



AGRA Sustainably Growing
Africa's Food Systems



REQUEST FOR PROPOSAL

RFP AGRA-NB-1152

COMMUNICATIONS AGENCY FOR AGRA WEST AFRICA COUNTRIES

Disclaimer: AGRA reserves the right to determine the structure of the process, number of short-listed participants, the right to withdraw from the proposal process, the right to change this timetable at any time without notice and reserves the right to withdraw this tender at any time, without prior notice and without liability to compensate and/or reimburse any party.

Synopsis of the Request for Proposal

Solicitation Reference No.	RFP AGRA-NB-1152
Title of Solicitation	Communications Agency for AGRA West Africa Countries
Eligibility	Open to all Eligible Firms but Preference will be given to West African Firms
Issuing Office & Address	AGRA Website: www.agra.org
Assignment Location	West Africa
Email Address for submission of Questions and Clarifications	AGRA General Procurement Procurement@agra.org
Bid Submission	Electronically via the Oracle System. Refer to the Advertisement on www.agra.org
Solicitation Issue Date	As per Oracle system
Pre-bid conference	A pre-bid conference will be held on 4 th June 2024 at 12pm, East African Time. Please register for the pre-bid conference through this link: HERE
Deadline for submission of questions and clarifications	3 rd June 2024, 1700, hours, East African Time
Deadline for Answering questions and clarifications	5 th June 2024, 1700, hours, East African Time
Deadline for Submission of Proposals	19 th June 2024, 1700, hours, East African Time
Type of Consultant	Consultancy Firm
Anticipated Award Type	Consultancy Agreement
Selection Method	Quality and Cost Selection Method
Submission and Evaluation Criteria	<p>Mandatory Eligibility Requirement:</p> <ol style="list-style-type: none"> Company profile. Trading license or Certificate of incorporation or Certificate of Registration Tax clearance certificate (Applicable to firms originating from Kenya, Rwanda, Ghana, Tanzania and Mozambique). List of similar assignments and client contacts CVs of key personnel. <p>Evaluation Criteria is indicated at section 8 below.</p> <p>NB.</p> <ol style="list-style-type: none"> Minimum technical pass mark is 75% Selection Criteria: <ul style="list-style-type: none"> Technical weight: 90% Financial weight: 10% <p><i>NB: Only firms with technical scores equal or above 75% shall be considered for financial review</i></p>

1. Background

a. About AGRA

Agriculture plays a very key role in Sub-Saharan Africa, contributing to over 20% to Gross Domestic Product in most countries and employing over 70% of the population despite its low productivity and low incomes. While there has been significant improvement in Governments commitment to the sector, there is need to rally all key stakeholders around a common vision of eradicating food insecurity by 2030, a target that calls for concerted efforts, alliances, and narratives across the Fourth Estate.

[AGRA 2023-2027 Corporate Strategy](#), sets out to catalyze the growth of sustainable food systems across Africa by influencing and leveraging partners to build a robust enabling environment where the private sector thrives, and smallholders are empowered to produce sufficient, healthy food.

b. Context

West Africa is a dynamic and diverse market with the latest social, political, and economic evolutions. To navigate in such an environment AGRA is seeking to engage a communication agency with a clear understanding of the local dynamics, markets, contexts, and networks, which will lead the communication, advocacy, and engagement strategy in West Africa.

2. Objective of this consultancy

The engagement with the agency would involve strategic communications engagements, media engagements, advocacy and influence support, to achieve, awareness, familiarity, affinity and influence the achievement of AGRA's strategic and programmatic goals across key target stakeholders from Burkina Faso, Cote D'Ivoire, Ghana Mali, Nigeria and Togo and the West Africa regional economic blocs.

AGRA's strategy 3.0 seeks to achieve specific country narratives and to achieve that, AGRA desires to work with a strategic agency that will support, engage, and influence with the right stakeholders across specific communications and advocacy goals. The consultancy will support AGRA in West Africa to increase its visibility and influence with key voices in Burkina Faso, Cote D'Ivoire, Ghana Mali, Nigeria and Togo through own and earned media as well as other strategic platforms, to advocate for inclusive food and agriculture transformation. The agency will support AGRA in translating its communication strategy into actionable plans that will generate awareness and consideration of country programs to catalyze the right conversations and narratives in the West African region.

3. Scope of Work

The successful firm shall be expected to undertake the following services:

No	Scope	Description
a)	Support Implementation of AGRA's communication, external engagement, and advocacy strategy:	<ul style="list-style-type: none"> i. Develop a media, communication landscape analysis in West African and country levels for communications and advocacy insights generation and performance tracking. ii. Propose a communication, advocacy, and engagement plan in line with AGRA's strategic stakeholders and objectives. iii. Identify and profile strategic partners, organizations, media, influencers, civil society and key moments to leverage to achieve AGRA's positioning & influencing mandate.
b)	Give a country-focus of the organisation's business lines based on the country narratives:	<ul style="list-style-type: none"> i. Develop communications approaches that highlight the specific country narratives in Burkina Faso, Cote D'Ivoire, Ghana Mali, Nigeria and Togo to achieve the intended changes in policy and practice. ii. Develop ever-green communications materials that showcase the catalytic impact and scale opportunity of legacy investments to address agriculture's food systems transformation ambition. iii. Propose a media engagement framework that will elevate the advocacy issues that AGRA cares about and create new prime time for Food Systems conversations in traditional and non-traditional media. iv. Working with local stakeholders, including government officials, industry leaders, and subject-matter experts, propose a framework to identify credible industry champions that AGRA can partner with to elevate the Country Narratives in Burkina Faso, Cote D'Ivoire, Ghana Mali, Nigeria and Togo. v. Pitch stories and interviews to regional, continental, and European media outlets that focus on the unique initiatives and successes in Burkina Faso, Cote D'Ivoire, Ghana Mali, Nigeria and Togo.
c)	Develop strong advocacy around priority national policy issues, increased national investment in agriculture budgets, and innovative technologies to reduce the productivity and income gap:	<ul style="list-style-type: none"> i. Collaborate with local partners and stakeholders to and amplify the use of evidence-based policies, showcase key policy positions and policy briefs in Burkina Faso, Cote D'Ivoire, Ghana Mali, Nigeria and Togo related to agriculture and food systems. ii. Propose a framework to influence increased agriculture budget appropriation, and amplify voices of the private sector, think tanks, and academia with a bias towards youth and women participation.

No	Scope	Description
		<ul style="list-style-type: none"> iii. Develop thought leadership content, such as op-eds and articles, that advocate for increased national investment in agriculture and the adoption of innovative technologies. iv. Propose an action plan on how key AGRA stakeholders can engage with policymakers, influencers, and decision-makers at the national and sub-national level to encourage action and create awareness around the country narratives. v. Leverage regional, continental, and European media platforms to amplify the advocacy efforts and raise awareness among a critical resource partner audience.
d)	Raise voices of the countries around the major events such as the AFS Forum, COP29 and other food systems related convenings:	<ul style="list-style-type: none"> i. Develop a media relations plan specific to Burkina Faso, Mali, Nigeria, and Ghana to leverage AGRA's agenda. ii. Identify key media outlets in Burkina Faso, Ghana Mali and Nigeria with the objectives of building and strengthening relations with the public, particularly smallholder farmers and civil society. iii. Engage with the media outlets to secure opportunities for interviews, articles, and op-eds featuring representatives from Burkina Faso, Ghana, Mali and Nigeria. iv. Highlight the perspectives of Burkina Faso, Ghana, Mali and Nigeria on key issues related to agriculture, food systems, and climate change during the AFS Forum and COP29, etc
e)	Content:	<ul style="list-style-type: none"> i. Contribute and develop content, editorial, and digital strategies including key messages, thought leadership pieces, interviews, and other relevant pieces. ii. Generate multi-media content for AGRA's Content Hub
f)	Social media:	<ul style="list-style-type: none"> i. Propose a country-specific social media plan for roll-out across Burkina Faso, Cote D'Ivoire, Ghana Mali, Nigeria and Togo. ii. Contribute to the social media analysis giving insight and guidance on engaging the West Africa and francophone stakeholders and audiences for a favorable brand health. iii. Develop social media engagement plans for influence and relevance across country-specific narratives for Burkina Faso, Cote D'Ivoire, Ghana Mali, Nigeria and Togo
g)	Media relations :	<ul style="list-style-type: none"> i. Develop a robust, media engagement plan including engagements at the national, regional, and continental levels. ii. Secure strategic partnerships and opportunities for radio, TV, live, interviews, or shows with top tier pan African, international media influence. iii. Develop new opportunities to leverage and increase AGRA influence with francophone and European media. iv. Produce key media communications including press releases, media advisories, op-eds, media briefs, press kits. v. Support media engagements at major events such as the AFS Forum or COP or any other relevant events or key moments with the African Union and ECOWAS.
h)	Design:	Support the design work when necessary for social media, infographics, reports, and other relevant assignments

4. Deliverables of the Assignment

The selected firm shall submit, for AGRA's approval, the deliverables or reports set out in the schedule below. All deliverables or reports shall meet generally accepted professional standards based on AGRA's sole opinion and determination.

- i. **Inception meeting** to align with AGRA on the methodology and, workplan.
- ii. An Inception plan detailing the agreed methodology, and workplan.

- iii. Develop a compelling communication, advocacy and external engagement plan for West Africa including a landscape analysis of the media, communication, and PR.
- iv. List and mobilize strategic media outlets at the country, regional and continental levels.
- v. Facilitate at least two high-level media opportunity per country per year and produce one interview, Oped or feature per quarter for each country.
- vi. Facilitate partnerships and collaboration with top-tier francophone and European media.
- vii. Develop at least two regional corporate cases with tangible country focuses.
- viii. Contribute to other AGRA conveying engagements e.g. AGRF, Africa Food Prize, CALA, Value4Her and Generation Africa et al.
- ix. Develop atleast two greenfield pieces of content to engage key stakeholders.
- x. Develop and implement a country-specific digital content plan for AGRA's platforms and Website.
- xi. Submit the following reports
 - a) Monthly reports
 - b) Daily media monitoring reports
 - c) Insights & Issues management reports
 - d) Event/ meeting reports
 - e) Action planning reports

5. Qualifications and Experience

i. Firm

The communication agency must have:

- a) A deep understanding of the key agricultural and food systems issues in Burkina Faso, Ghana, Mali, and Nigeria, and ideally have experience working in Cote d'Ivoire, Senegal, and Togo as well.
- b) Sound understanding experience of the West and Francophone region of Africa with a broader lens on Africa and knowledge of the global arena.
- c) Capacity and experience in building continental and country brands in the Not-for-Profit Sector.
- d) A proven track record of effectively managing brand reputation and be able to effectively communicate in both French and English to increase AGRA's awareness.
- e) Strong networks at national, regional, continental, and European levels with key stakeholders and media outlets to enhance communication & engagement strategies, build favorable relationships, and help AGRA achieve its strategic corporate objectives.
- f) Relevant affiliations and networks within the relevant sectors within AGRA's West African countries.
- g) Track record of past clients and similar experiences.
- h) Over 10 years' experience working with regional brands and institutions.
- i) Must hold an adequate team of experts to meet the consultancy requirements including but not limited to skills in brand management, big data mining, Artificial Intelligence, editorial generation, media relations, advocacy campaigning, issues management, creative writing, content creation and management, digital media skills, client service agility.

ii. Personnel

- a) University degree in multi-media communications, public relations, journalism, international relations, and any other relevant area.
- b) Team leads must have over 15 years' experience in marketing, communications, advocacy, public policy, international relations.
- c) Experience working in the field of agriculture or food systems in the last 5 years.

6. Duration of the Assignment

The work will be conducted for 1 year from the date of signing the contract with the possibility of renewal based on performance and availability of budget.

7. Location and nature of the assignment

The agency may be based in their local country but must have coverage and presence in the West African countries indicated in this brief.

Travel may be required from time to time.

8. Evaluation Criteria

Interested firms shall be evaluated against the following technical criteria:

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| a. Organizational Capacity | 10% |
| Company profile, company accreditations, and certifications. | |
| b. Firm's Experience in similar assignments | 20% |
| i) Have solid experience in similar assignments, | |
| ii) General management experience in related assignments or projects with proven results and sustainability approaches, | |
| iii) List of current and past clients/references/agreements and their contact details. | |
| c. Proposed approach, methodology and work plan | 40% |
| Understanding of the project/assignment requirements, practicality of the proposed methodology relative to the context of the assignment, proposed work plan, staffing schedule, risk assessment and mitigation strategies integrated into the assignment, appropriateness of the implementation schedule to the project timelines and project quality assurance measures. Demonstrate evidence to crowd in other stakeholders in the work for sustainability purposes. | |
| d. Experience and Qualification of key personnel | 20% |
| e. Knowledge of local culture and working experience in West Africa | 10% |
| Total Score | 100% |

NB:

- Selection Method - Quality and Cost-Based Selection (QCBS)
- Minimum technical pass mark is 75%
- Selection Criteria
 - a) Technical weight: 90%
 - b) Financial weight: 10%

9. Copyright

All materials/documents arising out of this consultancy work shall remain the property of AGRA.

10. Invoices and Payment

The Consultant will submit the corresponding invoice to AGRA. Payment of consultant fees will be made against deliverables, which will only be deemed accepted once AGRA comments have been effectively incorporated and approved by the contract supervisor.

11. Communication and Coordination

Agency and AGRA will identify and advice on reports.

12. Reporting

The consultant shall report to the Director of Communications, External Engagements & Advocacy.

13. Application Submission Requirements

a) Technical Proposal

Interested and qualified consultants are invited to submit their proposal(s) comprising of the following elements:

- i. Company profile, certifications, and accreditations.
- ii. Analysis and Insights report
- iii. Proposed Methodology, approach and workplan with clear timelines.
- iv. Detailed reference list indicating the scope and magnitude of similar assignments carried out including the client, dates, and budget.

- v. Proposed key staff, their roles including their CVs, academic and professional certificates.
- vi. The technical proposal **shall not exceed 20 pages**. CVs, copies of academic certificates and other supporting documentation may be attached as annexes.

b) Financial Proposal

- i. Bidder shall indicate on oracle (under ‘‘Lines’’ section) the total applicable fees for carrying out the assignment. These shall include the sum of professional fees, reimbursements if applicable, and applicable taxes.
- ii. The detailed financial proposal shall be attached on the system and should include the professional fees, reimbursements if applicable, and applicable taxes. Reimbursable expenses will be reimbursed based on actual cost incurred and upon submission of receipts.
- iii. If the financial proposal is silent on taxes, AGRA shall assume that these are inclusive.
- iv. Prices must be quoted in USD (\$). Contracting will be as per bidder’s bank account currency at the prevailing average exchange rate at bid Submission Deadline.
- v. Exchange rate will be as per the national bank of Ghana or another country as applicable.
- vi. Please note that the oracle system will seal the financial proposals until the technical evaluation is completed.

14. Guidelines for Preparations and Submission of Proposals

- a) The Proposals shall be prepared in English Language.
- b) The proposals SHALL be submitted via oracle system by the deadline indicated in the system
- c) **The validity** of the proposal shall be for a period of 90 days from the date of bid closure.
- d) The detailed financial proposal shall be uploaded under lines section.

