

# Service Provider Agreement between

SME - Name and Address	Service Provider - Name and Address

**NOW, THEREFORE,** In consideration of the mutual covenants and promises made by the parties hereto, the SME and the Service Provider agree as follows:

## 1. Term

This Agreement shall begin in November 2022 and end by March 2023. Either Party may terminate this Agreement for any reason with 30 days written notice to the other Party.

## 2. Services

The Service Provider agrees that they shall provide assistance to the SME for all activities and deliverables described in Annex 1.

## 3. Compensation

In consideration for the Services, the SME shall pay the Service Provider based on the activities completed, the details of which are described in Annex 2, upon the submission of an invoice.

## 4. Intellectual Property Rights in Work Product

The Parties acknowledge and agree that the SME will hold all intellectual property rights in any work product resulting from the Services. The Service Provider agrees not to claim any such ownership in such work product's intellectual property at any time prior to or after the completion and delivery of such work product to the SME.

## 5. Confidentiality

The Service Provider shall not disclose to any third party other than RBF Myanmar, any details regarding the SME's business, including, without limitation any information regarding any of the SME's customer information, business plans, etc.

## 6. Applicable Law

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of Myanmar.

## **Annex 1**

**The Service Provider has agreed to support the SME and be responsible for the following deliverables:**

1. Develop the project idea together with SME to apply for RBF Grant support in Energy Efficiency and Renewable Energy.
2. Collect, review and analyze the data of SME to conduct needs assessment to document the current condition and the desired results that can be produced by investing in Energy Efficiency and Renewable Energy. If necessary, the Service Provider is responsible to communicate with suppliers to gather essential information to conduct assessment of the proposed project.
3. Carry out financial feasibility of the project idea which includes estimation of investment/ expenses, calculation of revenues/cost reductions, pay-back period estimation etc. Service Provider is required to estimate accurate costs allocated for the proposed project for RBF support.
4. Identify two or more equipment suppliers to make sure that the business is proposing the right technology and right equipment cost for the benefits of SME to implement the project.
5. Develop a quality Project Proposal together with SME which includes a detailed implementation plan of the project idea within timeframe, desired outcomes etc.
6. Demonstrate the strong connection between RBF area and Supported Equipment/Technical Assistance.
7. Collect baseline data required for establishing the Monitoring and Evaluation requirements of the project and assist the SME the pre-grant agreement meetings with RBF Team, which is a prerequisite for signing the grant agreement.
8. Advice SME about the documentation required at least seven days ahead of the required submission date.

**In connection with the above, SME promises the following to enable the Service Provider**

1. Actively brainstorm and cooperate with the Service Provider in developing the project idea and Concept Notes.
2. Provide essential information about the business in a timely manner to the Service Provider to develop the Project Proposal.
3. Share with the Service Provider, a copy of license and other necessary documents at least two days ahead of the closing date of the call for proposals.

## Annex 2

**If the Service Provider fails to submit the Concept Notes and Project Proposal to RBF Management Unit before the closing deadlines, SME is not liable to pay the Service Provider.**

**The payment to Service Provider under this contract shall be based on the completion of all the agreed upon Deliverables an assessment of the quality of each Deliverable.**

**The amount payable is assessed based on the following criteria and weightage as indicated below, with a maximum of MMK 1,600,000.**

<b>Sr. No</b>	<b>Activity/Deliverable by Service Provider</b>	<b>Weightage in %</b>	<b>Amount (Lakh)</b>
1	Submission of a proper Needs Assessment Report	10	1.6
2	Submission of Concept Notes and Project Proposal to RBF	5	0.8
3	Submission of Project Implementation Work plan in detail	5	0.8
4	Submission of required SME documentation before the deadlines	10	1.6
5	Quality of Concept Notes and Project Proposal	15	2.4
6	Evidence of the link between one of the 6 RBF support area and the proposed Equipment / Activity	10	1.6
7	Presentation of evidence for the ‘Strong Demonstration Effect’ of the proposed project	8	1.28
8	Accuracy and Reliability of Budget Plan	10	1.6
9	Facilitation of discussions/negotiations with Suppliers on behalf of SME	6	0.96
10	Submission of two or more Quotations from Suppliers	5	0.8
11	Assistance to SME in collection of Baseline Data and estimation of Project Targets for the proposed Project	6	0.96
12	Assistance to SME in the required Pre-Grant Agreement (M&E) Meeting with RBF and finalization of the Grant Agreement	10	1.6
	<b>Total</b>	<b>100</b>	<b>16</b>

**IN WITNESS WHEREOF**, by execution by the parties below, this Service Provider Agreement will form a part of the Contract.

Signature	:	Signature	:
Name of the SME Owner	:	Name of the Service Provider	:
Date	:	Date	: