



CGIAR Challenge Program on
WATER & FOOD

Annex 1 to the CPWF MOU

PROJECT AGREEMENT

Standard Clauses and Conditions

(NOTE THAT THIS DOCUMENT HAS BEEN UPDATED
FOR CONTRACTS BEYOND THE FIRST COMPETITIVE CALL)

April 2004

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PROJECT AGREEMENT

The Parties Agree as Follows:

WHEREAS

1 the Challenge Program on Water and Food Consortium (hereinafter referred to as the CPWF) have entered into a Joint Venture Agreement pursuant to which the CPWF will, *inter alia*, engage contractors to conduct certain studies and/or undertake a range of activities to promote the objectives of the CPWF.

2 the Members of the CPWF request IWMI, as the Leading Member of the Consortium to negotiate, manage and administer the Program on its behalf, and to act as the legal representative and establish a CPWF Secretariat

3 the CPWF Consortium CGIAR Centers have undertaken as part of the Joint Venture Agreement, to provide management services under a Memorandum of Understanding, and are referred to as 'Managing Centers' within this Agreement.

4 the Memorandum of Understanding establishes the potential for the CPWF Managing Centers to themselves undertake research governed by the standard clauses contained in this Project Agreement as well as with third parties. In such cases, clauses contained in this Agreement directed at the 'Recipient' will apply to the Managing Center.

5 the Project Leader's Institution (hereinafter referred to as the 'Recipient') has represented to the CPWF that it has in its own employment, as well as contracted individual consultants and those of its partner institutions identified in the Project Proposal, the required professional skills and abilities to enable the conduct of the research and/or activity;

6 the Recipient and its partner institutions are willing to perform these services.

Definitions:

"*Basin Coordinators*" means the nominated representative of the NARES members of the CPWF Joint Venture Agreement who are members of the CPWF Management Team.

"*Conditions*" means the terms and conditions set out in this document.

"*Consortium Members*" means the signatories of the Joint Venture Agreement establishing the CPWF.

"*CPWF*" means the program established by IWMI in accordance with its responsibilities under the Joint Venture Agreement as referred to in Clauses 1 and 2 above.

"*Intellectual Property*" includes, but is not limited to, copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trade marks (including service marks), registered designs, Confidential Information (including trade secrets and know how) circuit layouts, all data sets, whether sourced or derived, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

"*Key Milestone*" means a critical input, activity or output included in the milestone plan. There must be at least one in each three month period. The successful completion of a key milestone is required for a further payment to be made.

"*Managing Center*" means the CGIAR Center identified in the Project Agreement Letter to manage Projects covered by this Agreement. It will be either CIAT, IRRI, WorldFish, IWMI or IFPRI.

"*Matching Funds*" means the financial or in kind resources identified in the Project Proposal.

"*Memorandum of Understanding*" means the understanding entered into between CIAT, IFPRI, IRRI, IWMI and WorldFish to implement and manage the Projects of the CPWF.

"*Milestone Period*" A period of three months duration coinciding with the three month reporting schedule of Projects

"*Parties*" means CPWF, the Recipient, and other institutions or agencies identified in the Letter of Agreement as partners in the Proposal.

“Partners” means the institutions and agencies listed by the Recipient in the Project Proposal who are working together to complete the Project.

“Personnel” means the professional, technical, support and administrative staff who are named in the Project Proposal.

“Phase One” means the initial planning phase of the Project. The period of time will be identified in the Project Agreement Letter.

“Phase Two” means the implementation phase of the project. The phase will be no longer than three years, including the phase one time period.

“Phase Three” means the extension phase of the project. The phase will be no longer than two years in addition to phase two time period.

“Project” means the research and budget described in the revised Full Project Proposal and its annexes and referred to in the Project Agreement Letter.

“Project Agreement” means this document. It is an annex to the Memorandum of Understanding and contains the standard clauses stating the procedures and obligations of the institutions that have a role in the Project and its management.

“Project Agreement Letter” means the letter forwarded by the CPWF to the Recipient. Signature by the Recipient on this letter means that the Project can commence operations.

“Project Completion Payment” is the payment made following acceptance of the Project Completion Report, and receipt of an external audit of the financial transactions of the project. The payment is 10% of the total budget identified in the Project Agreement Letter.

“Project Proposal” means the revised Full Project Proposal document and all its attachments that were submitted to the CPWF by the Recipient following endorsement for support by the Consortium Steering Committee for support

“Recipient” means the institution named in the Project Agreement Letter whose staff member has been nominated as the Project Leader in the Full Proposal.

“Reports” means reports to be provided to the Managing Center in the format provided by the CPWF.

“Theme Leader” means the nominated thematic leader lodged within one of the five Consortium CGIAR Centers who are members of the CPWF Management Team.

The contents of the Project Agreement Letter form part of this Project Agreement. If any conflict occurs between the Project Agreement Letter and the Project Agreement, the Project Agreement Letter shall take precedence.

Clause 1: The Services

1.01: The Recipient shall perform the Services in accordance with the Project Proposal and the Project Agreement Letter.

1.02: The Recipient shall ensure that the personnel listed in the Project Proposal perform the Services. If senior personnel become unavailable the Recipient will notify the Managing Center and provide replacement personnel acceptable to the CPWF at the earliest opportunity.

1.03: The Recipient shall ensure that matching funds are provided in accordance with the Project Proposal.

1.04: The Recipient will submit for prior approval by the CPWF, through the Managing Center, a set of agreed milestones to be achieved by the Project, in a format as provided by the CPWF. These milestones form the basis of reports and payments. The milestones will be part of the Project Proposal.

1.05: The Recipient shall submit to the Managing Center, technical and financial reports in the format provided by the CPWF and as specified in the Project Agreement Letter.

1.06: The Recipient will arrange, at its own expense, an external financial audit on an annual basis from 1st January to 31st December, and will submit the auditor's report to the CPWF, through the Managing Center, by the 1st of April in the following year.

1.07: The Recipient shall furnish, at its own expense, to the CPWF such information related to the Services as the CPWF may from time to time reasonably request from the Managing Center.

1.08: The CPWF and the Managing Center will review the progress of the project and may invite the participation of peer reviewers and visit research sites at mutually convenient times. The Recipient is expected to cooperate in the planning and undertaking of reviews.

Clause 2: Term of Project Agreement

2.01: The Project Agreement is activated on the date specified in the Project Agreement Letter. Any services performed by the Recipient prior to the date of the Project Agreement will not be treated as Services under the Project Agreement unless specifically agreed to by the CPWF.

2.02: The Project Agreement will expire on the date the 'Project Completion Payment' is made, unless it is terminated earlier in accordance with Clause 6.

2.03: The Project Agreement may be extended where the CPWF determines that sufficient reason exists to do this and the parties agree in writing.

Clause 3: Insurance

3.1: Neither the CPWF, nor CIAT, IFPRI, IIRI, IWMI, or WorldFish will be held responsible for any accident, illness, loss or damage experienced by the Recipient and its partners, or third parties which may occur during the implementation of the Project.

Clause 4: Payments and financial reports

4.01: The CPWF shall normally pay the Recipient for the Services in US dollars. Other freely convertible currency or currencies may be used as agreed from time to time, to an amount that will not exceed the maximum budget named in the Project Agreement Letter.

4.02: The CPWF shall pay the Recipient the payment to be made under Clause 4.01 in installments as set out in the Project Agreement Letter based on the successful completion of selected Milestones, adjusted according to Clauses 4.06 and 4.07.

4.03: Payments will be made to the Recipient through the Managing Center on acceptance of the Managing Center's recommendations as laid out in Clause 8 of this Agreement.

4.04: In performing the Services, the Recipient will not incur expenditures in any period in excess of the funds payable for that period in accordance with Clause 4.02 without the prior written approval of the CPWF.

4.05: Unless otherwise agreed by the parties in writing, the CPWF shall not be liable for any additional costs incurred for services performed by the Recipient outside the services agreed to in the Project Proposal.

4.06: Subject to clause 4.01, to enable the Recipient to carry out the services, the CPWF agrees, subject to the availability of contributions made by donor agencies, to provide the funds specified in the Project Agreement Letter.

