record of hosting postgraduate students on strategic research attachments.
- Business orientation aligned with PASET Priority Thematic Areas and the selected PhD programs at AHUs.
- Willingness to host RSIF PhD scholars for 6 - 24-month sandwich attachment.
- Able to provide financial and in-kind support for PhD scholars on the sandwich attachment.
- Willingness to assign a supervisor to the scholar who would be willing to work closely with the supervisor(s) at the AHU to provide joint supervision.
- Willingness to work with AHUs to provide joint supervision of RSIF PhD scholars and to continue to engage with RSIF alumni and their home institutions.
- Willingness to collaborate with AHUs on research and innovation projects.

Process for selection of IPI

1. Prospective IPI or RCU-icipe initiates discussion.
2. RCU-icipe shares information on the RSIF and AHUs and holds further discussions with the prospective IPI.
3. The prospective IPI submits a RSIF International Partner Institution: Information Form (ANNEX 2), capturing the prospective partner’s vision and mission, strategic fit with the RSIF program, research facilities, processes and procedures, quality assurance, student services and grievance mechanism. The RCU will determine the suitability and match of the prospective IPI with the RSIF program.
4. IPI signs a MoU with PASET.

Partnership agreements between African Host Universities and International Partner Institutes

Following signing of the MoU, the IPI will then hold discussions with RSIF AHUs to identify prospective partners. Tripartite partner agreements between each IPI, AHU and icipe, and RSIF-Network Agreements between the IPI and other partners will also be developed.

Matching RSIF PhD Scholars with IPIs for the sandwich program

- With facilitation by RCU-icipe:
  i. The faculty at AHU and IPIs will hold discussions to identify research areas of common interest.
  ii. During the early phase of PhD proposal development, the student and AHU supervisor(s) will communicate with IPIs to identify co-supervisor(s) and develop a workplan and schedule for the sandwich attachment.

Management of RSIF PhD Scholars at IPIs

As given in the Tripartite Agreement for PhD Sandwich Program (ANNEX 3).
ANNEX 1

Current IPIs
To date, 12 advanced institutes have joined PASET-RSIF as international partners, all with English as the medium of instruction.

1. Korea Institute of Science and Technology (KIST)
2. Korea Institute of Energy Research (KIER)
3. Korea Research Institute of Chemical Technology (KRICT)
4. Institutes of Green-bio Science Technology (GBST) of Seoul National University (SNU)
5. Mohammed VI Polytechnic University (UM6P), Morocco
6. Worcester Polytechnic Institute (WPI), USA
7. Virginia Tech, USA
8. Maastricht University, the Netherlands
9. National Resources Institute, University of Greenwich, UK
10. International Livestock Research Institute (ILRI), Kenya
11. Karlsruhe Institute of Technology (KIT), Germany
12. Global R&DB Center, Seoul National University, Korea
RSIF International Partner Institution: Information Form

Please submit the completed form to

- Mr Bonface Nyagah, Capacity Building Officer  bnyagah@icipe.org
- Dr Rob Skilton, Head – Capacity Building and Institutional Development rskilton@icipe.org

<table>
<thead>
<tr>
<th>Institution</th>
<th>Address</th>
<th>Website</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Position</th>
<th>Address</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Main contact person for partnership</th>
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</table>

1. Brief description of the institution and its vision and mission.

2. Latest annual report or similar for the institution. Please include weblink or attachment

3. Briefly describe the institution’s record of international partnerships.

4. Has the institution previously hosted international/African PhD scholars, including visiting sandwich students? Please give brief details.
5. RSIF focuses on five priority thematic areas. Which of these areas would interest your institution for a partnership?

<table>
<thead>
<tr>
<th>RSIF focuses</th>
<th>ICTs including big data and artificial intelligence</th>
<th>Food security and agribusiness</th>
<th>Mineral, mining and materials engineering</th>
<th>Energy including renewables</th>
<th>Climate change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RSIF focuses on five priority thematic areas. Which of these areas would interest your institution for a partnership?</strong></td>
<td>Hosting PhD students on a sandwich program</td>
<td>Improving the quality of PhD programs at African Host Universities</td>
<td>Joint resource mobilization; and collaboration on research and innovation projects</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. Please indicate how the institution would like to engage with RSIF African Host Universities

<table>
<thead>
<tr>
<th>Engagement</th>
<th>Hosting PhD students on a sandwich program</th>
<th>Improving the quality of PhD programs at African Host Universities</th>
<th>Joint resource mobilization; and collaboration on research and innovation projects</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Please indicate how the institution would like to engage with RSIF African Host Universities</strong></td>
<td>Hosting PhD students on a sandwich program</td>
<td>Improving the quality of PhD programs at African Host Universities</td>
<td>Joint resource mobilization; and collaboration on research and innovation projects</td>
</tr>
</tbody>
</table>

7. Would faculty at the institution be willing to review applications for RSIF PhD Scholarships and RSIF Research and Innovation Grants?

<table>
<thead>
<tr>
<th>Application</th>
<th>Hosting PhD students on a sandwich program</th>
<th>Improving the quality of PhD programs at African Host Universities</th>
<th>Joint resource mobilization; and collaboration on research and innovation projects</th>
</tr>
</thead>
<tbody>
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<td>Improving the quality of PhD programs at African Host Universities</td>
<td>Joint resource mobilization; and collaboration on research and innovation projects</td>
</tr>
</tbody>
</table>

8. Brief description(s) of the Departments & PhD program(s) to which visiting African PhD Scholars could be hosted for a sandwich attachment. *Please give links to Department & PhD program websites if available.*

