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**Uganda Country Programme**

January 2019

# **Terms of Reference: Market Analysis and Value Chain Study for Green Enterprise**

**Project Summary**

**Name**: Striking a Balance: Developing a Green Economy around Lake Bunyonyi

**Project Budget**: Euro

**Project Duration**: Three Years (18th December 2017 – 18th November 2020)

**Contract No.** EuropeAid/154942/DD/ACT/UG

**Target Region:** South Western (Kabale and Rubanda districts), Uganda

**Project Partners**: African International Christian Ministries (AICM)

**Key Stakeholders**: District Local Governments of Kabale and Rubanda, People with Disability (PWD) and Batwa Community.

**Final beneficiaries &/or target groups:** 1000 (500 green jobs, 500 farmer field schools)

# **Background of Self Help Africa (SHA):**

SHA is an International Non-Governmental Organization implementing rural development, sustainable livelihoods and food security programmes in seven countries in Sub-Saharan Africa. SHA’s vision is an economically thriving and resilient rural Africa with a mission to support sustainable livelihoods for Uganda’s smallholder farmers. SHA’s areas of operation in Uganda include the West Nile, South West, Mid Central, Eastern and Northern Regions.

# **Project background.**

Self Help Africa, in collaboration with the local authorities of Kabale and Rubanda District Governments and African International Christian Ministries (AICM), is implementing a project entitled Striking a Balance: Developing a Green Economy around Lake Bunyonyi with funding from the European Union. The project’s overall objective is to contribute to the inclusive and low-carbon economic transformation of communities in the Lake Bunyonyi basin, generating sustainable economic growth, increased employment, reduced poverty, improved nutrition and the sustainable management of their environment for 1,000 project participants. These objectives will be achieved through the implementation of activities under three outputs:

**Output 1:** Increased skills and knowledge of Local Authorities to enhance their institutional framework and policy development to support the sustainable environmental and economic management of Lake Bunyonyi basin.

**Output 2:** Increased skills and knowledge for community led natural resource management in Lake Bunyonyi basin.

**Output 3:** Enhanced skills and knowledge of Local Authorities to support employment and livelihood opportunities in the green economy.

# **Background of the assignments**

The project aims to holistically address multiple environmental and economic challenges faced by the rural population around Lake Bunyonyi. The lake is a high-value natural resource for these communities and it is also an area of outstanding natural beauty and biodiversity, with significant potential to generate tourism revenue. However poverty and mounting population pressures have driven significant degradation of natural resources in the lake basin, resulting in declining water quality and soil fertility, and posing a long-term threat to the income and food security of poor rural households. Around 82% of the rural population of the districts are subsistence farmers, who have limited knowledge of sustainable agricultural practices and understanding of the long-term effects of their use of natural resources. 75% of arable land in the districts is held under customary tenure and is highly fragmented, with most households owning several plots of less than one acre in different locations. This has the effect of excluding the poorest and most vulnerable from accessing productive resources and poses a major challenge to the delivery of extension services, which reach less than 45% of the farming population. There is also a critical enterprise skills gap among smallholder farmers, which combined with limited access to finance hinders the development of profitable rural businesses in the districts.

An initial scoping exercise identified a number of natural resource-dependent enterprises that already exist within the Lake Bunyonyi basin, in sectors such as agriculture (including horticulture, apiculture and livestock-rearing), hospitality, transport, handicrafts, and petty trade. Businesses will benefit from opportunities for knowledge-sharing on how to reduce the impact of the operations on the environment and influencing the development of policies and bylaws governing the use of lake resources through the establishment of a green business forum. The action will also promote the marketing of Lake Bunyonyi as an eco-tourism destination, and petty traders and agri-enterprises will gain business skills and improved access to financial services and markets for their products.

Therefore SHA, together with the implementing partners would like to engage a Consultant(s) to conduct a market analysis and a value chain study for green enterprises that can be promoted within the catchment areas of Lake Bunyonyi. The Consultant(s) is expected to review and map green enterprises, assess opportunities, policies and recommend specific on-farm and off-farm enterprises with potential benefits to actors especially women, people with disability (PWDs), Batwa community and youths along the chain and propose interventions to explore those opportunities.

# **Main areas of the study**

The study is expected to be conducted in Kabale and Rubanda Districts, including focussing on markets beyond the districts – regional, national & international markets (international markets will depend on the selected value chain)

# **Objectives of the Assignment**

The main objective of this assignment is to provide sufficient understanding on the current status and future potential of different agricultural green enterprises that could provide alternative livelihood opportunities for beneficiaries while reducing the environmental impact of their current livelihood activities in the project area and to conduct a value chain analysis of at least six prominent green enterprises identifying specific bottlenecks and opportunities in their respective value chains that can be addressed and leveraged throughout and beyond the project intervention thereby increasing production, income and employment for the rural poor around Lake Bunyonyi. The specific objectives are as follows:

* Identify and prioritise green value chains considering
  + feasibility in the geographical areas which have the potential to be developed as scalable (meaning it can absorb a greater population around the lake)
  + Viable enterprises and shortlist at least six enterprises that can provide alternative livelihoods activities with minimal environmental impact and create a high impact on the income of producers.
* Outline the competitiveness of selected green value chains including supply, demand growth potential, market trends, returns on investments within the region and country.
* Green value chain enterprise mapping that depicts the chain actors, their functions & inter relationship, value chain governance and power relation structures. Identify the specific, relevant, and reliable markets for each of the enterprises.
* Identify and examine constraints and opportunities within the selected green value chains and recommend interventions to overcome constraints and make use of opportunities to promote inclusive & sustainable pro poor economic growth competitive activities.
* Analyze the process and dynamics of business value creation for the selected green enterprises
* Identify the underlying policy, institutional, and infrastructural issues that affect the competitiveness of the selected value chains with reference to the role of government and private sector in the regions of focus.
* Develop a matrix indicating areas of priorities for which public sector especially District Local Government (DLGs) can intervene and areas for the private sector support.
* Identify institutions and organisations working for selected value chains from national to local levels (local, regional, national organisations from GO, NGO and private sector) that can contribute to inclusive pro poor green enterprise value chain development.

# **Expected Outcome of the Assignment**

The Consultant firm will furnish a comprehensive market and value chain analysis report having disaggregated data including, but not necessarily limited to the following:

* Detailed analysis of selected green value chains enterprises with quantitative & qualitative description and the incremental values at each level of the chain.
* Articulation of financial viability of each selected green value chain enterprise including economic analysis, production and market costs, revenues, profit margins.
* Mapping of actors, process stages, monetary flows, governance and power structures, information and knowledge flows from input, production, processing to consumption level.
* Identification of production pocket areas, major market centers, growth potential, market trends (supply and demand) including cross-border trade (especially to Rwanda) and competitiveness of selected value chain.
* Power analysis with the value chains to understand forms and causes of exclusion at different levels of the green value chains enterprises. Power analysis should be carried at least at following levels: Traders and farmers; land owners and tenant farmers and Farmers and seasonal labors
* Constraints and opportunities at each stage of the green value chain enterprises and leverage points.
* Recommend areas of interventions to overcome identified constraints including capacity building requirements for pro poor green value chain enterprise development.
* Suitable policy advice around enabling environment (policy /incentives and implications) for project implementation and green VC enterprises.
* Supporting/facilitating organizations &institutions at local /regional/national level (CBOs, cooperatives, GO, NGOs and private sector) and their roles.
* Mapping of potential agribusinesses interested to collaborate with the project through contractual arrangements, their contact details, their involvement and ability to contribute at any level of the value chain.
* List of stakeholders consulted and list of References (studies and other literature used)

# **Study Methodology**

The study comprises literature review and qualitative as well as quantitative research method. Checklist as key informant interview, Focus Group Discussion (FGD), Participatory Rural Appraisal (PRA), observation and so on will be used to gather information at each level of value chain. Primary information and secondary data analysis is equally important.

# **SHA roles**

* Share all relevant project documents to the Consultant.
* Project proposal
* Log frame
* Quarterly and annual reports (Narrative and financial),
* Reports of meetings with partners, trip reports
* Training programme reports,
* Training materials,
* MOUs
* Research and study reports
* Mobilise beneficiaries.
* Organise and provide logistics for the training (transport, accommodation, catering service, stationeries etc.).
* Consultancy fee will be made by SHA on receipt of an invoice and completion of the deliverables.
* The Consultant will work closely with the manager and M&E team. The Consultant will report to the Project Manager and to the Head of Programmes.

# **Time frame**

* Actual assignment is expected to commence on 22nd February 2019 and expected to end before the end of 31st March 2019. The Consultant must provide justification for timelines proposed and these may be negotiated in line with the potential proposed response to the assignments specifications.

# **Requirements qualification**

* Bachelor’s degree or Masters level qualification in relevant field.
* At least 7 years of experience in value chain, sub sector analysis, good understanding of private sector and trade policies including market dynamics so as to make the study sufficiently private sector oriented.
* Experience of working on green agricultural value chains enterprises.
* Expertise in designing and executing high quality documentation and knowledge sharing initiatives commensurate with the best in the industry.
* The agency should have professional staff and technical experts commensurate with the industry standards
* Demonstrable written and verbal communication skills.
* Must be prepared to sign up to SHA strict child protection protocols and terms and conditions,

# **Proposal Submission requirements**

Potential Consultants or firms are invited to submit the following documents:

1. Technical proposal, which includes how the market analysis and value chain study will be carried out reflecting the time allocated at least for: preparation and inception phase; field research phase (data collection, data management, analysis, preparing draft report, finalizing the report by incorporating comments from stakeholders); methodology (approaches, techniques and tools) to be employed, work schedule etc.
2. Financial proposal and proposed payment schedules.
3. Copies of all the Curriculum Vitae (CVs) of the key consultants.
4. Two copies of previous assignments in a related field.
5. Capability statement and two professional referees
6. Signed copy of SHA’s Standard Terms and Conditions (Appendix 1)
7. Signed copy of SHA’s Child Protection Policy (Appendix 2)

Note;

* All costs for proposal preparation and of negotiating a contract, including travel cannot be reimbursed as a direct cost of the assignment.
* The survey instruments should attached as annexes to the technical proposal. Methods and tools not necessarily limited to can be used on mutual agreement prior to commencing study.
* Field work will be done in Rubanda and Kabale Districts and both local and regional markets.
* SHA will not be liable for payment of any personal taxes or fines that may incur as a result of performance of obligations.

# **Proposed Evaluation and Appraisal**

The proposal will be evaluated based on the following criteria:

1. Demonstrated understanding of the TOR
2. Proposed methodology and planning of the assignments
3. Strong experience in green enterprise market and value chain analysis
4. Suitability of qualifications.
5. Timeframe.
6. Cost.

# **Expected Deliverables**

* Technical and financial proposal (as soon as possible)
* Inception report: The detailed description of the methodology to answer the evaluation questions as well as the proposed source of information and data collection procedure. The inception report should also indicate the detailed schedule for the tasks to be undergone (work plan), the activities to be implemented and the deliverables. The role and responsibilities of each member of the evaluation team should be stated as well.
* Presentation during the validation workshop to discussed among the relevant stakeholders in order to provide comments.
* A final report (5 CDs with the report, electronic copy, 5 bond hard copies and 5 summary copy)

# **Dateline**

Applicant should meet the above criteria and Technical and financial proposals must not exceed 10 pages.

Qualified candidates should send completed documentation by e-mail as follows: - [**uganda@selfhelpafrica.net**](mailto:uganda@selfhelpafrica.net) not later than 22nd February, 2019.

# Appendix 1 - SHA Terms and Conditions

1. SCOPE AND APPLICABILITY

These Terms and Conditions of Contract apply to all provisions of works and services made to Self Help Africa (SHA) notwithstanding any conflicting, contrary or additional terms and conditions in any other communication from the service provider/contractor. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us unless and until we expressly confirm our acceptance in writing.

1. LEGAL STATUS

The service provider/contractor shall be considered as having the legal status of an independent contractor vis-à-vis SHA. The service provider/contractor, its personnel and sub- contractors shall not be considered in any respect as being the employees of SHA. The service provider/contractor shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.

1. SUB-CONTRACTING

In the event the Service provider/contractor requires the services of a sub-contractor, the Service provider/contractor shall obtain the prior written approval of SHA for all sub- contractors. The Service provider/contractor shall be fully responsible for all work and services performed by its sub- contractors and service provider/contractors, and for all acts and omissions of such sub-contractors and service provider/contractors. The approval of SHA of a sub- contractor shall not relieve the Service provider/contractor of any of its obligations under this Contract. The terms of any sub- contract shall be subject to and conform with the provisions of this Contract.

1. ASSIGNMENT OF PERSONNEL

The Service provider/contractor shall not assign any persons other than those accepted by SHA for work performed under this Contract.

1. OBLIGATIONS

The service provider/contractor shall neither seek nor accept instructions relating to this contract from any authority external to SHA, Service providers/contractors may not communicate at any time to any other person, government or authority external to SHA, any information known to them by reason of their association with SHA which has not been made public, except in the course of their duties or by authorization of SHA: nor shall the service provider/contractor at any time use such information to private advantage. The Service provider/contractor shall refrain from any action that may adversely affect SHA and shall fulfill its commitments with the fullest regard to the interests of SHA.

These obligations do not lapse upon termination/expiration of their agreement with SHA.

1. SERVICE PROVIDER/CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Service provider/contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

1. ACCEPTANCE AND ACKNOWLEDGEMENT

Initiation of service or works under this contract by the service provider/contractor shall constitute acceptance of the contract, including all terms and conditions herein contained or otherwise incorporated by reference.

1. WARRANTY

The Services performed warrants that upon delivery and for a period of twelve (12) months from the date of completion of the services provided/works completed under this Contract will conform in all aspects to the service and applicable standards specified for such services and any goods or equipment provided as part of the contract and will be free from material defects in workmanship, material and design under normal use. The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than the Service provider/contractor.

The Service provider/contractor warrants the services/construction furnished under this Contract conforms to the specifications and to be free from damage and defects in workmanship or materials. This warranty is without prejudice to any further guarantees that the service provider/contractor provides to purchasers. Such guarantees shall apply to the services and works subject to this Contract.

1. CHECKS AND AUDIT

The Service provider/contractor shall allow any external auditor authorised by SHA to verify, by examining the documents and to make copies thereof or by means of on-the- spot checks of original documents, the implementation of the contract and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. The Service provider/contractor shall ensure that on-the-spot access is available at all reasonable times. The Service provider/contractor shall ensure that the information is readily available at the moment of the audit and if so requested, that the data be handed over in an appropriate form. These inspections may take place up to 7 years after the final payment.

Furthermore, the Service provider/contractor shall allow any external auditor authorised by SHA carrying out verifications as required to carry out checks and verification on the spot in accordance with the procedures set out by the donor or in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.

To this end, the Service provider/contractor undertakes to give appropriate access to any external auditor authorised by SHA carrying out verifications as required to the sites and locations at which the project is implemented, including its information systems, as well as all documents and databases concerning the technical and financial management of the action and to take all steps to facilitate their work. Access given to agents of any external auditor authorised by SHA carrying out verifications shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the Service provider/contractor must inform SHA of their precise location.

The Service provider/contractor guarantees that the rights of any external auditor authorised by the SHA carrying out verifications as required to carry out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to the Service provider/contractor's partners, and subcontractors. Where a partner or subcontractor is an international organisation, any verification agreement concluded between such organisation and the donor applies.

SHA, its donors or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the service provider/contractor which are directly pertinent

to the specific program for the purpose of making audits, examinations, excerpts and transcriptions

1. RULE OF ORIGIN AND NATIONALITY

If any rules of origin and nationality are applicable due to donor requirements, limiting the eligible countries for goods, legal and natural persons, such rules shall be stated or referred to in the contract document. In such instances the Supplier must adhere to these rules and be able to document and certify the origin of goods and nationality of legal and natural persons as required.

Failure to comply with this obligation shall lead, after formal notice, to termination of the contract, and SHA is entitled to recover any loss from the Supplier and is not obliged to make any further payments to the Supplier

1. INSPECTION

The duly accredited representatives of SHA or the donor shall have the right to inspect the works goods called for under this Contract at Service provider/contractor’s premises, during manufacture, in the ports or places of shipment, and the Service provider/contractor shall provide all facilitates for such inspection. SHA may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of SHA or the donor or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Contract concerning obligations subscribed by the Service provider/contractor, such as warranty or specifications.

1. FORCE MAJEURE

Force Majeure shall mean Acts of God, strikes, lockouts, discontinuation or termination of donor funding, laws or regulations of operating country, industrial disturbances, acts of the public enemy, civil disturbances, act of war (whether declared or not), explosions blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, and any other similar unforeseeable events which are beyond the parties' control and cannot be overcome by due diligence.

In the event of and as soon as possible and no later than fifteen

(15) days after the occurrence of any cause constituting Force Majeure, the Service provider/contractor shall give notice and full particulars in writing to SHA of such occurrence or change if the Service provider/contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Service provider/contractor shall also notify SHA of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this article, SHA shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Service provider/contractor of a reasonable extension of time in which to perform its obligations under this Contract, or termination of the Contract if any delay will force an extension to the delivery schedule.

Notwithstanding anything to the contrary in this Contract, the Service provider/contractor recognizes that the work and services may be performed under harsh or hostile conditions caused by civil unrest. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such civil unrest shall not, in itself, constitute Force Majeure under this contract.

1. DEFAULT

In case the contractor fails to comply with any term of the Contract, including but not limited to failure or refusal to perform the service/works within the time limit specified, they shall be liable for all damages sustained by SHA, and SHA may procure the service/works from other sources and hold the contractor responsible for any excess cost occasioned thereby. SHA may collect damages from the contractor in lieu of purchasing the service/works from other sources. SHA may by written notice terminate the right of the contractor to proceed with the contract or such part or parts thereof as to which there has been default, or if any service delivery is late, SHA may cancel such part or the entire Contract.

1. REJECTION

In the case of services performed on the basis of specifications, outcome, pilot or combination thereof, SHA shall have the right to reject the services or any part thereof if they do not conform with the terms of the Contract in the opinion of SHA or is not performed or delivered in due time.

When the services or works or any part thereof have been rejected, SHA shall have the right, without prejudice to the provisions of Article 11 to demand from the Service provider/contractor the immediate re-performance or delivery of acceptable services or works in replacement thereof in accordance with the contract or to purchase other similar services or works elsewhere and to claim from the Service provider/contractor the amount of loss or damages sustained by reason of the default.