4.07: Any funds that are not spent and not committed by the Recipient and Partners at the end of each milestone period, shall be carried over to the next period, with a reduction made of that same amount from the next payment.

4.08: The Recipient may, without reference to the CPWF or Managing Center, transfer funds payable in respect of a particular line item in the Project Budget, to another line item in the budget. The amount transferred will be no more than 5% or US\$5,000 of the total of the particular item in the budget from which the funds are being transferred, whichever is the lesser. Transfers of larger amounts must not be made without the prior written approval of the CPWF Secretariat.

4.09: The Recipient shall provide funds to its Partners within seven days of receipt from the Managing Center.

4.10: In the event of major delay in performing the Services, the Recipient shall notify the Managing Center immediately a problem is identified. Payments pursuant to Clause 4.01 and 4.02 may then be suspended, and the Recipient shall work with the Managing Center to prepare a modified Schedule of Payments. This will come into effect after approval by the CPWF, and payments shall then be resumed.

4.11: The final installment shall be a 'Project Completion Payment' payable at the time of receipt of an acceptable Completion Report and external audit report.

4.12: On completion of the project, the Recipient will advise the Managing Center of any unspent and uncommitted funds held by the Recipient and its

Partners. The Managing Center will ensure that such unspent funds are returned to the CPWF.

4.13: Matching Funds are to be provided in accordance with the Project Proposal either in cash or in kind and at the times, and for the inputs and/or activities identified in the Project Proposal. The provision of matching funds is to be reported as part of the financial reporting requirements.

4.14: If for any reason the matching funds are not provided, then the Managing Center will advise the CPWF who will liaise with the Recipient to resolve the issue, but will be entitled to suspend the project in accordance with Clause 7.01 of this Agreement.

4.15: Financial Reports:: The Recipient must submit financial reports to the Managing Center in accordance with the format provided by the CPWF and at the time of submitting technical reports.

Clause 5: Reporting and Ownership of Intellectual Property Rights

5.01: Ownership of the rights to IP conceived, discovered, developed or reduced to practice by the Recipient or others owing a duty to assign rights to the Recipient during the conduct of the Project shall be jointly owned by the Recipient and the CPWF subject to prior notification and negotiation with the CPWF. The IWMI, as the legal representative of the CPWF shall negotiate on behalf of the CPWF on the portion of the rights attributable to the CPWF, and shall hold any resulting ownership rights through an 'Assignment Agreement' on behalf of the CPWF for the benefit of consortium members. The decision to seek such ownership lies with the CPWF consortium members through the Consortium Steering Committee.

5.02: Ownership of final versions of reports, both hard and electronic copies, from Recipients submitted to the Managing Center, and all relevant data such as maps, diagrams, plans, statistics and supporting materials compiled in performing the Services, shall be the joint property of the CPWF and the Recipient. Such materials shall be sorted and indexed by the Recipient, who will retain copies thereof for reference and/or archive purposes as joint owner.

5.03: Ownership of Data: Any data or data sets, both hard and electronic copies, generated as part of the

project, shall be the joint property of the CPWF and the Recipient. The CPWF shall have the right to provide access to all CPWF Consortium Members to such data sets for the purposes of furthering the aims of the Challenge Program, provided that norms and regulations of access to proprietary data are observed, and the Recipient shall retain copies thereof for reference and/or archive purposes as joint owner of the data. The Recipient shall exercise its ownership rights in a way consistent with CPWF policy. Should either party choose to commercialise data directly or indirectly good faith negotiations will ensue determining the rights and obligations of the parties.

5.04: Access and Licensing of IP Rights: The Recipient and the consortium members of the CPWF shall be granted reasonable access to use the IP arising from the Agreement, via joint ownership or a royalty-free, irrevocable, non-exclusive license. The Recipient of this grant may hold and exercise rights, in a manner consistent with the IP policies of IWMI, the guidelines of the CGIAR, and national legislation and laws that implement the Convention on Biological Diversity (CBD) and the International Treaty on Plant Genetic Resource for Food and Agriculture. Any and all patent applications filed and prosecuted by IWMI, or the Recipient are subject to the terms of Clauses 5.01, 5.03, 5.04, 5.05 and 5.06

5.05: The Recipient agrees to respect the IP and proprietary rights of others, for materials and other goods, used in conjunction with this Agreement.