<table>
<thead>
<tr>
<th>Departments &amp; PhD programs</th>
<th>Hosting PhD students on a sandwich program</th>
<th>Improving the quality of PhD programs at African Host Universities</th>
<th>Joint resource mobilization; and collaboration on research and innovation projects</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Brief description(s) of the Departments &amp; PhD program(s) to which visiting African PhD Scholars could be hosted for a sandwich attachment. Please give links to Department &amp; PhD program websites if available.</strong></td>
<td>Hosting PhD students on a sandwich program</td>
<td>Improving the quality of PhD programs at African Host Universities</td>
<td>Joint resource mobilization; and collaboration on research and innovation projects</td>
</tr>
</tbody>
</table>

9. Approximately how many RSIF PhD Scholars could each Department/PhD program host each year, and for how many months?

<table>
<thead>
<tr>
<th>Department/PhD program</th>
<th>Hosting PhD students on a sandwich program</th>
<th>Improving the quality of PhD programs at African Host Universities</th>
<th>Joint resource mobilization; and collaboration on research and innovation projects</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Approximately how many RSIF PhD Scholars could each Department/PhD program host each year, and for how many months?</strong></td>
<td>Hosting PhD students on a sandwich program</td>
<td>Improving the quality of PhD programs at African Host Universities</td>
<td>Joint resource mobilization; and collaboration on research and innovation projects</td>
</tr>
</tbody>
</table>

10. If applicable, entry requirements, and application and selection process for visiting PhD Scholars.

11. Is there a particular time of the year when visiting students should begin the sandwich program at your institution?

12. Coursework that visiting PhD students would be required to take at your institution.

13. Please describe how quality assurance of sandwich students is conducted at your institution.
14. What financial or in-kind support could your institution provide to visiting RSIF PhD Scholars, e.g. research costs/bench fees; coursework; costs of supervision; administration costs; medical insurance?

15. Would any institutional fees apply to visiting RSIF PhD Scholars?

16. Describe the non-academic support available for visiting international students, e.g. language support, visa assistance, orientation, on-campus accommodation?

17. Do you have an international student office or staff dedicated to supporting international students?

18. Describe your Student Complaints & Grievance Policy and Procedures

19. How does the institution ensure a safe working environment for students?

20. Where the proposed international partner is a private institution, please confirm that the academic and business decision making are separate within the proposed partner’s internal structure.

21. Any other relevant information

<p>| Estimated costs for an international PhD student at your institution |
|--------------------------|------------------|
| Item                     | Cost (US$) per annum |
| i                        | Accommodation |
| ii                       | Other living expenses |
| iii                      | Medical insurance |</p>
<table>
<thead>
<tr>
<th>iv</th>
<th>University fees for visiting PhD sandwich students</th>
</tr>
</thead>
<tbody>
<tr>
<td>iv</td>
<td>Other costs (please itemize)</td>
</tr>
</tbody>
</table>
PARTNERSHIP AGREEMENT BETWEEN

THE INTERNATIONAL CENTRE OF INSECT PHYSIOLOGY AND ECOLOGY,
P.O. BOX 30722 – 00100
NAIROBI, KENYA
(HEREINAFTER REFERRED TO AS “ICIPE”),

AND

NAME OF INTERNATIONAL PARTNER INSTITUTE
ADDRESS
(HEREINAFTER REFERRED TO AS “XXX”)

AND

NAME OF AFRICAN HOST UNIVERSITY
ADDRESS
(HEREINAFTER REFERRED TO AS “YYY”)

FOR

IMPLEMENTATION OF A RSIF PHD SCHOLARSHIP SANDWICH PROGRAM AT
INTERNATIONAL PARTNER INSTITUTE
THIS AGREEMENT (Agreement) is made this ?? day of ??, 2020 between the International Centre of Insect Physiology and Ecology (ICIPE) with its headquarters in Nairobi, Kenya and of P.O. Box 30772-00100 Nairobi, Kenya (hereinafter referred to as “ICIPE”), which expression shall where the context so admits include its successor(s) and assign(s) on one part, the INTERNATIONAL PARTNER INSTITUTE (hereinafter referred to as “XXX”), which expression shall where the context so admits include its successor(s) and assign(s) on one part, and the AFRICAN HOST UNIVERSITY (hereinafter referred to as “YYY”), which expression shall where the context so admits include its successor(s) and assign(s) on one part.

Hereafter designated individually as the “Party” or collectively as the "Parties".

PREAMBLE
WHEREAS,
A. ICIPE is an international research organization incorporated by Charter and having privileges and immunities in the Republic of Kenya. ICIPE’s research is directed towards contributing to the development of sustainable management of arthropod pests and improved utilization of beneficial ones, and the strengthening of scientific and technological capacities of developing countries in arthropod science and its application through training and collaborative work.
B. ICIPE is mandated by the World Bank and the Partnership for skills in Applied Sciences, Engineering and Technology (PASET) to manage the pan “Africa Regional Scholarship and Innovation Fund (RSIF) for Applied Sciences, Engineering and Technology Project” funded by African Governments, the World Bank, the Government of Korea and other donors.
C. The objective of RSIF is to strengthen the institutional capacity for quality and sustainable doctoral training, research and innovation in transformative technologies in sub-Saharan Africa (SSA).
D. RSIF is implemented primarily through competitively selected Universities in SSA (“RSIF African Host Universities”) with capacity to offer PhD programs in selected thematic areas: (1) ICTs including big data and artificial intelligence; (2) food security and agribusiness; minerals, (3) mining and materials engineering; (4) energy including renewables; and (5) climate change.
E. In 2017 YYY was selected to participate in the RSIF initiative as an RSIF African Host University within the ??? Thematic Area. More specifically, within YYY, the PhD program in ???, within the ??? Department was selected.
F. Brief description of international partner institute (XXX)
G. The RSIF PhD Scholarship program gives students the opportunity to spend between 6 and 24 months at an International Partner Institute, such as a university, international research institute or private company, for a strategic research placement.
NOW THEREFORE, in consideration of the mutual premises hereinafter contained, ICIPE, XXX and YYY agree as follows:

ARTICLE 1: INTERPRETATIONS
In this Agreement the following words and phrases shall have the following meanings:

“Background Intellectual Property” means Intellectual Property owned or controlled by any of the Parties prior to the Commencement Date;

“Commencement Date” means the date of the last signature on this Agreement;

“Confidential Information” means all information designated as such in writing together with all other information which relates to the business, affairs, developments, personnel of either Party or information which may reasonably be regarded as Confidential Information of the disclosing Party;

“Force Majeure” means any circumstances beyond the reasonable control of any Party;

“Foreground Intellectual Property” means all Intellectual Property generated by any Party in performance of the Project;

“Intellectual Property” means intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, applications for any of the above.

