

**Annex D – GENERAL PROVISIONS FOR ILRI’S HOSTING OF INSTIUTIONS AT THE BecA ILRI SHARED BIOSCIENCES PLATFORM LOCATED AT ILRI’S NAIROBI CAMPUS**

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These General Provisions apply to the HOSTED INSTITUTIONS who are hosted by ILRI as the manager of the shared research platform located at ILRI Nairobi campus.

**1. Office space**

- 1.1 ILRI agrees to provide office space for HOSTED INSTITUTION’s personnel in a designated building on ILRI’s Nairobi campus (these personnel being as designated in the Agreement between ILRI and the Hosted instiution).
- 1.2 Any other need for additional space may be considered subject to availability and should be discussed with the Operations Manager of ILRI-Nairobi at least three months before the person joins HOSTED INSTITUTION (ideally, as soon as the need for the new position is identified). ILRI will do its utmost to identify suitable space for additional personnel but is not in a position to guarantee it. HOSTED INSTITUTION will also inform ILRI officially as early as possible whenever space occupied by HOSTED INSTITUTION may become available.
- 1.3 It is also ILRI’s understanding that HOSTED INSTITUTION will try and comply with the current ILRI Space policy to the greatest extent possible (policy is available on the ILRInet) .
- 1.4 ILRI has the right at all times to make such amendments or additions to rules and regulations which may become necessary for the preservation of safety, care and good order, cleanliness, decency or general protection or benefit of the premises. ILRI will inform the HOSTED INSTITUTION in writing of any such amendments or additions to the Policies and Procedures.

- 1.5 HOSTED INSTITUTION shall not, without prior approval by ILRI, erect any signs, aerals, displays or boards around or outside the said premises and property.
- 1.6 HOSTED INSTITUTION shall not share with any other person or organization or give the premises or any part thereof without the prior consent in writing of ILRI which consent shall not be unreasonably withheld.
- 1.7 HOSTED INSTITUTION will use the premises for the purpose of offices and not permit any use or storage of chemicals (other than for normal office or laboratory applications) or potentially dangerous or inflammable substances or allow any activities which could be disturbing or dangerous to the building or its occupants.
- 1.8 HOSTED INSTITUTION will not make any alterations in or additions to the premises without the prior consent in writing of ILRI. HOSTED INSTITUTION will not do or permit to be done anything on the premises which may render any increased or extra premium payable for the insurance of the said buildings forming part of the premises or any part thereof against fire and other normal comprehensive risks or which may make void or voidable any policy for such insurance now held by ILRI and not to store any petrol or other inflammable material in such buildings in excess of the amount provided for in any such policy - and in the event of failure by HOSTED INSTITUTION to comply with this requirement, to repay to ILRI on demand all sums paid out by ILRI by way of increased premium and all expenses incurred by ILRI in the renewal of any such policy by reason of such failure of compliance.
- 1.9 HOSTED INSTITUTION shall not place any object in any part of the property apart from the said premises, nor use any public areas for any activity other than their intended purpose.
- 1.10 HOSTED INSTITUTION shall report all building maintenance problems including, but not limited to electrical receptacles, data and phone wall outlets, alarm systems, etc... to ILRI and not attempt to make own repairs. It will follow ILRI procedures in working with the relevant ILRI unit. ILRI will maintain offices at cost plus service charge.
- 1.11 When HOSTED INSTITUTION uses outside service providers to work on ILRI's premises, it will involve ILRI's Engineering department before the work starts to ensure that ILRI standards are respected and that any required information is provided to the outside service provider. The ILRI Engineering department will also assist HOSTED INSTITUTION in assessing the quality of the finished work.
- 1.12 HOSTED INSTITUTION will not bring in or move within the said premises any object having a mass in excess of 1,500 kilos either as a single unpacked piece or as its shipped weight without the prior written approval of ILRL. No item likely to exert a distributed pressure on the floor in excess of 500 gm/cm<sup>2</sup> in its operational condition, may be stored or installed in the laboratory areas. Any direct damage caused by moving such an object shall be the responsibility of HOSTED INSTITUTION who owns, rents, orders or has in any way been responsible for its moving within or entry into the said premises.