Goods or any other part of any works or services, including any built structure thereof in SHA's possession or at a SHA programme site which have been rejected by SHA must be removed or destroyed at the Service provider/contractor's expense within such period as SHA may specify in its notice of rejection.

After such notice has been dispatched to the Service provider/contractor, the Goods or any other part of any works or services, including any built structure thereof will be held at the latter's risk. Should the Service provider/contractor fail to remove the goods, part of any works or services or built structure as required by the notice of rejection, SHA may dispose of them, without any liability to the Service provider/contractor whatsoever, in such manner as it deems fit and may charge the cost of removal to the Service provider/contractor.

1. AMENDMENTS

No change in or modification of this Contract shall be made except by prior agreement between SHA and the Service provider/contractor.

1. ASSIGNMENTS & INSOLVENCY

The Service provider/contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Service provider/contractor’s rights, claims or obligations under this Contract except with the prior written consent of SHA.

Should the Service provider/contractor become insolvent or should control of the Service provider/contractor change by virtue of insolvency, SHA may without prejudice to any other rights or remedies, terminate this Contract by giving the Service provider/contractor written notice of termination.

1. PAYMENT TERMS

The Service provider/contractor shall invoice SHA who will then internally confirm acceptance of services/works and approve the invoice for payment. All legal invoices received and approved by the 20th of a month, will be paid that month.

1. ANTI-BRIBERY/CORRUPTION

The Service provider/contractor shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 and the United States Foreign Corrupt Practices Act 1977 (“Relevant Requirements”).

The Service provider/contractor shall have and maintain in place throughout the term of any contract with SHA its own policies and procedures to ensure compliance with the Relevant Requirements.

No monies are payable to SHA by the Service provider/contractor in association with the execution of this contract. If the Service provider/contractor is approached by a SHA member of staff or by any person acting on behalf of SHA (third-party representatives include agents, consultants, contractors and partner organisations) for a payment, commission, ‘kickback’ or associated payment or any other advantage of any kind, they are obliged to report the request or payment directly to SHA’s Country Director within thirty-six hours. Failure to report any request for payment by a SHA member of staff or actual payment by the Service provider/contractor to a SHA member of staff to the SHA Country Director shall result in the immediate termination of any contract and may result in disqualification of the Service provider/contractor from participation in future contracts with SHA.

1. ANTI-PERSONNEL MINES

The Service provider/contractor guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Any breach of this representation and warranty shall entitle SHA to terminate this Contract immediately upon notice to the Service provider/contractor, at no cost to SHA.

1. ETHICAL PROCUREMENT AND PROCUREMENT PRACTICE

The Service provider/contractor represents and warrants that neither it, nor any of its service provider/contractors is engaged in any practice inconsistent with the following code of conduct for service provider/contractors: Employment is freely chosen, freedom of association and the right to collective bargaining are respected, working conditions are safe and hygienic, no child labour/protection of children is ensured, living wages are paid, working hours are not excessive, no discrimination is practiced, regular employment is provided, no harsh or inhumane treatment is allowed, any harm to the environment shall be avoided or limited. Any breach of this representation and warranty shall entitle SHA to terminate this Contract immediately upon notice to the Service provider/contractor, at no cost to SHA.

1. OFFICIALS NOT TO BENEFIT

The Service provider/contractor warrants that no official of SHA has received or will be offered by the Service provider/contractor any direct or indirect benefit arising from this Contract or the award thereof. The Service provider/contractor will notify SHA immediately in case any official from SHA requests any unofficial, or additional payment, or gift to their personal account. The Service provider/contractor agrees that breach of this provision is a breach of an essential term of this Contract.

1. PRIOR NEGOTIATIONS SUPERSEDED BY CONTRACT

This Contract supersedes all communications, representations, arrangements, negotiations, requests for proposals and proposals related to the subject matter of this Contract.

1. INTELLECTUAL PROPERTY INFRINGEMENT

The Service provider/contractor warrants that the use or supply by SHA of the services sold under this Contract does not infringe on any patent, design, trade-name or trade-mark.

In addition, the Service provider/contractor shall, pursuant to this warranty, indemnify, defend and hold SHA harmless from any actions or claims brought against SHA pertaining to the alleged infringement of a patent, design, trade-name or trade- mark arising in connection with the goods sold under this Contract.

All maps, drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Service provider/contractor under this Contract shall be the property of SHA, and shall be treated as confidential and shall be delivered only to SHAs authorized officials on completion of work under this Contract

Unless authorised in writing by SHA, the Service provider/contractor shall not advertise or otherwise make public the fact that he is a Service provider/contractor to SHA or use the name, emblem or official seal of SHA or any abbreviation of the name of SHA for advertising purposes or for any other purposes.