5.06: Intellectual Asset Audits: The Recipient agrees to comply with any Intellectual Asset Audits required by the CPWF. Such audits will be for Intellectual Assets directly related to, or resulting from, the research to be undertaken under this Agreement, and will be at the expense of the CPWF.

5.07: Disclosure: All Intellectual Property (IP) that is first conceived, discovered, developed or reduced to practice in the conduct of the Project shall be reported in writing to the CPWF in a timely manner, by the Recipient. Such IP includes, but is not limited to, manuscripts, software, including data and data sets, inventions, developments, discoveries, concepts, trademarks, logos, confidential information, and the like whether or not patentable or copyrightable.

5.08: It is the CPWF policy to encourage publication of information, data and results of its research endeavors in scientific journals. Should the Recipient wish to

publish data or inventions or any other form of output potentially subject to Intellectual Property protection, the Recipient will allow the CPWF a reasonable period, not to exceed 180 days to prepare filings prior to any publication of such information, data or invention. While the CPWF still retains the right to withhold right to publication, it shall only do so when clearly reasonable, and after full disclosure to the parties as to the rationale why such right is being withheld.

Clause 6: Three Phase Project Cycle

6.01 Services in the Project Proposal will be required to proceed in accordance with a three phase project cycle. Authorization to proceed to subsequent phases is required from the CPWF. It must not be assumed that progression will be automatically endorsed. Projects may be required to undertake an external review on reaching the project expiration date.

Phase One: Planning (no longer than 3 months)

6.02 Phase one is to ensure partnerships are further established, methodology is critically examined, expertise within the partnership team re-evaluated, and a set of documentation drawn up for the first two years of project activities as identified in clause 6.03. Baseline surveys may be completed, being a description of the initial situation in of the target group and is limited to describing aspects that the project intends to change. Refinement of plans for internal monitoring and evaluation can also be undertaken.

Phase Two: Implementation (no longer than 3 years)

6.03 Progression from phase one to phase two requires the submission and acceptance of:

- (a) Two year Milestone table
- (b) Two year Work plan
- (c) Final budget
- (d) Schedule of payments
- (e) Intellectual Asset Audit

to the Managing Center for approval by the CPWF.

6.04 When projects are of three years duration or more, a third year must be authorized by the CPWF through the Managing Center. The Recipient must submit:

- (a) Year three Milestone table
- (b) Year three Work plan.

And any revised schedule of payments that is considered desirable by the Recipient (following negotiation with the Managing Center, to increase the efficiency and/or effectiveness of the Project.

Phase Three: Continuation (up to a further 2 years)

6.05 Progression from phase two to phase three is only relevant for Projects of a four or five year timeframe. Projects will be required to undergo an external review, and provide a further set of documents as identified in clause 6.03(a) to (e). On the successful completion of the review, and acceptance of the new documentation by the CPWF, the project will proceed to phase three for the one or two year continuation period identified in the Project Agreement Letter.

6.06 Only in exceptional circumstances will projects be endorsed to continue beyond the original contracted period. Such extension will only apply where there is unassailable proof that support would provide immediate results promising potential high benefits for the global public good. Requests for extension must be provided to the CPWF six months prior to the completion date of the Project. Extensions may also be endorsed where the completion of a milestone is dependent on the annual agricultural cycle, but it is expected this is identified during phase one of the project cycle and will be minimal.

Clause 7: Settlement of Disputes

7.01: Any dispute or difference arising out of this contract or in connection therewith that cannot be amicably settled between the parties shall be finally settled under the normal procedures of the CPWF as set out in the Joint Venture Agreement. The resulting award shall be final and binding on the parties and shall replace any and all other forms of settlement including litigation.