ANNEX A: FINANCIAL PROPOSAL FORM FPF-1 SUMMARY OF COSTS

DESCRIPTION	AMOUNT IN USD
A. Professional Fees:	
B. Reimbursement Cost: <ul style="list-style-type: none"> • Accommodation • International Travel • Local Travel • etc. 	
Total Assignment Cost (Exclusive of VAT)	
VAT (Only applicable to firms registered in Kenya, Tanzania, Rwanda, Ghana, Mozambique)	
Grand Total (inclusive of VAT)	

ANNEX B: FINANCIAL PROPOSAL FORM FPF-2 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by AGRA.

A. Remuneration							
No.	Name	Position	Daily Remuneration Rate	Time Input in Man-days	Currency	USD	Total USD cost
	Lead Consultant						
K-1			[Home]				
			[Field]				
	Associate Consultant (s)						
K-2			[Home]				
			[Field]				
			Total Costs inclusive of withholding taxes				

ANNEX C: FINANCIAL PROPOSAL FORM FPF-3 BREAKDOWN OF [REIMBURSABLE EXPENSES]

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services.

N°	Type of [Reimbursable Expenses]	Unit	Unit Cost	Quantity	{Currency}	Total value in USD
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<i>{e.g., accommodation & meals**}</i>	{Day}				
<i>{e.g., International flights}</i>	{Ticket}				
<i>{e.g., In/out airport transportation}</i>	{Trip}				
<i>{e.g., Communication costs }</i>	Lumpsum				
<i>{ e.g., reproduction of reports}</i>	Lumpsum				
Total Costs					

ANNEX D: AGREEMENT FOR PROVISION OF CONSULTANCY SERVICES

This Agreement dated is made BETWEEN

- a) **ALLIANCE FOR A GREEN REVOLUTION IN AFRICA**, a not-for-profit corporation registered under the Laws of the State of Washington in the United States of America and having an office and place of business in Kenya at West End Towers, 4th Floor; Kanjata Road, off Muthangari Drive, Off Waiyaki Way and P.O. Box 66773 Westlands 00800, Nairobi - Kenya (“AGRA” which expression shall where the context so admits include all its affiliates, successors and assignees) of the one part; and
- b) having an office and place of business at and whose address is (the “Consultant” which expression shall where the context so admits include all its affiliates, successors and assignees or their affiliates and personal representatives) of the other part.

1. Preamble

- 1.1. AGRA is an African-led alliance focused on putting smallholder farmers at the center of the continent’s growing economy by transforming agriculture from a solitary struggle to survive into

farming as a business that thrives. Founded in 2006, at a time when agricultural development was emerging from a 20-year decline characterized by minimal growth and investment in the sector, AGRA’s mission is to catalyze and sustain an agricultural transformation in Africa through innovation-driven productivity increases and access to markets and finance that improve the livelihoods of smallholder farmers.

- 1.2. Through this Agreement, AGRA has engaged the Consultant to (*scope of the assignment*). The Consultant shall submit deliverables or reports to AGRA’s, (Email:) (the “Contract Supervisor”).

In consideration of mutual promises and covenants in the Agreement, the Parties agree as follows:

2. Definitions

- a) **“Agreement”** means the (i) terms and conditions contained in this Agreement; (ii) Terms of Reference (ToR) under *Annex 1*; (iii) Consultant’s Technical Proposal under *Annex 2*; and (iv) Consultant’s Financial Proposal under *Annex 3*. In the event of any conflict or ambiguity between the terms and conditions in this Agreement and the Annexures, the terms of this Agreement shall prevail.
- b) **“Commencement Date”** means
- c) **“Confidential information”** means all information which may be imparted in confidence or be of a confidential nature relating to the business or prospective business, current or projected plans or internal affairs of AGRA and, in particular, but not limited to all Know-how, Marketing Information, trade secrets, unpublished information relating to AGRA's intellectual property and any other commercial, financial or technical information relating to the affairs and management of AGRA or to any grant beneficiary, or potential grant beneficiary or donor or potential donor, licensee, officer or employee of AGRA.
- d) **“Contract Period”** means the period between and
- e) **“Payment Documents”** means the invoice, ETR receipt and Consultant’s Tax Compliance Certificate, valid for the Contract Period.
- f) **“Personnel”** means officers, employees, or agents of the Consultant.
- g) **“Services”** means the variety of tasks listed under clause 3.1 on Scope of Services.
- h) **“Work”** means all written work or other materials of any nature created by the Consultant under this Agreement.

3. Scope of Services

3.1 The Consultant is expected to carry out the following Services:

- i.
- ii.
- iii.
- iv.
- v.

3.2 The Consultant shall submit to the Contract Supervisor, for AGRA’s approval, the deliverables or reports set out in the schedule below. All deliverables or reports shall meet generally accepted professional standards based on AGRA’s sole opinion and determination.

No.	Deliverables	Due Date
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i.		
ii.		

3.3 The Consultant agrees that time is of the essence with respect to all dates and periods mentioned in this Agreement.

4. Time Frame and Fees

4.1. In consideration of and subject to satisfactory performance and conditions under this Agreement, AGRA shall pay the Consultant a fee not exceeding (.....) (the “Consultancy Fees”) constituted as follows:

No	Description	Value
i.	Professional fees payable to the Consultant - LESS withheld Tax(es)	
ii.	Withholding Tax ¹	
iii.	Value Added Tax ²	
iv.	Out of Pocket Expense ³	
	Total cost	

Notes

¹AGRA shall withhold this amount as per Law. A Withholding Tax certificate shall be provided to the Consultant in lieu of this amount.