“PhD Scholar Completion Date” means the date on which the student fulfils all the requirements and is eligible for graduation;

“RSIF International Partner Institute” means a university, research institute/centre or company (public or private) that can offer strategic
sandwich placements for research and training for RSIF PhD Scholars, and/or collaborate on RSIF funded research and innovation projects. International Research Centres in SSA are eligible to be RSIF International Partner Institutes;

“RSIF PhD Scholar” means a PhD student awarded a RSIF PhD Scholarship and enrolled at a selected PhD program at an RSIF African Host University;

“Sandwich placement” or “sandwich program” means strategic program of study during which a RSIF PhD Scholar spends between 6 and 24 months at XXX;

“Student” means “RSIF PhD Scholar”

“Student Research Fee” means an amount paid annually to XXX for a specified student while on a sandwich placement at XXX to cover research costs such as chemicals, reagents, kits, small equipment, software, field trips, publication costs, and other student research-specific costs;

ARTICLE 2: PURPOSE

2.1 The purpose of a sandwich training placement is to improve a student’s skills in research, pursue one or more of their research objectives in an international research environment, benefit from world class research facilities, receive mentoring by international researchers, and establish and explore networking opportunities with professionals in their area of interest.

2.2 This Agreement formalises the Partnership between ICIPE, XXX and YYY to further the objectives of the RSIF to provide a strategic sandwich placement at XXX of between 6 and 24 months for selected RSIF PhD Scholars enrolled in the ??? PhD program at YYY.

ARTICLE 3: IMPLEMENTATION ARRANGEMENTS FOR THE SANDWICH PROGRAM: RESPONSIBILITIES OF THE PARTIES

3.1 INTERNATIONAL PARTNER INSTITUTE (XXX)

3.1.1 XXX will select RSIF PhD Scholars from YYY for the sandwich program on a competitive basis following a discussion between YYY and XXX faculty, and based on the following:

a) RSIF PhD Scholar’s research proposal and work plan;

b) progress report prepared by the Scholar;
3.1.2 The final decision on the selection of a RSIF PhD Scholar for a sandwich placement at XXX will be made by XXX.

3.1.3 The start date and duration of a sandwich placement at XXX shall be determined by mutual agreement between the supervisors at XXX, YYY, the student and ICIPE.

3.1.4 The total number of XXX sandwich placements allocated each year to RSIF PhD Scholars from YYY shall be determined by XXX.

3.1.5 The Scholar’s workplan for the sandwich placement at XXX shall be developed before the Scholar begins the sandwich placement, through mutual agreement between primary supervisors at XXX and YYY and the scholar.

3.1.6 XXX shall appoint a primary (main) supervisor, and co-supervisors if necessary, from XXX faculty according to requirements of the scholar and research interests of faculty. The primary supervisor at XXX shall be appointed before the scholar begins the sandwich placement at XXX.

3.1.7 The appointment of XXX supervisors shall be in compliance with XXX regulations and guidelines for higher degrees.

3.1.8 XXX and YYY supervisors shall collaborate on the joint supervision of the student. Joint supervision of the student shall begin on the appointment of the XXX supervisor(s) and continue through to the PhD Scholar completion date.

3.1.9 The XXX primary supervisor shall:

a) ensure the RSIF PhD Scholar has access to appropriate facilities, materials, other resources and advice to pursue their program;

b) ensure the RSIF PhD Scholar understands the requirements to make good progress;

c) advise the RSIF PhD Scholar on any training requirements;

d) hold regular meetings with the RSIF PhD Scholar, read drafts of student scientific papers and thesis, and be available to respond to communications from the student within a reasonable timeframe;

e) monitor progress of the RSIF PhD Scholar and undertake appropriate measures if work does not meet expectations;
f) ensure regular communication between co-supervisors at XXX to ensure clarity of direction for the student.

3.1.10 A RSIF PhD Scholar on a sandwich placement will not require admission to a PhD program at XXX. Instead, the scholar will join XXX as a ‘visiting international graduate student’ unless otherwise agreed by the parties.

3.1.11 The XXX supervisors and the RSIF PhD Scholar shall complete a supervisor agreement within four weeks of the student joining XXX. The agreement shall include the tasks, duties and responsibilities of the supervisor, co-supervisors and the student; time and work schedule of the student; and a schedule of meetings between supervisors and the student. The XXX supervisors and the student shall discuss the agreement in order to have a clear and consistent understanding regarding the conduct of the student’s research project and roles and responsibilities of the student and supervisors. The purpose of the agreement is to establish a strong and stable partnership and facilitate a successful outcome. The agreement shall be shared with YYY supervisors of the student and ICIPE.

3.1.12 While the student is on a sandwich placement at XXX, the XXX primary supervisor will organise and hold a monthly progress meeting with the student and the supervisory team, including the YYY primary supervisor and co-supervisors. For the meeting, XXX and YYY shall use an online group video application. The XXX primary supervisor will ensure the student records accurate meeting minutes which are subsequently shared with all supervisors at XXX and YYY for their timely review.