- 1.13 If, in the opinion of ILRI, there is evidence that HOSTED INSTITUTION or the persons in HOSTED INSTITUTION's employ are deliberately or continuously fouling, damaging or using any of the areas, fixtures or fittings therein, for which ILRI is responsible, in a way which is inconsistent with their normal and designed use, misusing or abusing these areas and facilities, then after due consultation, ILRI shall cease to be responsible for remedying the consequences, and if it does remedy them, HOSTED INSTITUTION shall reimburse ILRI for the cost thereof.
- 1.14 ILRI retains the right to enter the said premises and to carry out inspections and examine the condition of the said premises. ILRI will first obtain the permission of HOSTED INSTITUTION to enter, such permission not to be unreasonably withheld. In case the same shall be found to be defective or out of repair, notice in writing of such defects will be given to HOSTED INSTITUTION to repair the same in a proper manner to the satisfaction of ILRI.
- 1.15 Unless otherwise agreed in writing with ILRI, at the conclusion or termination of the Agreement, HOSTED INSTITUTION shall remove all its decorations, furnishings, fittings and fixtures and shall leave the said premises in the condition in which it found them, fair wear and tear expected. HOSTED INSTITUTION will pay for the replacement of or make good repair, replace or restore all such articles, fittings and effects which shall be broken, lost or destroyed during the period of Agreement and to replace any keys (or the appropriate locks as the case may be) which may be lost. Any damage to the said premises left un-repaired shall be repaired by ILRI and reimbursed by HOSTED INSTITUTION.
- 1.16 HOSTED INSTITUTION will have, maintain and insure its own office furniture, office and other equipment. This insurance coverage can be provided at cost through ILRI.
- 1.17 HOSTED INSTITUTION will also be given access to parking space for its official vehicles and if possible staff vehicles, to the extent possible depending on availability of parking space at ILRI.
- 1.18 HOSTED INSTITUTION may use ILRI-organized housekeeping and janitorial services and would cost-share as appropriate plus the service charge defined in section 15.
- 1.19 Electricity and water will also be charged to HOSTED INSTITUTION as per actual usage or fair allocation if separate meters are not in place.

## **2. Security and safety**

The ILRI Security department will extend the same level of assistance, including information sharing, to the staff members of the HOSTED INSTITUTION that ILRI staff receive.

All HOSTED INSTITUTION vehicles and visitors entering the compound will be subject to the same security procedures as ILRI's.

HOSTED INSTITUTION staff on campus will observe all security procedures in place at ILRI including those relating to fire, health and safety procedures.

HOSTED INSTITUTION retains the full responsibility of the safety and security of its staff wherever they are as well as of its vehicles, especially when traveling in the field. While it is welcome to rely on ILRI's existing policies and procedures, it should also have its own.

### **3. Use of laboratory facilities**

ILRI agrees to grant the staff of the HOSTED INSTITUTION the office and laboratory space, equipment and services under Terms and Conditions detailed in Annex B and subject to payment of applicable costs detailed in Annex A.

The HOSTED INSTITUTION will seek compliance with all applicable permits for movement of biological and chemical substances, licenses, certifications, authorizations and approvals that the HOSTED INSTITUTION has requested ILRI on its behalf and that are necessary for the occupancy, operation and conduct of their research activities at BecA/ILRI Hub laboratories.

The HOSTED INSTITUTION may bring its specialized laboratory equipment but such equipment will have to be approved by the Laboratory Manager for safety requirements. The HOSTED INSTITUTION will have to follow the prevailing Laboratory Information Management System at ILRI.

### **4. Staffing arrangements for national and international staff and visiting scientists**

The hiring, administration and termination of national staff by HOSTED INSTITUTION will be governed by the relevant ILRI's Personnel Policies and usual practice and local labor and tax laws.

HOSTED INSTITUTION is encouraged to use ILRI's performance management measures for their nationally recruited staff and therefore recommend remuneration changes in line with what other ILRI staff members would be receiving. ILRI will keep HOSTED INSTITUTION aware of any changes it plans to implement in its job classification system and remuneration policy. In addition, HOSTED INSTITUTION staff members may participate in ILRI-organized training events based on availability and cost-sharing.

HOSTED INSTITUTION will be responsible for

- a. Determining the administrative status of the staff member in consultation with ILRI HR Department.
- b. Supervising staff members including work plans and assessment.
- c. Funding of staff remuneration and other benefits

The international staff members based at ILRI will be considered to be ILRI Visiting Scientists, for the purposes of the Host Country Agreement between ILRI and the Government of Kenya, which will govern their official engagement. Such staff shall observe proper conduct of international professional staff members and refrain from any act or non-act that would harm ILRI's reputation or its relations with the Host Country Government, Should any such staff not observe proper conduct as indicated above, ILRI and HOSTED INSTITUTIONS will jointly agree to relocate the staff member.

The ILRI Liaison Office is the only office that can handle their visas, residence permits for them and their dependents and other requests from the Host Government related to their employment and presence in the country.

Housing: HOSTED INSTITUTION may request housing for its international staff on campus. Housing will be provided depending on availability. The rent charged to HOSTED INSTITUTION will follow the general billing structure of ILRI housing plus service charge. While general maintenance is included in the rent, requested maintenance would be charged at cost. The HOSTED INSTITUTION- employee residing on campus would be requested to abide by ILRI Housing policy and procedures.

The ILRI Housing Office may also assist staff members of HOSTED INSTITUTION by putting them in touch with realtors or housing agents although ILRI will take no responsibility whatsoever in this process.

### **5. Visiting scientists and students**

HOSTED INSTITUTION will comply with ILRI policies and procedures when allowing visiting scientists and students to use the office or laboratory space allocated by ILRI. Any visiting scientist invited by the hosted institution should receive an ILRI contract for Visiting Scientist from the HR Department. Hosted institutions students' contracts are issued by the ILRI Training Unit (CaST). It is important that the Visiting Scientist or student goes through an orientation before they start working, especially with the OHSE Officer and the Lab Manager if they are going to work in the Labs.