Suspension and Termination by the CPWF:

7.02: The CPWF shall be entitled by notice to the Recipient to suspend in whole or in part the disbursement of funds hereunder if the Recipient shall have failed to carry out any obligation of the Services under this Agreement, or if any other condition arises which interferes, or threatens to interfere, with the successful carrying out of the Services or the accomplishment of the purpose thereof. This includes

Force Majeure. Force Majeure shall mean, war, civil commotion (including hartals, strikes and civil unrest) fire, flood, earthquake, epidemic, action by any government or any event beyond the reasonable control of the party affected.

7.03: The CPWF shall be entitled by notice to the Recipient to suspend in whole or in part, the disbursement of funds hereunder, if for any reason the IWMI is not in possession of funds designated for the CPWF. The CPWF will work with the Recipient to make every effort to ensure that the work being carried out by the Recipient is not unduly at risk, and that any adjustment made to commitments are agreed to by the parties to this Agreement.

7.04: (a) If any condition referred to in Section 7.02 shall continue for a period of fourteen (14) days following such notice of suspension, then the CPWF at its option may terminate this Agreement.

(b) If any condition referred to in Section 7.03 shall continue for a period of sixty (60) days, following such notice of suspension, then the CPWF at its option may terminate this Agreement

(c) Upon receipt of such notice, the Recipient shall take immediate steps to bring the Services to a close in a prompt and orderly manner.

Suspension or Termination by the Recipient:

7.05: (a) The Recipient shall notify the CPWF promptly in writing of any situation or of the occurrence of any event beyond the reasonable control of the Recipient which makes it impossible for the Recipient to continue the Project activities covered by this Agreement. Upon acknowledgement in writing by the CPWF of the existence of any such situation or event or upon failure of the CPWF to respond to such notice within fifteen (15) days, the Recipient shall be relieved from all liability for failure to carry out such obligations. In case of disagreement between the parties as to the existence of such situation or event, the matter shall be submitted to arbitration in accordance with Section 7.01 hereof.

(b) Upon such confirmation or failure to respond by the CPWF or award by the arbitrators in favor of the existence of such situation or event, the Recipient may terminate this Agreement by not less

than thirty (30) days' notice thereof in writing to the CPWF.

c) Upon giving such notice of termination to the CPWF, the Recipient shall proceed in the same manner as set forth in clause 7.04 (c) of this Agreement.

7.06: In the event the Recipient does not receive payments as provided in clause 2 of this Agreement within thirty (30) days following the due dates, the Recipient shall promptly notify the CPWF, and if not received within sixty (60) days after such notice, the Recipient may, without liability, terminate this Agreement and the Services.

7.07: Upon termination of this Agreement pursuant to the provisions of Section 7.05, or 7.06, no payment shall be due to the Recipient except for Services satisfactorily performed. The CPWF will however, undertake to ensure that all costs incurred by the Recipient in accordance with this Agreement and could not reasonably avoid or eliminate, will be covered by the CPWF.

Clause 8: Technical Reports

8.01: Reports are required to be submitted to the Managing Center on a three, six, nine and twelve month basis in the format as provided by the CPWF.

8.02: On completion of all Project Proposal activities, or on reaching the expiration date of the Agreement, whichever is achieved first, a Completion report is required within 30 days in the format as provided by the CPWF.

8.03: The Recipient is responsible for requesting and collating individual reports from all partners, and submitting to the Managing Center named in the Project Agreement Letter. The Recipient will also submit a copy of all reports to the Basin Coordinator(s) within which the Project is active and to the Theme Leader of the Theme(s) identified in the Project Proposal.

8.04: In the event that data sets are being constructed as part of the services under this Project Agreement, the nature and volume and temporal coverage of the data sets being constructed must be provided in accordance with the template provided by the CPWF.

8.05: The Managing Center will assess the reports and will make one of three recommendations to the CPWF as follows:

1. Progress Satisfactory.
2. Progress Unsatisfactory
3. Termination

The CPWF will take action in accordance with the appropriate procedure as set out in clause 8.06 to 8.08.

1. Progress Satisfactory:

8.06: The CP secretariat will provide the next payment in accordance with the Schedule of Payments listed in the Letter of Agreement, taking into consideration any adjustment resulting from clause 4.06. The payment will be made to the Managing Center.

