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**AMENDMENT # 1
TO LETTER OF AGREEMENT No. 13/2012**

Between

The Food and Agriculture Organization of the United Nations (“FAO”) and the

**South Eastern University College – SEUCO
Kitui- Kenya
For provision of
Establishment of Sesame Experimental plots
in SEUCO Kitui**

1. Introduction

The Food and Agriculture Organization of the United Nations (hereinafter referred to as “FAO”) and South Eastern University College (SEUCO) (hereinafter referred to as the “Service Provider”) (together hereinafter referred to as the “Parties”) have agreed that the Service Provider will provide certain services defined in detailed in the attached Annex (the “Services”) which forms an integral part of this Letter of Agreement (hereinafter the “Agreement”) in support of Capacity building training to personnel from Somalia Seed subsector on Plant Genetic Resource Restoration and Conservation, evaluation of plant crop varieties for release and commercialization, performance trial (distinctness, uniformity and stability test); certification of breeder, pre basic, basic and certified generations seeds, study and exposure visits meetings with seed companies and traders in Kenya” To enable the Service Provider to provide the services, FAO will pay the Service Provider an additional financial contribution in the amount of not exceeding **USD 1,085** (One Thousand and Eighty five dollars only), to make a total of **USD 70,985** (Seventy Thousand, Nine hundred and Eighty Five dollars).

2. Purpose

a. The purpose for which the funds provided by FAO under this Amendment shall be used are the following:

- (i) **Objective.** The Services will contribute to the following Organizational objective:
Increased agricultural productivity and income through improved and sustainable access of farmers to quality improved seeds and planting materials for Lower Shabelle.

The specific objectives are Provision of capacity building to Somalia sub sector personnel on plant genetic resource restoration and conservation, evaluation of plant crop varieties

- for release and commercialization, performance trial (distinctness, uniformity and stability test). the training will include confirmation of the descriptors provided by the trainees and certification of breeder, pre basic, basic and certified generations seeds, study and exposure visits meetings with seed companies and traders in Kenya’.
- (ii) **Outputs/outcomes.** The Service Provider will produce, achieve or deliver the following additional outputs or outcomes: Four (4) participants from Somalia seed production subsector (Maize and Sesame) trained on plant genetic resource restoration and conservation including study and exposure visits meetings with seed companies and traders in Kenya. Vegetative data collected from and performance tests conducted of different sesame varieties.
- (iii) **Activities.** The Service Provider will undertake the following additional activities:
- Establish sesame experimental plot in SEUCO as per the design included in the Terms of Agreement.
 - The plot will be equipped with a five (5) cubic meter (m3) tank provided by FAO.
- b. A detailed description of the Services including technical and operational requirements, revised budget, revised work plan and timeframe, performance indicators and means of verification, as well as additional inputs to be provided free-of-charge by the Service Provider and FAO, if any, are set out in detail in the Annex.

3. Reporting and Record Maintenance Requirements

- a) The Service Provider shall submit to the Responsible Officer named in paragraph 9 below, the Reports listed in the Annex on the dates set forth therein, including a final report consisting of a narrative report and financial report (“Final Report”) within 30 days following the completion of the Services. The Final Report must be sufficiently detailed to allow certification of deliverables and of expenditures. The financial report shall be signed and certified as to its correctness by a duly designated representative of the Service Provider (e.g. executive officer, chief financial officer, chief accountant or similar).
- b) The Service Provider shall keep accurate financial records and maintain supporting documentation showing the utilization of inputs and funds under this Agreement and any other documentation related to the Services for a period of five years following termination or expiry of the Agreement, during which period FAO, or a person designated by FAO, or the relevant auditing authority (e.g. national audit office) shall have the right, at any time, to conduct reviews and/or audits relating to any aspect of this Agreement. The Service Provider shall provide its full and timely cooperation with any such review or audit. Full and timely cooperation shall include, but not be limited to, making available employees or agents and granting to FAO or other designated person or relevant authority, access at reasonable times and conditions to the Service Provider’s premises or other sites where documentation related to this Agreement is kept or activities related to this Agreement are carried out.

4. Terms of Payment

- a) **In full consideration of the services provided by the Service Provider, FAO will pay and/or reimburse the Service Provider up to a total amount which represents FAO's maximum financial liability not to exceed:**

USD 70,985

(Seventy Thousands, Nine hundred and Eighty Five dollars)

- b) The service provider has already received the following funds as the first and the second instalment of the original LOA

USD 32,900

(Thirty Two Thousand, Nine hundred dollars)

- c) The payments will be made after certification by the Responsible Officer of the request(s) for payment as follows:

(i) **USD 19,042** [Nineteen thousands and forty two dollars only] upon submission of the inception report.

(ii) **USD 19,043** [Nineteen thousands and forty three dollars only] upon acceptance by FAO of the final report including the interim report provided by Kenya Seed.

- d) The amount set forth in 6a) will be paid in the currency stated above, in accordance with the detailed banking instructions provided by the Service Provider in 6d).

e) **Detailed Banking Instructions**

Acco Bank Name: National Bank of Kenya

Bank Address: Kitui Branch

Account Name: SEUCO research

Account Number: 2153302500

Currency: Ksh

- f) The Service Provider shall submit each request for payment to the address indicated below:

Mr. Jose Lopez

Agriculture Sector Coordinator


FAO Somalia

Ngecha Road Offices

P.O.Box 30470 – 00100

- g) Nairobi FAO enjoys certain privileges and immunities which include exemption from payment of Value Added Tax ("VAT" or "IVA"), customs duties and importation restrictions.