3.1.13 Following appointment by XXX, the XXX primary supervisor, acting as a joint supervisor with the YYY primary supervisor, will review, complete and sign the student’s quarterly reports to ICIPE (ATTACHMENT 1: RSIF PhD Scholar Quarterly Report Form).

3.1.14 XXX will submit in a timely fashion a report to ICIPE if a RSIF PhD Scholar drops out of the sandwich program.

3.1.15 XXX will ensure that staff in the workplace are aware of the plans and tasks related to the student’s training.

3.1.16 XXX is responsible for the student’s safety at work during the sandwich program.

3.1.17 XXX will ensure the student is aware of his or her obligation to comply with workplace rules and any regulations and instructions concerning the work and safety at work.

3.1.18 XXX shall provide the following facilities, resources and services to the RSIF PhD scholar:

a) Pre-departure immigration support including provision of the necessary paperwork to support the visa application process.

b) Access to research and training facilities as required for the student to complete their work at XXX in the agreed time period.

c) If available, on-campus, fully furnished accommodation at an agreed cost.

d) A resource point of contact for RSIF PhD Scholars with disabilities.
e) An International Office to provide new student pre-departure and on-campus orientation by helping students adjust to life in the country and at XXX.
f) Welcome information pack or guide for international students, that covers topics such as accommodation, medical insurance, visa requirements, budgeting for living expenses and personal security. The guide should also contain essential information on XXX, including important online resources, administrative departments and campus facilities including medical services.
g) XXX shall provide a safe and secure environment for the student, that prevents abuse, and responds appropriately to any suspected or reported abuse. XXX will inform the student of the university’s safeguarding and grievance mechanisms for resolving grievances and conflicts within the university community.
h) Medical insurance at ??? cost.
i) All research-related expenses that exceeds US$ 5,000 per year for each student while they are on a sandwich placement with XXX.

3.1.19 XXX supervisors will review the student thesis before thesis defence is heard by YYY.
3.1.20 XXX agrees to hold meetings between the Parties at times and places mutually agreed upon (including by telephone- or video-conference) to evaluate and discuss student progress and results, as well as ongoing plans, or changes therein, and to agree on amendments or adjustment (if any) to the scope or schedule of this Agreement and/or the budget as they may together deem reasonably appropriate in view of progress to that date.

3.2 THE AFRICAN UNIVERSITY OF SCIENCE AND TECHNOLOGY (YYY)
3.2.1 YYY will engage with XXX, with help from ICIPE, to identify suitable faculty for strategic sandwich placement opportunities and joint supervision of RSIF PhD scholars enrolled in the ??? PhD program at YYY.
3.2.2 YYY will provide continuous joint supervision of the RSIF PhD Scholar with the XXX supervisor(s) during the sandwich placement at XXX.
3.2.3 The YYY primary supervisor, together with the XXX primary supervisor, will review, complete and sign the student’s quarterly reports to ICIPE in a timely manner (ATTACHMENT 1: RSIF PhD Scholar Quarterly Report Form).
3.2.4 Costs of shipping of any research materials from YYY to XXX shall be covered by the RSIF PhD Scholar’s research funds held by YYY.
3.2.5 YYY will ensure that the RSIF PhD Scholar maintains full registration while on sandwich training and remains eligible for graduation.
3.2.6 YYY agrees to hold meetings between the Parties at times and places mutually agreed upon (including by telephone- or video-conference) to evaluate and discuss the progress and results, as well as ongoing plans, or changes therein, and to agree on
amendments or adjustment (if any) to the scope or schedule of this Agreement and/or the budget as they may together deem reasonably appropriate in view of progress to that date.

3.3 THE INTERNATIONAL CENTRE OF INSECT PHYSIOLOGY AND ECOLOGY (ICIPE)

3.3.1 ICIPE will help foster the matching of YYY RSIF PhD Scholars and their supervisors with faculty at XXX for strategic sandwich training and supervision.

3.3.2 For future calls for RSIF PhD Scholars, ICIPE will help identify the research areas of common interest to faculty at XXX and YYY, which may be included in future announcements of RSIF PhD scholarships.

3.3.3 Where and when applicable, ICIPE shall amend the RSIF PhD scholarship contract with the student to include specific clauses for a sandwich placement at XXX.

3.3.4 ICIPE shall disburse funds to XXX according to the budgeted amounts given in ARTICLE 5.

3.3.5 ICIPE shall monitor and evaluate the progress of the sandwich training through quarterly reporting by RSIF PhD Scholars and biannual technical reports by the XXX primary supervisor.

3.3.6 ICIPE agrees to hold meetings between the Parties at times and places mutually agreed upon (including by telephone- or video-conference) to evaluate and discuss the progress and results, as well as ongoing plans, or changes therein, and to agree on amendments or adjustment (if any) to the scope or schedule of this Agreement and/or the budget as they may together deem reasonably appropriate in view of progress to that date.

ARTICLE 4: BUDGET, DISBURSEMENT AND UTILIZATION OF FUNDS FOR RSIF PHD SCHOLARSHIP AWARDS

4.1 Budgeted Amounts

4.1.1 ICIPE will disperse US$ ??? annually to XXX as Student Research Fees for each RSIF PhD Scholar on a sandwich placement at XXX.

4.1.2 The provisions made for financial support are subject to ICIPE receiving the total pledged funds from the donor and XXX’s continued compliance with the requirements of this Agreement, which shall include timely fulfilment of reporting obligations.

4.1.3 For information, ICIPE will disperse directly to the RSIF PhD Scholar on a sandwich program at XXX the following amounts:

   a) Allowance of US$ 1,000 for relocation from YYY to XXX, paid once the student establishes a bank account in the Country of XXX.

   b) Fee to cover the cost of a Visa.
c) Student stipend of US$ ??? per annum, paid quarterly, to cover the costs of accommodation and other living expenses. In addition, ICIPE will directly cover the cost of student travel from YYY to XXX.