2. Progress Unsatisfactory:

8.07: Project activities identified as unsatisfactory must cease further action, and must not commit any funds or resources to any activities. The CPWF will request the Theme Leader to work with the Managing Center to consult with the Recipient, and any other parties considered appropriate, to resolve the reason behind the unsatisfactory result. If the Recipient is lodged within the Managing Center, then the CPWF will be at liberty to nominate any person or persons, including CPWF staff, to be included in the consultations. Costs of such actions will be borne by the Project, and are to be kept to a minimum and drawn from the contingency funds available. The following actions may result from the consultation:

(a) Revision of work plan and milestones, with an adjustment to the budget, ensuring that the original methodology and rationale for supporting the project is not compromised. The Managing Center will provide the CPWF with a further recommendation and the CPWF retains the right to accept or reject that recommendation. If accepted, the CPWF will provide further payments as identified, and the project would proceed in accordance with the revised elements.

(b) If the consultation does not reach a satisfactory adjustment, the Managing Center or CPWF representative may recommend to the CPWF that the project enters the procedures leading to possible Termination.

3. Termination:

8.08: Should any serious problems be identified relating to any aspect of the project named in the Letter of Agreement, all activities of the Project should cease immediately. The CPWF will immediately notify the Recipient. The Recipient will be given recourse to respond to the recommendation within 14 days of receiving notice of termination. The CPWF may also, at its discretion, arrange for an external review to establish the desirability of continuing the project. Costs of such a review would be borne by the project from contingency funds. If the CPWF considers the project to be potentially useful, then Clause 8.07(a) will apply. If the CPWF considers the project to be seriously flawed in any way, then the Project Agreement will be immediately terminated and Clause 7.07 will apply.

8.09: The CPWF retains the right to accept or reject the Managing Center recommendation, but will only do so on the basis of any sound knowledge of practices that are detrimental to the development goals or moral obligations of the CPWF, or any objectives contained in the CPWF Full Proposal. This includes the misappropriate use of funds, including fraud or corrupt practices either leading up to, or during any phase of the project. The CPWF undertakes to provide such information to the Managing Center immediately it is known. In coming to any decisions, the CPWF will take into account the reports of Basin Coordinators and Theme Leaders, and may include them in any review.

8.10: The Recipient, or nominated senior representative, may be required to attend scientific meetings, or other workshops and seminars, to present the results of the project as requested by the CPWF. The cost of attending such meetings will be borne by the CPWF, or as otherwise decided at the time of convening any meeting, workshops and seminars.

Clause 9: Dissemination

9.01: In carrying out the dissemination activities in the Project Proposal, the Recipient is requested to consult with the CPWF, Basin Coordinators and Theme Leaders, and personnel of the NGO representative members of the Consortium.

Clause 10: Monitoring and Evaluation

10.01: The Recipient undertakes to ensure that there is sufficient understanding of the current status of the

target group to enable project impact to be evaluated at any stage of the Proposal. The Recipient also undertakes to ensure the early mobilization of the internal monitoring and evaluation system contained in the proposal, and shall report the progress of the self monitoring system as required to the Managing Center according to the report format provided by the CPWF.

Clause 11: Authorized Representatives; Notices and Requests

11.01: Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement may be taken or executed on behalf of the CPWF by the Director General of IWMI, or his designated representative.

11.02: The person designated in the Project Proposal as the Recipient, or any person agreed in writing by the parties to replace that person, shall be responsible for coordinating all the Services to be provided by the Recipient and this person shall liaise with the CPWF, and/or its designated representative as identified in the Letter of Agreement.

11.03: Any notice or request required or permitted to be given or made in this Agreement shall be in writing and in the English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand or mail to the party to which it is required to be given or made, at such party's address specified below or at such other address as the party shall have specified in writing to the party giving such notice, or making such request.

Authorised Representative for the Recipient:

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Name:.....
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Designation.....
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Institution:.....
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Authorised representative for the CPWF:

Street
Address.....

Name:.....
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Designation.....
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City.....
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Institution:.....
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State.....
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Street
Address.....

Country.....
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Direct telephone number ()
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City.....
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Fax Number ()
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