1. TITLE RIGHTS

SHA shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the organisation by the Service provider/contractor. At the request of SHA, the Service provider/contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights transferring them to the organisation in compliance with the requirements of the applicable law.

Title to any equipment and supplies which may be furnished by SHA and any such equipment shall be returned to SHA at the conclusion of this Contract or when no longer needed by the Service provider/contractor. Such equipment, when returned to SHA, shall be in the same condition as when delivered to the Service provider/contractor, subject to normal wear and tear.

1. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by SHA shall rest with SHA and any such equipment shall be returned to SHA at the conclusion of this Contract or when no longer needed by the Service provider/contractor. Such equipment, when returned to SHA, shall be in the same condition as when delivered to the Service provider/contractor, subject to normal wear and tear. The Service provider/contractor shall be liable to compensate SHA for equipment determined to be damaged or degraded beyond normal wear and tear.

1. PACKING

The Service provider/contractor shall pack any goods with new, sound materials and with every care, in accordance with the normal commercial standards of export packing for the type of goods specified herein. Such packing materials used must be adequate to safeguard the goods while in transit. The Service provider/contractor shall be responsible for any damage or loss that can be shown to have resulted from faulty or inadequate packing.

1. SHIPMENT AND DELIVERY

All services and works shall be delivered at the agreed place of delivery as stated in the Contract, at the Service provider/contractor's risk, unless otherwise provided for in the Contract.

1. INSURANCE

The service provider/contractor shall provide and thereafter maintain for the duration of this contract and any extension thereof all appropriate workmen’s compensation insurance or its equivalent with respect to its employees to cover claims for personal injury and death in connection with this contract. The service provider/contractor shall, upon request, furnish proof to the satisfaction of the SHA, of such liability insurance. The service provider/contractor shall further provide such health and medical insurance for its agents and employees, as the service provider/contractor may consider advisable. The service provider will in all cases ensure they have third party liability cover for the duration of the contract.

1. INDEMNIFICATION

The Supplier agrees to indemnify, hold and save SHA harmless and defend at its own expense SHA, its officers, agents and employees from and against all suits, claims, demands and liability of whatever nature or kind, including costs and expenses thereof and liability arising there from, with respect to, arising from or attributable to acts or omissions of the Supplier or its employees or sub-contractors in or relating to the performance of this Contract. This provision shall extend to, but shall not be limited to, product liability claims.

SHA will promptly notify the Supplier of any such suit, claim, proceeding, demand or liability within a reasonable period of time after having received written notice thereof, and will reasonably cooperate with the Supplier, at the Supplier’s expense, in the investigation, defence or settlement thereof, subject to the privileges and immunities of SHA.

The Supplier shall not permit any lien, attachment or other encumbrance by any person or entity to remain on file in any public or official office or on file with SHA against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Supplier.

1. TERMINATION OF CONTRACT

Either party may cancel this Contract before the expiry date of the Contract by giving notice in writing to the other party. The period of notice shall be 5 days in the case of contracts with a total period of less than two months or 14 days in the case of contracts with a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the Service provider/contractor shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of SHA. Additional costs incurred by SHA resulting from the termination of the Contract by the Service provider/contractor may be withheld from any amount otherwise due to the Service provider/contractor from SHA.

This contract shall be automatically terminated, and the Service provider/contractor shall have no right to any form of compensation, if it emerges that the award or execution of the contract has given rise to unusual commercial expenses.

Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified, or commissions paid to a company which has every appearance of being a front company

SHA reserves the right to withhold payments while any investigation is taking place into suspected wrongdoing or breaches of policy. SHA reserves the right to make no payment of sums due (even when goods or services have been supplied), in instances where wrongdoing is present.

1. CONFIDENTIALITY

The Supplier shall not advertise or otherwise make public the fact that he is a Supplier to SHA without specific approval from SHA. Nor shall the Supplier in any manner whatsoever use the name of SHA, or any abbreviation thereof, in connection with his business or otherwise. Non-observance of these conditions shall entitle SHA to cancel the Contract, or any part thereof, and to hold the Supplier liable for any damages which SHA has sustained as a result thereof.

1. DISPUTES - ARBITRATION

Any claim or controversy arising out of or relating to this or any contract resulting here from, or to the breach, termination or invalidity thereof, shall be, unless settled amicably through negotiation, submitted to arbitration in accordance with Irish law.