### **6. IT and Communications support**

ILRI shall link HOSTED INSTITUTION to its main switchboard and provide access to the international communication system.

HOSTED INSTITUTION reserves the right, if preferred, to arrange its own direct lines for telefax and telephones. That work needs to be organized by the ILRI Telecommunications Office.

HOSTED INSTITUTION will be provided with an access code to facilitate its telephone calls and will be invoiced accordingly. At the end of the Agreement period, HOSTED INSTITUTION must pay directly all outstanding bills in respect of their additional telephone connections and numbers to the appropriate authority.

ILRI is responsible for maintaining the PABX Switch equipment in good working condition from the point at which the cables enter the premises and up to the existing telephone points in the shared office space. Telephone faults connecting to the outside of the building shall not be the responsibility of ILRI.

ILRI IT Unit will assist HOSTED INSTITUTION staff connect to the ILRI IT network and assist in any way possible IT activities of HOSTED INSTITUTION, including web-hosting. Those services will be subject to separate invoicing.

## **7. Asset management**

When HOSTED INSTITUTION comes under ILRI's Host Country Agreement, assets acquired by HOSTED INSTITUTION and its staff will be in accordance with the Host Country Agreement of ILRI and the Government of Kenya. Such assets will be registered by ILRI and receive an ILRI asset tag or a BecA Asset tag if purchased under the CIDA Contribution Arrangement for the BecA Project. HOSTED INSTITUTION will keep ILRI informed of the status and location of the assets whenever requested, including for updating insurance records or responding to government queries.

HOSTED INSTITUTION will manage those assets in line with its own policies and procedures.

ILRI will dispose of the assets on behalf of HOSTED INSTITUTION if so requested, provided that HOSTED INSTITUTION will be responsible for payment of duties at the time of transfer of assets or at disposal thereof. Disposal of assets will follow the regular ILRI assets disposal policy and schedule, or the BecA Assets disposal policy, for any assets purchased under the CIDA Contribution Arrangement for the BecA Project. An administrative fee on the proceeds may apply depending on the magnitude of the asset sale.

## **8. Procurement of goods and services and inventory services**

ILRI will provide procurement services to HOSTED INSTITUTION upon request. HOSTED INSTITUTION will comply with ILRI's procurement policy. HOSTED INSTITUTION will be charged at cost plus service charge for procurement services.

Similarly, HOSTED INSTITUTION may request any item it knows ILRI keeps in stock such as office supplies, laboratory supplies, at cost plus service charge.

HOSTED INSTITUTION must accordingly follow all proper procedures associated with VAT exemption.

## **9. Importation of goods**

Processing of Importations that have not gone through the entire ILRI procurement process have to be discussed in advance with the ILRI Procurement and Liaison units. A small flat fee will be charged for processing of importation if the item imported was not procured through ILRI procurement, except for expatriate staff's personal effects.

## **10. Conference and trainings, lodging and catering**

HOSTED INSTITUTION may use ILRI's conference facilities, hostel and catering facilities as it requires and in line with established ILRI's policies and procedures. HOSTED INSTITUTION will be charged at the established rate for ILRI projects plus service charge.

## **11. Travel services**

HOSTED INSTITUTION may use the services of the travel agency located on the campus under the agreement between the travel agency and ILRI. Any commissions or/and discounts received will be passed on to HOSTED INSTITUTION. HOSTED INSTITUTION will also pay its fair share of the management fee of the agency paid by ILRI in the same manner ILRI cost centers do. If approval on an invoice is not received from HOSTED INSTITUTION 24 hours before the payment is due to the agency, ILRI will go ahead and pay the invoice to the agency. Any disagreement will then be handled between ILRI, HOSTED INSTITUTION and the agent as required.

## **12. Transport services**

HOSTED INSTITUTION may use ILRI's transport services (whether in or outsourced) as it requires and in line with established policy and procedure. HOSTED INSTITUTION will be charged at the established rate for ILRI projects plus service charge.

## **13. Access to Infocenters and scientific journals**

Access to ILRI Infocenters will be free under current ILRI policies. Access to electronic journals or services will be provided at cost plus service charge, if requested.

## **14. Accounting services**

ILRI may provide the following services, if requested:

- Accounting (The chart of accounts and codes of HOSTED INSTITUTION may be accommodated)
- Receipts and payments on behalf of HOSTED INSTITUTION
- Payroll, including all statutory reporting
- Issuance and settlement of Advances
- Maintenance of Staff personal Accounts
- Petty cash replenishments
- Assist with preparations for and the execution of audits
- Archiving of financial documents.

The format and frequency of the reporting will be agreed between the ILRI Finance office and the relevant Finance office of HOSTED INSTITUTION before this agreement is implemented.

## **15. Other services**

Any other service HOSTED INSTITUTION may need will be provided at cost plus the service charge.

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