4.2 Disbursements

4.2.1 ICIPE shall disburse funds to XXX for Student Research Fees on an annual basis according to the payment schedule (Table 1), not to exceed the budgeted amount of ???? (or part thereof commensurate with duration of the sandwich placement at XXX) for each RSIF PhD Scholar unless amended by written agreement. For clarity, ICIPE shall not have any obligation to make any payments in excess to what is set out under this Agreement.

<table>
<thead>
<tr>
<th>Scholarship Expense</th>
<th>Amount (US$)</th>
<th>Description</th>
<th>Recipient</th>
<th>Disbursement requirements</th>
<th>Accounting requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Research Fee</td>
<td>????</td>
<td>To be paid annually</td>
<td>XXX</td>
<td>For initial disbursement:</td>
<td>• Amount treated as an advance to XXX &amp; expense based on the following documents:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• Signed Partnership Agreement</td>
<td>o Official Receipt from XXX to acknowledge receipts of funds</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• Letter confirming RSIF PhD Scholar was admitted to XXX as a visiting international graduate student</td>
<td>o Biannual Financial Report</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Subsequent payments:</td>
<td>o Quarterly Student Reports</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• Biannual Financial Report</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• Quarterly Student Reports</td>
<td></td>
</tr>
</tbody>
</table>

4.2.2 ICIPE shall withhold any further disbursements to XXX after the initial disbursement if it finds that XXX is not complying with its contractual obligations under this Agreement and reserves the rights to deduct any and all the amounts which XXX has not reported against the amounts scheduled for disbursement to XXX.

4.2.3 The disbursement request shall be signed by the chief financial officer/an authorized official of XXX.

4.2.4 XXX shall maintain an institutional bank account with a reputable bank for RSIF funds. The Account Name of this institutional bank account must include the name of the institution.
ICIPE shall transfer funds directly to this institutional bank account as set out below:

**Bank Name:**

**Address:**

**Account Name:**

**Account Number:**

**Currency of the account:** US$

**Swift Code:**

XXX shall be responsible to inform ICIPE of any changes to their banking information.

4.2.5 ICIPE shall transfer the first instalment of funds on receipt of an official request with the relevant invoice from XXX (in US$) for the agreed number of students on a sandwich placement at XXX.

4.2.6 Subsequent disbursements shall be contingent upon submission of a biannual consolidated technical progress report and financial reports on the utilization of funds previously disbursed. Where the funds have not been fully expended, XXX is required to explain the variance when submitting the financial report.

4.2.7 Any bank charges for the transfer of funds from ICIPE to XXX shall be met by ICIPE.

4.3 **Utilization of funds**

4.3.1 All scholarship funds received by XXX must be accounted for in a separate bookkeeping process as part of the Project financial records.

4.3.2 Funds shall be used solely for the RSIF program, and in accordance with the approved budget.

4.3.3 Funds allocated herein shall not be used to cover any RSIF Project costs incurred before the start date of this Agreement. ICIPE shall not be liable for any project costs incurred after the end date of this Agreement.

4.3.4 XXX shall take every precaution against any unauthorized use of the funds and shall always keep up-to-date and full accounts of the expenditures incurred by the RSIF Project. ICIPE may at any time request a financial statement from XXX accompanied by certified balances.

4.3.5 Funds remaining unutilized after completion of a RSIF PhD Scholar sandwich placement shall be remitted to ICIPE in the contract currency within three (3) months of completion, and upon request by ICIPE, unless their use is otherwise approved by ICIPE. Any bank charges for the transfer of funds remitted by XXX to ICIPE will be met by ICIPE.

4.3.6 ICIPE may debit any funds remaining from the previous instalments to XXX. Excess expenditure shall not be acceptable. Funds not utilized, including interest accrued, shall be remitted by XXX to ICIPE in the contract currency and upon request by ICIPE, unless their use is otherwise approved by ICIPE.
4.3.7 For any expenditure incurred by ICIPE on behalf of XXX for Student Research costs, ICIPE will deduct the amount from the periodic disbursement provided that ICIPE informs XXX in writing prior to the deduction and sets out, in sufficient details, the reasons for the deduction and the amount to be deducted.

4.3.8 The disbursed funds will cover the direct costs incurred in the performance of the Agreement, provided that:

   a) the total of such costs does not exceed the estimated cost as provided herein;
   b) such costs were allowable by terms of this Agreement;
   c) such costs are incurred in accordance with XXX established policies and procedures.

4.3.9 ICIPE may suspend any payments of funds if any of these conditions are not complied with.

ARTICLE 5: FINANCIAL AND TECHNICAL REPORTS BY XXX FOR RSIF PHD SANDWICH PLACEMENTS

5.1 Financial Reports

5.1.1 Financial reporting requirements: Financial reporting by XXX will be done biannually based on the budget for the reporting period and shall comply with all applicable accounting standards. The following will constitute a Biannual Financial Report:

   a) Acknowledgement of receipt of funds.
   b) A financial report using the ICIPE ‘Biannual RSIF Financial Report Template’ (ATTACHMENT 2) and duly signed by the authorized officers of XXX.
   c) A statement regarding whether XXX has fully complied with the terms of this Agreement.

5.1.2 Reporting schedule: XXX must provide financial reports to ICIPE as per the following schedule:

<table>
<thead>
<tr>
<th>Report Type</th>
<th>Reporting Period</th>
<th>Report Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biannual Financial Report</td>
<td>Jan - Jun</td>
<td>30th July of the same year</td>
</tr>
<tr>
<td></td>
<td>July - Dec</td>
<td>31st of January the following year</td>
</tr>
</tbody>
</table>

5.2 Technical Reports

5.2.1 Reporting requirements: The Biannual Technical Report is a progress report for the RSIF PhD Scholar prepared by the XXX Primary Supervisor using the ‘Biannual Technical Report Form (International Partner Institute Supervisor Report) (ATTACHMENT 3).

5.2.2 Reporting schedule: XXX must provide Biannual Technical Reports semi-annually (schedule below), or more frequently as ICIPE may require, for the duration of the sandwich placements at XXX.

<table>
<thead>
<tr>
<th>Report Type</th>
<th>Reporting Period</th>
<th>Report Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biannual Technical Report</td>
<td>Jan - Jun</td>
<td>30th July of the same year</td>
</tr>
</tbody>
</table>
5.3 Submission of reports: All reports must be sent electronically to RSIF@icipe.org.

ARTICLE 6: RECORDS
6.1 XXX shall maintain acceptable financial management systems and proper financial records during the period of this Agreement. Such systems shall provide:
   a) accurate, current and complete disclosure of the financial activity of the Agreement;
   b) records that identify the source and application of ICIPE’s funds;
   c) effective control over and accountability for all funds, property and other assets;
   d) comparison of actual outlays with budgeted contract amounts;
   e) consistency with the applicable administrative requirements and cost principles; and
   f) accounting records supported by source documentation.

6.2 XXX shall retain records for a period of five (5) years after the expiry or earlier termination of this Agreement with the following qualifications: records related to any audit initiated prior to the expiration of the five-year period shall be retained until the audit findings involving the records have been resolved.

6.3 ICIPE may, at any time, request such evidence as may reasonably be required that XXX has used the amounts disbursed to it in accordance with the terms and conditions of this Agreement. The records shall be available to ICIPE or its duly authorized representative for the purpose of making audits, examinations, excerpts and transcriptions, if applicable.

ARTICLE 7: AUDIT
7.1 XXX shall grant to ICIPE, acting as themselves or jointly with the donor, any other authorized agents or any statutory or regulatory auditors of ICIPE, a right of reasonable access during normal business hours and with reasonable notice, to audit any financial records of the XXX that relate to this Agreement, which right of access and audit shall include the right to copy such records.

7.2 ICIPE shall have access to undertake the control measures on XXX’s use of RSIF PhD Scholarship funds. ICIPE shall be entitled to claim repayment of the RSIF PhD Scholarship funds from XXX in the same instances and to the same extent that the donor is entitled to claim repayment from ICIPE, and that XXX shall accept that the donor has the right to claim repayment directly from the XXX to the same extent as ICIPE.
7.3 At the end of any audit, if there is evidence indicating that the amounts disbursed were not used according to the terms and conditions of this Agreement, XXX shall refund the said amounts promptly, but not later than forty-five (45) days after receipt of relevant notice from ICIPE. Any such misuse of funds may affect future collaborations between the Parties herein.

7.4 The Provisions of this Article 8 shall survive termination of this Agreement.

ARTICLE 8: EXCHANGE OF RESEARCH MATERIALS BETWEEN YYY AND XXX

8.1 YYY agrees to the movement of research materials held by YYY that are required by the RSIF PhD Scholar for their PhD research during a sandwich placement at XXX, provided such movement does not contravene existing agreements held by YYY.

8.2 YYY and XXX commit to conclude a Material Transfer Agreement (MTA) setting out the terms and conditions upon which any research material, from either country, will be transferred, held, or applied by the recipient Party.

8.3 YYY and XXX commit to comply with the Nagoya Protocol on Access and Benefit-sharing whenever exchanging biological material.

8.4 YYY and XXX commit to all relevant national and international regulations regarding movement of research materials.

ARTICLE 9: COMMUNICATION AND PUBLICITY

9.1 No Party may use the name and logo(s) of the other Parties, nor any of the other Party’s employees, in any publication, publicity, news release or advertising materials or activities unless they have first obtained prior written approval from the Party owning the name and/or logo such approval not to be unreasonably withheld or delayed.

9.2 The Parties will work together in the drafting of press releases/statements and print and online communications relating to this Agreement including those that report or refer to any scope of the Agreement, Results, staff and/or any activity funded under this Agreement (in whole or in part).

9.3 XXX and YYY acknowledges that ICIPE may be required by funding bodies and key stakeholders to demonstrate impact. XXX and YYY agrees to comply with all reasonable requests made by ICIPE (to the extent that they relate to this Agreement) to provide such information as ICIPE may reasonably require to address such requirements.

ARTICLE 10: PUBLICATIONS

10.1 In accordance with normal academic practice the Parties agree that the results of the research carried out under this Agreement should be publishable in appropriate,
reputable peer-reviewed publications, including journals, book chapters and conference proceedings, and in pursuance of XXX and YYY academic functions.

10.2 The Parties agree to give appropriate recognition for all scientific or other contributions in any publication or presentation relating to the research conducted under this Agreement.

10.3 The Parties agree that theses by RSIF PhD Scholars will be examined in accordance with the normal YYY guidelines and regulations. The thesis will be reviewed by the XXX supervisors before submission to YYY for examination.

ARTICLE 11: INTELLECTUAL PROPERTY

11.1 All Background Intellectual Property shall remain the exclusive property of the Party bringing it for the implementation of this Agreement.

11.2 Foreground Intellectual Property generated solely by one Party shall be owned wholly by that Party.

11.3 Where Foreground Intellectual Property is generated jointly by the Parties and it is impossible to segregate each Party's intellectual contribution to the creation of such Foreground Intellectual Property, the Results will be jointly owned by the Parties in equal shares, unless otherwise agreed in writing.

11.4 Parties may grant to the other a non-exclusive, royalty-free licence for the duration of the Agreement to use its Background Intellectual Property or Foreground Intellectual Property for the purpose of implementing the Agreement and for their own internal teaching, research and development purposes.

11.5 No Party makes any representation or warranty that advice or information given by a Party or any of the Parties’ respective employees, students, agents or appointees, on the content or use of any materials, works or information provided herein (including but not limited to Background Intellectual Property), will not constitute or result in infringement of third-party rights.