1. SETTLEMENT OF DISPUTES

The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of or in connection with this Contract including any disputes regarding the existence, validity or termination. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

Unless, any such dispute, controversy or claim between the parties arising out of or relating to this Contract or the breach, existence, termination or invalidity thereof is settled amicably under the preceding paragraph of this article within sixty (60) days after receipt by one party of the other party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration rules as at present in force, including its provision on applicable law. The place of arbitration shall be Uganda and the language to be used in the proceedings shall be English. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall also have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration and as being the final adjudication of any such dispute, controversy or claim.

1. WITHHOLDING TAX

SHA reserves the right to deduct withholding tax from the service provider/contractor's invoice if so required by law. This will apply unless the service provider/contractor has supplied in advance the required documentation proving its exemption from withholding tax (e.g. withholding tax exemption certificate).

1. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by the laws of Uganda and subject to the exclusive jurisdiction of the Uganda Courts.

1. BANK GUARANTEE

When specifically requested by SHA, a bank guarantee from a well reputed bank acceptable to SHA in the currency in which the Contract is payable and for an amount to be prescribed by SHA shall be obtained by the Service provider/contractor at his expense and deposited with SHA before start of the Contract. In the event of any loss, damage and/or extra costs incurred by SHA by reason of the Service provider/contractor's default, negligence or failure to perform the terms and conditions of the Contract or any part thereof, that part of any such loss, damage and/or extra costs which is represented by the full or by any lesser amount of such guarantee shall be immediately and initially reimbursable to SHA from such guarantee without prejudice to its right to hold the Service provider/contractor liable for the full amount of such loss, damage and/or extra cost. The guarantee shall be valid for a period of not less than 30 days after the services or works are confirmed as concluded by SHA.

1. ENVIRONMENTAL STANDARDS

Service provider/contractors should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

* + Waste Management
  + Packaging and Paper
  + Conservation
  + Energy Use
  + Sustainability

1. HUMAN TRAFFICKING

SHA has adopted a policy supporting the prohibition of trafficking in persons including the trafficking-related activities for any purpose, including the use of forced labour. Service providers/contractors and their employees, and agents shall not: —

* + Engage in any forms of trafficking in persons during the period of performance of the contract;
  + Procure commercial sex acts during the period of performance of the contract;
  + Use forced labour in the performance of the contract;
  + Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
  + Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible

to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work

Should the Service provider/contractor become aware of, or suspect, human trafficking activities during the execution of the contract the Contractor must immediately inform SHA to enable appropriate action to be taken.

In respect to any contract funded by the UK Government the Service provider/contractor is expected to be familiar with the terms of the UK Modern-Slavery Act 2015, and to abide by the conditions of the Act.

|  |  |  |  |
| --- | --- | --- | --- |
| Signed: |  | | |
| Print name: |  | Position: |  |
| Company Name: |  | Date: |  |
| Address: |  | | |



# Appendix 2 – Child Protection Policy - International

This Policy applies to the Self Help Africa Board, all Self Help Africa (and subsidiary company) employees, including affiliate organisations, and to all paid and unpaid consultants, contractors, interns, secondees and volunteers that provide supplies, services or support, to Self Help Africa or promote its work at any location in our countries of operation in Africa. All such parties are referred to as “employee” in this document. All visitors to Self Help Africa projects will be bound by this policy.

“Self Help Africa Board” is employed as a collective term and refers to the Self Help Africa Ireland Board as well as the boards of Self Help Africa UK, Gorta UK, Partner Africa, Traidlinks, TruTrade and the boards of any entities that may form part of the group in the future.

This Policy also applies to Self Help Africa’s partners, vendors and other third parties, where it is included or referenced in relevant bid or tender documents, agreements, memorandums, purchase orders or contracts.

***Version Control***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *Version No.* | *Date* | *By*  *(Name, Position)* | *Details of changes* | *Reviewed and approved by (Name, Position)* |
| 1 | 2013 | Ray Jordan, CEO | N/a | SHA Board |
| 2 | 24.5.2018 | David Dalton, Executive Director | Pledge, Serious Wrongdoing Investigation and appointment of Child Protection Focal Person | SHA Board on 24.5.2018 |

David Dalton Peter Mc Devitt

*Executive Director Chief Finance and Operations Officer*

POLICY STATEMENT

Self Help Africa recognises the rights of all children with whose families we work, to be protected from harm in accordance with the United Nations Convention on the Rights of the Child. Self Help Africa takes seriously its duty of care, and undertakes that our organisation is safe for children, where all efforts are made to prevent abuse. Self Help Africa does not employ persons under 18 years of age. Self Help Africa sees the best interests of the child as paramount.

We do this by:

* Preventing abuse where possible by setting in place and implementing procedures to protect children through best recruitment practices, staff induction and training, creating an open and aware culture, assigning clear management responsibilities and involving children appropriately in their own protection.
* In the event of disclosure or discovery of abuse following clear guidelines and procedures for reporting and reacting, dealing promptly and properly with incidents, supporting victims and holding perpetrators to account.
* By appointing a Child Protection Focal Person at Head Office to oversee training and deal with child protection concerns.