²AGRA is VAT exempt and shall provide the Consultant with a VAT exempt certificate in lieu of this amount and as further described under Clause 5.2 of this Agreement.

³This is an allocation spelling out the maximum expense allowed. Reimbursement shall only be made where expense supporting documents are provided. The following are the reimbursable expense items and their limit.

No.	Type of Reimbursable Expenses	Value
i.		
ii.		
	Total cost	

4.2 The Professional Fees shall be payable in the following instalments, subject to prior approval by AGRA of the deliverables or reports:

No.	Deliverables	Payment (%)
i.		
ii.		

4.3 Payments to the Consultant shall be made in United States Dollars (US \$). Payments shall be made to the Consultant’s Bank Account whose details are as follows:

Account Name:	
Account Number:	
Name of the Bank:	
Country of Bank:	
Name of the Bank Branch:	
Bank Account Currency:	
SWIFT Code:	
Branch Code	
IBAN Number (mandatory for Europe):	
Sort Code/ ABA or Routing No. respectively (Mandatory for UK/US):	

- 4.4 The Consultant hereby agrees that the Consultancy Fees is inclusive of any applicable expenses related to the delivery of the Services under this Agreement including but not limited to travel, accommodation, meals and miscellaneous expenses.
- 4.5 Settlement of the invoice submitted by the Consultant shall be subject to satisfactory approval of the Services by AGRA and full submission of the Payment Documents.
- 4.6 All Payment Documents must be electronically submitted to invoices@agra.org, the Contract Supervisor and on AGRA's Oracle SCM Supplier Invoicing System. Payment shall be made within thirty (30) days of receipt of the Payment Documents from the Consultant and upon approval of the deliverables by AGRA.

5. Taxes

- 5.1. AGRA shall withhold such percentage of the Fees as the law may prescribe from time to time as Withholding Tax in which case it shall provide the Consultant with a Withholding Tax Certificate.
- 5.2. The Consultant confirms that it has provided AGRA with a Tax Compliance Certificate which is valid for the Contract Period at the Commencement Date of this Agreement.
- 5.3. AGRA is exempt from VAT. The Consultant shall therefore be required to have submitted all the Payment Documents as at the invoice date to enable AGRA obtain a valid VAT exemption certificate from the relevant authorities. The Consultant shall be liable for any failure or delay in providing the Payment Documents which results in AGRA's non-enjoyment of its VAT exempt status.

6. Consultant's Warranties and Indemnities

- 6.1. The Consultant has the requisite skill, knowledge and authority to perform the Services and shall perform the Services in accordance with the highest professional standards.
- 6.2. The Consultant agrees that deliverables, invoices, and reports rendered to AGRA shall properly reflect all the information related to the activities and transactions handled by the Consultant under this Agreement, which information may be relied upon as being complete and accurate in any further recordings and reporting made by AGRA for whatever purpose.
- 6.3. The Consultant warrants that the Services shall be carried out by its Personnel who are named and identified under its *Technical or Financial Proposal under Annex 2*. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall provide a replacement approved by AGRA as soon as reasonably possible. The Consultant shall have no claim for additional costs arising out of or incidental to any removal or replacement of such Personnel.
- 6.4. The Consultant warrants and represents to AGRA that it is an independent contractor. Nothing in this Agreement shall render the Consultant an employee, agent or partner of AGRA and the Consultant shall not hold itself out as such.
- 6.5. The Consultant warrants to AGRA that by entering into this Agreement and performing the Services it shall not be in breach of any contract or other obligation and shall comply with all applicable laws.
- 6.6. The Consultant warrants that the Work does not and shall not contain any matter that is obscene or libelous, in violation of any copyright, trademark, proprietary right, or personal right of any third party, or otherwise violate any law and that it is free to provide the Services under this Agreement and are not bound by any agreement that restricts the performance of the Services under this Agreement.

7. Indemnity

- 7.1 Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Agreement, then AGRA shall be entitled where appropriate to:
- 7.1.1 require the Consultant to promptly re-perform or replace the relevant part of the Services without any additional cost or charge to AGRA;
 - 7.1.2 assess the cost of remedying the failure (the "Assessed Cost") and deduct from any sums due to the Consultant the Assessed Cost for the period that such failure continues;
 - 7.1.3 engage another person or organization to carry out the Services, in whole or in part, and all additional expenditure properly incurred by AGRA in having such services carried out shall be recoverable by AGRA from the Consultant;
 - 7.1.4 in whole or in part, decline to approve any request for payment hereunder, withhold or offset against any payment or, due to subsequently discovered evidence or inspection, nullify any payment previously made to such extent as may be necessary, in AGRA's reasonable opinion, to protect AGRA from loss due to the Consultant's failure to meet its obligations hereunder. If, through subsequently discovered evidence or subsequent observations, AGRA becomes aware that it could have withheld approval and payment (but did not), AGRA reserves the right to deduct the applicable amount from later invoices or obtain a credit from the Consultant for the applicable amount. The provisions of this clause shall not lessen or diminish, but shall be in addition to, all other remedies available to AGRA. The Consultant shall be liable for and shall indemnify AGRA in full against any expense, liability, loss, claim or proceedings arising out of any breach by the Consultant or its Personnel of its obligations under this Agreement or its negligence or otherwise resulting from any action or lack of action on the part of the Consultant.
- 7.2 All property of the Consultant or its Personnel whilst on AGRA's premises shall be there at the risk of the Consultant and AGRA shall accept no liability for any loss or damage howsoever occurring to it.
- 7.3 The Consultant shall indemnify AGRA against any liability, assessment or claim made by any relevant authorities arising out of the performance by the Parties of their obligations under this Agreement and any costs, expenses, penalty fine or interest incurred or payable by AGRA in connection with any such assessment or claim.

8. Insurance

The Consultant shall at its own expense at all times maintain with reputable insurers such insurance as may be necessary to cover any liability which the Consultant may incur in respect of any injury, loss or damage which may occur to any person as a consequence of performance of its duties hereunder except where such damage loss or injury is occasioned by the negligence or wilful default of AGRA.

9. Confidentiality

- 9.1 The Consultant acknowledges that in the course of dealing with AGRA pursuant to this Agreement, it shall come across Confidential Information, disclosure or use of which might result in damage or loss to the business or affairs of AGRA.
- 9.2 The Consultant shall not disclose any Confidential Information without the prior written consent of AGRA unless such information is already in the public domain or if the Consultant is required by law

to disclose such information.

- 9.3 The Consultant shall ensure that all its Personnel and sub-contractors abide by the provisions on confidentiality as set out in this Agreement.
- 9.4 The provisions of this clause shall survive the termination of this Agreement.

10. Intellectual Property

- 10.1 By signing and returning a copy of this Agreement, the Consultant acknowledges and agrees that all Work or other materials of any nature created by the Consultant under this Agreement (the “Work”) shall be deemed specially ordered and commissioned as “works made for hire” under Kenya copyright laws. Accordingly, AGRA is the author of the Work for all purposes and shall forever own all worldwide rights, title and interest in the Work, including copyright and all other proprietary rights. If the Work or any part of it is determined not to be a work made for hire, then, as of the date of this Agreement or the date of creation, whichever is earlier, and without further consideration, the Consultant assigns irrevocably to AGRA all worldwide rights in the Work, including all copyrights and renewals and extensions of them and all other proprietary rights arising under the laws of the United States or of any other country or under any treaty, convention, or proclamation.
- 10.2 The Consultant agrees to execute and deliver to AGRA any documents that AGRA deems necessary for AGRA to perfect, confirm or register its rights in the Work. The Consultant waives all rights generally known as “moral rights” in the Work under any present or future law, to the extent they can be waived under any applicable law, and the Consultant understands that AGRA, its licensees and assigns may edit, modify, or adapt the Work, use the Work in combination with other materials and create derivative works based on the work.
- 10.3 **Cooperation.** During and after the Contract Period, on AGRA’s reasonable request, the Consultant shall provide all assistance necessary and desirable for the Consultant to establish, preserve, and enforce its rights, title, and interest in and to the Work.
- 10.4 **Moral Rights:** The Consultant waives all rights generally known as “moral rights” in the Work under any present or future law, to the extent they can be waived under any applicable law, and the Consultant understands that AGRA, its licensees and assigns may edit, modify, or adapt the Work, use the Work in combination with other materials and create derivative works based on the Work.
- 10.5 **Utilization of the Work:** As AGRA is the owner of the Work, the Consultant agrees that it cannot utilize, share and present the work to any third parties without AGRA’s written consent. The Consultant further warrants that it shall not use any part of the Work for its own benefit, promotional or for branding purposes without written permission from AGRA.

11. Use and Protection of Personal Data

In order to fulfil its obligations under this Agreement, the Consultant may during the course of providing the Services, receive and process personal data, including but not limited to, names, contact information and other similar information (“Personal Data”). The Consultant agrees to (i) safeguard Personal Data in accordance with AGRA’s Data Protection Policy available at <https://agra.org/wp-content/uploads/2021/10/AGRA-Data-Protection-Policy.pdf>, which may be modified from time to time; and in accordance with all other applicable data protection laws (ii) implement and maintain a comprehensive secure process that contains appropriate security measures to safeguard the Personal Data that the Consultant receives, stores, maintains, processes or otherwise accesses in connection

with the provision of Services (iii) store the Personal Data as long as such data is necessary for the performance of this Agreement.

12. Expiration

The Agreement shall terminate on satisfactory completion of the Services outlined in clause 3 above, or upon termination by either Party pursuant to the terms of this Agreement.

13. Breach of this Agreement

If either Party breaches any provision or term of this Agreement, all of which shall be deemed to be material and such Party fails to remedy such breach within five (5) days of receipt of written notice requiring it to do so, the aggrieved Party shall be entitled, without notice and in addition to any remedy available to it in law or under this Agreement, to:

- a) terminate this Agreement; or
- b) to claim specific performance with or without damages.

14. Termination

14.1. Either Party can terminate the Agreement by giving fourteen (14) days' written notice to the other Party, or earlier if agreed by both Parties.

14.2. AGRA may by written notice summarily terminate this Agreement with immediate effect if:

- a) the Consultant breaches any term of this Agreement which, in the case of a breach capable of remedy, is not remedied by the Consultant within five (5) days of a written notice from AGRA specifying the breach and requiring its remedy;
- b) the Consultant becomes insolvent; or
- c) the personnel of the Consultant conduct themselves in any manner which in AGRA's reasonable opinion, brings or is likely to bring AGRA into disrepute.

14.3. In the event of this Agreement being concluded whether by expiry of the Contract Period, breach or otherwise:

- a) AGRA shall pay to the Consultant the outstanding fee, or a portion thereof based in the sole opinion and determination of AGRA, on the satisfactory level or standard of completion of the Services;
- b) the Consultant shall promptly return to AGRA any materials, whether or not complete, produced in connection with the Services and all materials and information it received from AGRA regardless of the medium in which they are fixed, including all copies of them; and
- c) AGRA shall be entitled to take any further action and seek further remedies against the Consultant in order to protect its rights or interests arising out of this Agreement.

15. Failure to Reach Agreement

Where it is specified in this Agreement that certain matters are to be agreed between the Parties, failure to reach an agreement in respect of such matters shall not affect the validity and enforceability of the whole or any part of this Agreement.

16. Dispute Resolution

The Parties shall attempt to settle amicably any claim, controversy or dispute that may arise in the interpretation of this Agreement. In the event that any claim, controversy or dispute cannot be

resolved amicably within twenty (20) days from the date of such claim, controversy or dispute has occurred, then the claim, controversy or dispute, as the case may be, shall be exclusively referred to a single arbitrator to be agreed between the parties or failing agreement to be appointed by the Chairperson of the Chartered Institute of Arbitrators (Kenya Branch) and the provisions of the Arbitration Act No. 4 of 1995 of the Laws of Kenya or of any enactment amending or replacing the same shall apply. Such decision of the Arbitrator appointed herein shall be binding to the extent permissible by law. The Parties may however appeal against the decision of an arbitrator(s) on any point of law or fact.

17. Relationship of the Parties

- 17.1 This Agreement shall not constitute or imply any partnership, consortium, association, joint venture, agency, fiduciary relationship or other relationship between AGRA and the Consultant other than the contractual relationship expressly provided for in this Agreement.
- 17.2 Nothing contained in this Agreement shall be deemed or construed to create an employment relationship between the Consultant and AGRA. The Consultant shall neither have nor enjoy any rights whatsoever against AGRA as an employee under the employment laws in force in Kenya.

18. Cession and Assignment

- 18.1. Neither the benefit nor the burden of this Agreement may be assigned or sub-contracted in whole or in part by the Consultant without the prior written consent of AGRA. Such consent may be given subject to any conditions which AGRA considers necessary. AGRA may withdraw its consent to any sub-contractor where it no longer has reasonable grounds to approve of the sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the Consultant.
- 18.2. The Consultant or, where applicable its lawful assignees, shall at all times remain responsible for the proper performance of the Services under this Agreement and fulfillment of its obligations and for all the acts and omissions of its sub-contractors in connection with this Agreement.

19. Amendment

- 19.1. This Agreement constitutes the sole agreement between the Parties. No Party shall be entitled to rely upon any term, warranty or representation unless it is contained herein. The Parties acknowledge that no Party or its agents has made any representations not contained herein.
- 19.2. No waiver alteration variation or addition to this Agreement shall be effective unless made in writing and executed by both Parties in the same manner as this Agreement.
- 19.3. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement shall operate as an estoppel against any Party in respect of its rights in terms of this Agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

20. Applicable Law

This Agreement shall be construed and governed in accordance with the laws of Kenya.

21. Anti-Corruption and Conflict of Interest

- 21.1 The Consultant shall not and shall ensure that its Personnel and sub-contractors shall not, pay any commission, fees or grant any rebates to any employee, officer or agent of AGRA nor favor any

employee, officer or agent of AGRA with gifts or entertainment of significant cost of value nor enter into any business arrangement with employees, officers or agents other than the authorized representative of AGRA, without AGRA's prior written approval. AGRA shall have the right to audit any and all such records necessary to confirm compliance with this clause at any time during performance of this Agreement and during the TWO (2) year period following completion of the performance.

- 21.2 Where the Consultant as part of the Services has the responsibility of advising AGRA on the procurement of goods, works or services, the Consultant shall comply with AGRA's procurement guidelines and shall at all times exercise such responsibility in the best interests of AGRA. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of AGRA.
- 21.3 Breach of this clause 21 shall entitle AGRA to terminate this Agreement and any other contracts (if applicable) between the Consultant and AGRA or take any other corrective action.

22. Sexual Harassment Policy

- 22.1 AGRA is committed to providing a conducive work environment that is free from any form of harassment including sexual harassment. AGRA applies a zero-tolerance policy against any verbal or physical conduct by any employee either on or off premises that harasses, disrupts, or interferes with another employee's work performance or that creates an intimidating, offensive, or a hostile environment or which intimidates any third parties that AGRA deals with. No form of inappropriate sexual conduct shall be tolerated or condoned.
- 22.2 In the event that the Consultant sees or hears of any incident of sexual harassment or its Personnel are subjected to any offensive conduct, the Consultant shall make a confidential report of the matter in writing to AGRA through the whistleblowing mechanisms provided under clause 25 below.
- 22.3 The Consultant shall endeavor to safeguard against sexual harassment and shall take prompt and appropriate measures to demonstrate that sexual harassment shall not be tolerated by any of its Personnel.

23. Ethics and Safeguarding Requirements

- 23.1 AGRA is committed to upholding high ethical standards in its day-to-day operations as outlined in its Ethics Policy available at <https://agra.org/wp-content/uploads/2019/06/AGRA-ETHICS-POLICY.pdf>. AGRA expects all its partners including the Consultant and its respective subcontractors (if any) shall adhere to equally high standards.
- 23.2 In addition, AGRA is committed to the protection and safeguarding of children and vulnerable adults as outlined in its Safeguarding of Vulnerable Persons Policy available at <https://agra.org/wp-content/uploads/2019/06/AGRA-Safeguarding-of-Vulnerable-persons-Policy-.pdf>. The Consultant is expected to take all reasonable steps to ensure the safeguarding of Vulnerable Persons that are directly served by the Consultant and/or the assignment under this Agreement and immediately report to AGRA any concerns or breach of AGRA's Safeguarding of Vulnerable Persons Policy that may occur or are likely to occur.
- 23.3 By signing this Agreement, the Consultant declares to comply with AGRA's Partners' Code of Conduct available at <https://agra.org/wp-content/uploads/2019/06/Partners-Code-of-Conduct-.pdf> and shall provide AGRA with a duly signed copy of the Code confirming its commitment to the principles set out therein.

- 23.4 Any breach of the obligations set out under the Partners' Code of Conduct by the Consultant shall be considered a material breach of this Agreement.
- 23.5 The Consultant shall immediately notify AGRA of any violations of its Ethics Policy and Safeguarding of Vulnerable Persons Policy upon becoming aware of the violation through the whistleblowing mechanisms provided under clause 25 below.

24. Environmental, Social, Health and Safety Compliance

- 24.1 AGRA is committed to avoiding or mitigating any adverse Environmental and Social impacts in its interventions. The Consultant is therefore required to carry out its business and operations in compliance with all applicable national and international environmental, occupational health & safety and social laws and regulations that apply to its business. In addition, the Consultant shall obtain, maintain and keep updated any applicable permits and registrations.
- 24.2 The Consultant, where applicable, shall also be expected to demonstrate that it has put in place measures to prevent pollution, waste reduction and implement environmentally sound management of all substances that could cause negative environmental or public health effects if not properly managed.
- 24.3 In addition, AGRA has developed an Environmental and Social Management Policy which underpins its resolve to reduce and/or avoid negative Environmental and Social impacts as a result of its work. By signing this Agreement, the Consultant agrees, where applicable, to comply with the terms and principles set out in AGRA's Environmental and Social Management Policy available at https://agra.org/wp-content/uploads/2020/07/Environmental-Social-Management-System_v4.pdf.

25. Whistleblower Policy

- 25.1 AGRA has zero tolerance towards fraud, corruption, bribery and any malpractice or wrongdoing as outlined in the Whistleblower Policy available at <https://agra.org/wp-content/uploads/2020/04/Whistleblower-Policy.pdf>.
- 25.2 We encourage all partners to report possible violations and breach of our policies at the earliest opportunity and in utmost good faith through our whistle-blower email address transparency@agra.org or the independently managed mailbox AGRA@tip-offs.com or call hotline +27 31 571 5278 or the toll-free lines and other reporting channels provided in the policy.
- 25.3 AGRA further commits that all whistle-blower reports received are investigated in a professional manner and the whistle-blowers (anonymous or otherwise) are protected against retaliation as governed by the policy and applicable laws.

26. Communication and Service Location

Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if effected in writing, and sent to the other Party by email, hand delivery served upon an authorized employee of the Party being served, or sent by registered post or by recognized courier service, or other method for which the sender has written proof of delivery and addressed to the addresses identified in this clause:

If to AGRA:

P.	O	Box	66773,
Westlands			00800
Nairobi, Kenya			



For the Attention of: Folayinka Esan
Email: FEsan@agra.org

If _____ to _____ **CONSULTANT:**
Name
Email:

27. Force Majeure

Neither Party shall be liable for any delay in performing or failure to perform its obligations under this Agreement by reason of national emergency, war, prohibitive governmental regulations or any other cause beyond the reasonable control of such Party PROVIDED ALWAYS that the Party prevented from performing its obligations under this Agreement shall notify the other Party in writing of its inability at the earliest practicable time.

28. Severability

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

IN WITNESS WHEREOF, each Party has caused its duly authorized representative to sign and endorse this Agreement.

Consultant:

.....
Signature
Date:

In the presence of:

.....
Name
.....
Capacity
.....
Signature

AGRA

.....
Signature

Mr.
Chief Operating Officer

Folayinka

Date:

In the presence of:

.....

Name

.....

Capacity

.....

Signature

ANNEXURES

ANNEX 1 – TORS

ANNEX 2- TECHNICAL PROPOSAL

ANNEX 3 – FINANCIAL PROPOSAL