- h) If the Service Provider fails to submit the Final Report mentioned in 4a) above no later than 30 days following completion, expiry or termination of this Agreement, FAO may, after provision of due notice of the default, terminate this Agreement without making the final payment.



5. Entry into force and period of validity. This Amendment which does not include an extension of the period of validity, will enter into force upon the date of signature by the Service Provider, by FAO or on whichever of the three dates is the latest and will terminate on 15th of September 2012.


6. All other terms and conditions of the original Letter of Agreement remain unchanged and shall continue to apply.


Signed on behalf of the Food and Agriculture Organization of the United Nations:

Signature: 
Date: 25/06/2012

Luca Alinovi, Officer-in-Charge for Somalia

Signed on behalf of the South Eastern University College – SEUCO

Signature: 
Date: 27/6/2012
Name: P. O. G. G. G.
Title: PRINCIPAL



The Service Provider will sign two copies of this Agreement and return one to the Responsible Officer.

ANNEX A - TERMS OF AGREEMENT OF THE AMENDMENT

Terms of Reference

2.1 Definition of Output(s) and/or Outcome(s)

Principal objective: The main time critical specific objective of this project is aimed at ensuring that agricultural income is increased through improved access of farmers to quality seeds and planting material in Lower Shabelle. The general objective of the project “sustainable farmers’ access to improved seeds for selected commercial crops established”

Specific objective: Facilitate establishment of the sesame experimental plots

Indicators:

Genetic gap in the sesame varieties established

Results:

Performance test of two sesame varieties under different cropping systems.
Identification of the non-shattering trait in the local sesame varieties.

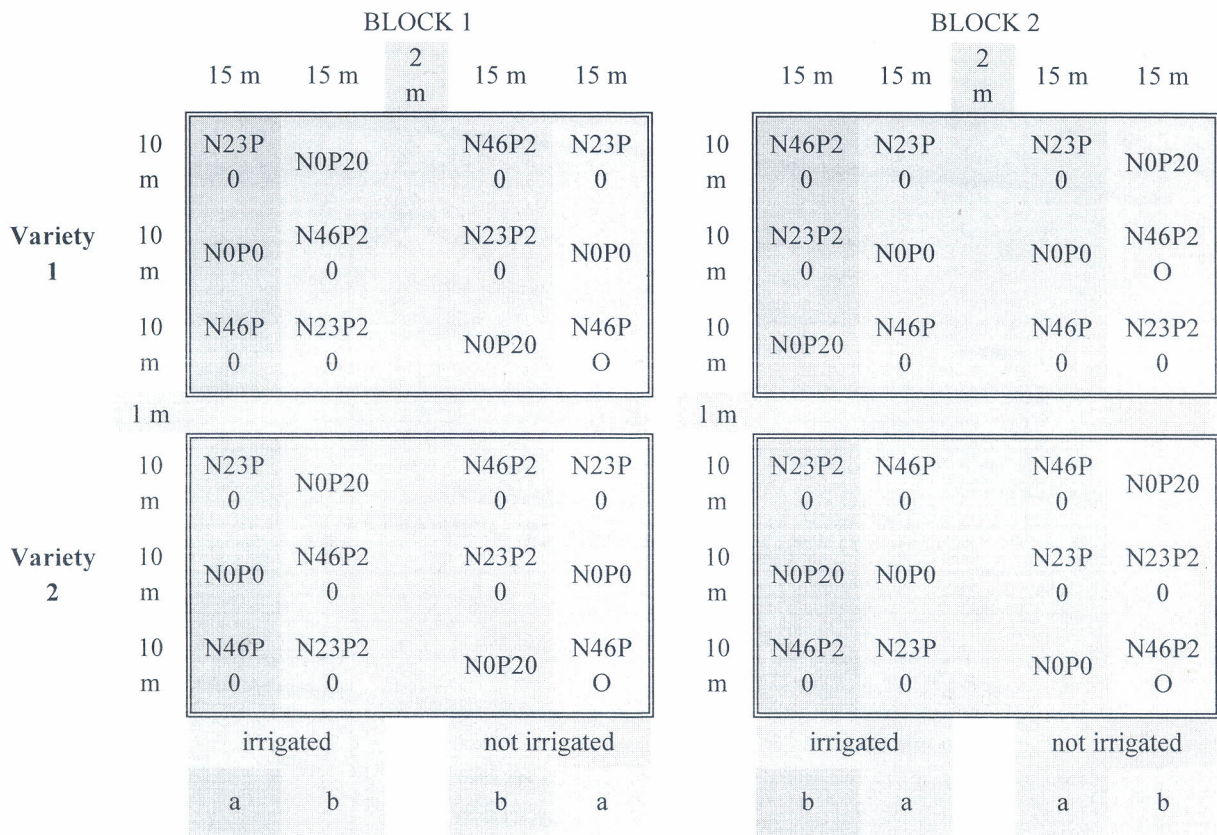
2.2 Description of Services

The following activities will be implemented by the Service Provider:

Establish sesame trial plots using the guidelines provided in Annex A (Field design) and collect data and photographs.

2.3 Work plan and Timeframe (Extended duration)

	April				May				June				July				August				September							
	weeks																											
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4				
Work plan and time frame																												
Organize and Facilitate the travel logistics of the participants to Nairobi Kenya, and obtaining the Kenyan Visa and Air tickets	X	X	X	X																								
b) Organize and facilitate in receiving and establishing venue for the training and accommodation for the participants for a period of 120 days in Nairobi as per the - attached schedule in Annex I							X																					
c) Organize and facilitate local transportation and logistics arrangements					X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X



N23P0= Nitrogen 23 kg/ha, P0 /ha