The global responsibility for managing this policy lies with the Executive Director with the support of the Child Protection Focal Person. At country level, each Country Director has the responsibility of implementing the policy in full, again with the support of the Child Protection Focal Person. The Executive Director is responsible for ensuring that a Child Protection Focal Person is nominated in each country.

For the purpose of this policy Self Help Africa defines children as those under the age of 18.

WHAT IS CHILD ABUSE?

According to the World Health Organisation, “Child abuse” or “maltreatment” constitutes ‘all forms of physical and/or emotional ill-treatment, sexual abuse, neglect or negligent treatment or commercial or other exploitation, resulting in actual or potential harm to the child’s health, survival, development or dignity in the context of a relationship of responsibility, trust or power.’

The NSPCC similarly specifies “cruelty to children” or “child abuse” as ‘behaviour that causes significant harm to a child. It also includes when someone knowingly fails to prevent serious harm to a child. All forms of cruelty are damaging – it can be harder to recover from the emotional impact than from the physical effects.’

There are 4 categories of abuse generally defined:

**Physical abuse**: Physical abuse is any form of non-accidental injury or injury which results from wilful or neglectful failure to protect a child.

**Sexual abuse**: Sexual abuse occurs when a child is used by another person for his or her gratification or sexual arousal, or for that of others.

**Emotional abuse**: Emotional abuse includes humiliation, blaming, frightening, threatening, terrorising, discrimination, ridiculing, and other non-physical forms of rejection or hostile treatment.

**Neglect:** the persistent failure to meet a child’s basic physical and physiological needs. Neglect can be defined in terms of an omission, where a child’s health safety, development or welfare is being avoidably impaired.

IDENTIFYING ABUSE AND TAKING ACTION

It is everyone’s responsibility to report any potential or actual abuse to a child’s wellbeing and safety. Any abuse, attempted abuse or suspected abuse of a child must be passed to the Executive Director, or his/her delegate, in this case the Child Protection Focal Person. The Executive Director has the authority to invoke the Serious Wrongdoing Investigation Plan in Self Help Africa in response to a report of abuse.

RECRUITMENT

1. All candidates are interviewed carefully with child protection in mind.
2. Selected candidates must sign the child protection policy, disclosure of convictions form and the standards of integrity before commencing employment.

TRAINING

1. Relevant Self Help Africa staff must undergo child protection training.
2. Awareness and update training will be arranged and provided as necessary.
3. All staff members have a responsibility to consider and help minimise child protection risks within their own areas of responsibility.

VISITS TO PROGRAMME AREAS

1. All visitors must sign the Self Help Africa Child Protection Policy.

WORKING DIRECTLY WITH CHILDREN

Staff members, who work directly with children, must obtain police clearance as a condition of employment.

RECORDING IMAGES

Self Help Africa applies the Dóchas Code of Conduct on Images and Messages ([**http://www.dochas.ie/images-and-messages**](http://www.dochas.ie/images-and-messages)) regarding the use of images (photographic/film or other). The following guidelines must be adhered to: i) Ask the child(ren)’s parent’s/guardian’s permission to take the photograph/image; ii) Individuals must be appropriately dressed according to their choice and country of origin; iii) Any complaints or concerns about inappropriate or intrusive images must be reported and recorded; iv) The recorded images should focus on an activity and, where possible, feature groups of children rather than individuals; v) Make sure that photographers and film makers are not allowed to spend time with or have access to children without supervision.

RESPONSIBILITY

**I accept that I must**:

1. Never abuse and/or exploit a child or act/behave in a way that places a child at risk of harm.
2. Report any child abuse and protection concerns that I have. This is a mandatory requirement under this policy.
3. Cooperate fully and confidentially in any investigation of concerns and allegations.
4. Contribute to an environment where children are respected and encouraged to discuss their concerns and rights.
5. Be aware that, if a legitimate concern about suspected child abuse is raised, which proves to be unfounded on investigation, no action will be taken against the reporter.
6. Never share my personal contact details (this includes email, phone numbers, social media contacts, address, webcam, skype etc) with, nor ask for, or accept such details from any child associated with Self Help Africa’s work.
7. Never make any unsupervised direct/indirect contact (such contact may include but is not limited to visits and any form of communication via social media, emails, letters etc) that is intended to establish personal relationships with any child associated with Self Help Africa.
8. Uphold the principles of the Child Protection Policy outside work/in their personal life.

**I have read, agree with, and will adhere to Self Help Africa’s Child Protection Policy.**

**Name (block letters):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Position/relationship to SHA**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_