11.6 No Party accepts responsibility for any use which may be made of any work carried out under or pursuant to this Agreement, or of the Results, nor for any reliance which may be placed on such work or Results, nor for advice or Information given in connection with them.

11.7 Parties shall have the joint right to determine the commercial exploitation and disposition of jointly owned intellectual property, and parties shall enter in good faith discussions in order to make joint applications for the registration of the same. Before any registration or commercialization of any intellectual property takes place, the partners agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing.

ARTICLE 12: CONFIDENTIALITY
12.1 A Party ("Receiving Party") shall not disclose to any other person or use for any purpose except as provided by this Agreement, any Confidential Information belonging to the other Party ("Disclosing Party"), unless expressly agreed between the Parties.

12.2 No Party shall have an obligation to the Disclosing Party with respect to:
   a) Confidential Information which the Receiving Party can demonstrate is at the time of disclosure already known to the Receiving Party other than from the Disclosing Party and the Receiving Party so informs the Disclosing Party of the same in writing;
   b) Confidential Information which becomes known to the Receiving Party from a third party lawfully entitled to disclose the same and the Receiving Party so informs the Disclosing Party in writing;
   c) Confidential Information which is approved for release from the provisions of this Agreement by prior written authorisation from the Disclosing Party;
   d) Confidential Information which was at the time of disclosure by the Disclosing Party in the public domain or subsequently becomes the subject of public knowledge through no fault of the Receiving Party;
   e) Confidential Information which is independently developed by the Receiving Party;
   f) Confidential Information which is specifically ordered to be disclosed pursuant to an order of a court of competent jurisdiction; or
   g) Confidential Information which is required to be disclosed by any law or operation of law.

12.3 The provisions of Article 12 will survive for five (5) years from the termination or expiration of this Agreement.

ARTICLE 13: TERM AND TERMINATION

13.1 The duration of this Agreement shall begin as of the date specified above and continue for five (5) years unless earlier terminated as provided herein below.

13.2 This Agreement may be renewed upon mutual written consent of authorized signatories of the Parties for additional terms, the duration of which shall be determined at the time of renewal.

13.3 Any Party to this Agreement may terminate the Agreement or suspend its implementation if the other Party/Parties do/does not comply with the terms as described herein, or for any other reason upon sixty (60) days' written notice to the other Parties; or,
   13.3.1 if a Party has breached a material provision of this Agreement and (if it is capable of remedy) has not remedied the breach within thirty (30) days following written notice of breach from the non-breaching Parties and requiring its remedy;
or a Party becomes insolvent, or,

if an order is made or a resolution is passed for its winding up (except voluntarily for solvent amalgamation or reconstruction), or,

if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other Party’s assets, or if the other Party makes any arrangements with its creditors.

If ICIPE terminates the Agreement it will reimburse legitimate and documented costs incurred by XXX up to the termination date and, in the event of early termination also all expenditure falling due for payment after the date of termination which arises from commitments reasonably and necessarily incurred by XXX for the performance of its contractual obligations set out under this Agreement prior to the date of termination.

On termination of this Agreement for any reason, any rights or remedies of any Party arising from any breach of this Agreement shall continue to be enforceable.

At the termination of this Agreement all Parties should provide each other with access to all relevant data pertaining to the implementation of this Agreement.

Termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of termination of this Agreement.

Where this Agreement is terminated prior to the end of the RSIF PhD Scholars’ sandwich placement at XXX, the Parties shall carry out their obligations to the RSIF PhD Scholar(s) in a sandwich placement as set out under this Agreement until the conclusion of the sandwich placement at XXX.

This Agreement shall terminate should ICIPE cease to be mandated by the World Bank and PASET to manage the RSIF.

ARTICLE 14: WARRANTIES

Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement. Any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement fully as permitted by law.

Each Party warrants that it has the necessary right and authority to enter into this Agreement. The signatories to this Agreement for and on behalf of the Parties are authorized and fully empowered to execute this Agreement.

ARTICLE 15: LIABILITY

Subject to Clause 16.3 the Parties agree that no liability whatsoever, either direct or indirect, shall rest upon either of them as a result of performance of their obligations under this Agreement.

Subject to Clause 16.3, any Party shall be liable to the other Parties in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or
expenses of any nature whatsoever incurred or suffered by the other Parties or its Affiliates of an indirect or consequential nature or for any economic loss or other loss of turnover, profits, business or goodwill, even if the Party bringing the claim has advised the others of the possibility of those losses, or if they were within the other Party’s contemplation.

15.3 Nothing in this Agreement limits or excludes any Party’s liability for:
   a) death or personal injury caused by negligence of that Party;
   b) any fraud or for any sort of liability that, by law, cannot be limited or excluded; or
   c) any loss or damage caused by a deliberate breach of this Agreement or a breach of Article 13.

ARTICLE 16: COMPLIANCE WITH RELEVANT REGULATIONS LAWS AND POLICIES

16.1 Parties agree that they shall
   a) Comply with all applicable laws, statutes, regulations and policies covering the PhD Scholarship and those relating to:
      i. safeguarding children, youth and or vulnerable adults, against any exploitation and or discrimination; and
      ii. anti-bribery anti-fraud and anti-corruption.
      iii. Data Protection
   b) Have and shall maintain in place throughout the term of this Agreement its own policies and procedures that will facilitate compliance with the laws under (a) and practice zero tolerance against exploitation, discrimination, bribery, fraud, corruption and financial irregularities; and
   c) commit to promoting good practice in relation to safeguarding and adhering to associated procedures and code of conduct for staff and supporting and promoting the welfare of staff by ensuring that staff have a positive experience in a safe and conducive work environment.
   d) Discharge their functions in a manner that safeguards the welfare of children and vulnerable adults they may be in contact with during the course of implementing the Agreement due to the activities they require (e.g. health care or social work, whilst undertaking professional placements and program activities) wherever appropriate.

16.2 No persons entrusted with the preparation, awarding and implementing Agreements for the provision of materials and services herein shall demand, accept, provide, grant, promise or accept promises for illegal payments or conduct that could be construed to be discriminatory, harassment or as exploitation, or any other advantages in connection with these tasks.

16.3 All staff associates and volunteers from any Party are assured that they can disclose information relating to unacceptable behavior by other members of staff/associates.
ARTICLE 17: POINTS OF CONTACTS
All notices, communications and coordination shall involve at a minimum the following individuals, their successors and or designees at the following addresses which the Parties have designated for purposes of this Agreement as their domicilium citandi et executandi. to serve as liaison for implementing this Agreement;

If to the International Centre of Insect Physiology and Ecology (ICIPE)

Contractual Matters
Annah Njui
Manager, Grants, Partnerships & Projects
Director General’s Office
P.O. Box 30722–00100
Nairobi, Kenya
Tel: +254 20 863 2101
Email: anjui@icipe.org

Technical Matters
Dr Moses Osiru
RSIF Manager
P.O. Box 30722–00100
Nairobi, Kenya
Tel: +254 20 863 2780
Email: mosiru@icipe.org

If to INTERNATIONAL PARTNER INSTITUTE (XXX):

Technical Matters
Please insert Name
Please insert Position
Please insert Address
Telephone: Please insert
Email: Please insert

Contractual Matters
Please insert Name
Please insert Position
Please insert Address
Telephone: Please insert
Email: Please insert

**If to the AFRICAN HOST UNIVERSITY (YYY):**

*Contractual Matters*
**Please insert Name**
Please insert Position
Please insert Address
Telephone: Please insert
Email: Please insert

*Technical Matters*
**Please insert Name**
Please insert Position
Please insert Address
Telephone: Please insert
Email: Please insert

A party may at any time change its domicilium by giving notice in writing, provided that the new domicilium consists of or includes a physical address at which process can be served.

**ARTICLE 18: GOVERNING LAW AND CONFLICT RESOLUTION**

18.1 The provisions of this Agreement shall be legally binding to the Parties herein, their heirs, legal representatives, successors and permitted assigns and shall be governed by the laws of Kenya.

18.2 Any dispute, claim, misunderstanding or disagreement arising between the Parties herein relating to the interpretation or implementation of the Agreement, shall be resolved by negotiations in good faith within sixty (60) days from the date of receipt of notice of the dispute, claim, misunderstanding or disagreement. If the same cannot be resolved amicably by agreement of Parties within the sixty (60) days, it shall be referred to Arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force, by either Party giving thirty (30) days’ notice to the other Party. The number of Arbitrators shall be three (3), each Party shall appoint one Arbitrator, the two Arbitrators thus appointed shall choose the third Arbitrator who will act as the Presiding Arbitrator of the Tribunal. The Presiding Arbitrator of the Tribunal shall have no affiliation to either Party and must be a person with expertise in the field covering the Agreement and/or an expert in Law. The decision of the Tribunal shall be final and binding upon the Parties herein.
ARTICLE 19: GENERAL PROVISIONS

19.1 Amendments: All amendments, supplements, declarations and notices relating to this Agreement shall be stated in writing in English and signed by designated representatives of ICIPE, XXX and YYY.

19.2 Binding Effect: The covenants and conditions contained in the Agreement shall apply to bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

19.3 Force Majeure: If any Party is affected by Force Majeure it shall forthwith notify the other Parties of the nature and extent thereof. No Party shall be deemed to be in breach of this Agreement or otherwise be liable where it has notified the other Party of the existence of a Force Majeure event. If the Force Majeure in question prevails for a continuous period in excess of one (1) month, then the Parties shall enter into bona fide discussions with a view to alleviating its effects or agreeing upon such alternative arrangements as may be fair and reasonable.

19.4 Assignment: No Party shall assign or otherwise transfer or sub-contract any rights or obligations under this Agreement without the prior written consent of the other Parties, such consent will not be unreasonably withheld or delayed.

19.5 Waiver: No failure or delay on the part of any Party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

19.6 Invalid clauses: If any provision or part of this Agreement is held to be invalid, amendments to this Agreement may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise retain the provision and the other provisions of this Agreement to the maximum extent permissible under applicable law.

19.7 Entire Agreement: This Agreement, including its Attachment/Schedules, sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between ICIPE, XXX and YYY regarding RSIF. The Parties acknowledge that they are not relying on any representation, agreement, term or condition which is not set out in this Agreement.

19.8 No Agency: No Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other’s behalf.

19.9 Further action: Each Party agrees to execute, acknowledge and deliver such further instruments, and do all further similar acts, as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

19.10 Third parties: This agreement does not create any right enforceable by any person not a party to it.
19.11 Nothing in this agreement shall be construed as constituting a liability or an obligation of ICIPE if there are no available funds in the RSIF account at ICIPE.

ATTACHMENTS
1. RSIF PhD Scholar Quarterly Report Form
2. Biannual RSIF Financial Report Template
IN WITNESS WHEREOF, each party has caused its authorized representative (with power to bind the party) to sign this Agreement.

For and behalf of
THE INTERNATIONAL CENTRE OF INSECT PHYSIOLOGY AND ECOLOGY (ICIPE)

_________________________________  Date: ____________________________
Segenet Kelemu, PhD
Director General & CEO

For and behalf of
INTERNATIONAL PARTNER INSTITUTE (XXX)

_________________________________  Date: ____________________________
Please insert name of VC
Vice Chancellor

For and behalf of
AFRICAN HOST UNIVERSITY (YYY)

_________________________________  Date: ____________________________
Please insert name of VC/President