Agreement Contract

**Between Business/MSME/Business Association and Consultant/Service Provider**

|  |  |
| --- | --- |
| **Business/MSME/Association - Name and Address** | **Consultant/Service Provider - Name and Address** |

**NOW, THEREFORE,** in consideration of the mutual covenants and promises made by the parties hereto, the Business/MSME/Business Association and the Consultant/Service Provider agree as follows:

## Term

This Agreement shall begin in August 2024 and end by January 2025. Either Party may terminate this Agreement for any reason with 30 days written notice to the other Party.

## Services

The consultant/Service Provider agrees that they shall assist the Business/MSME/Business Association for all activities and deliverables described in Annex 1.

## Compensation

In consideration for the Services, RBF+ shall pay the Service Provider based on the activities completed for the Business/MSME/Business Association, the details of which are described in Annex 2, upon the submission of an invoice.

## Intellectual Property Rights in Work Product

The Parties acknowledge and agree that the Business/MSME/Business Association will hold all intellectual property rights in any work product resulting from the Services. The Consultant/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 Business/MSME/Business Association.

## Confidentiality

The Consultant/Service Provider shall not disclose to any third party other than RBF+, any details regarding the Business/MSME/Business Association’s business, including, without limitation any information regarding any of the Business/MSME/Business Association’s customer information, business plans, etc.

## 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 Consultant/Service Provider has agreed to support the Business/MSME/Business Association and be responsible for the following deliverables:**

1. Develop the project idea together with Business/MSME/Business Association to apply for RBF+’s (9) Areas of support.
2. Collect, review, and analyze the data of Business/MSME/Business Association to conduct a needs assessment to document the current condition and the desired results that can be produced by investing in RBF+’s (9) Areas of support.
3. Carry out the financial feasibility of the project idea which includes estimations of investment and expenses, calculations of potential revenue or cost reductions, an estimated payback period, and accurate cost allocation for the requested RBF+ support.
4. Identify two or more equipment suppliers to ensure that the business is proposing the right technology, service, and cost-effective equipment for the Business/MSME/Business Association to implement the project.
5. Develop a quality Project Proposal together with the Business/MSME/Business Association which includes a detailed implementation plan of the project idea within the timeframe, identifying desired economic outcomes for MSMEs and producers, assessing potential environmental benefits, etc.
6. Demonstrate the strong connection between RBF+’s areas and Supported Equipment/Technical Assistance etc.
7. Collect baseline data required for establishing the Monitoring and Evaluation requirements of the project and assist the Business/MSME/Business Association in the pre-grant agreement meetings with the RBF+ Team, which is a prerequisite for signing the grant agreement.
8. Advice Business/MSME/Business Association about the documentation required at least seven days ahead of the required submission date.

**In connection with the above, the Business/MSME/Business Association promises the following to enable the Consultant/Service Provider**

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

# Annex 2

**If the Consultant/Service Provider fails to submit the Concept Notes and Project Proposal to RBF+ Management Unit before the closing deadlines, the Business/MSME/Business Association is not liable to pay the Consultant/Service Provider.**

**The payment to the Consultant/Service Provider under this contract shall be based on the completion of all the agreed-upon Deliverables and 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 3,000,000.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr. No** | **Activity/Deliverable by Consultant/Service Provider** | **Weightage in %** | **Amount (Lakh)** |
| 1 | Submission of a proper Needs Assessment Report | 5 | 1.5 |
| 2 | Submission of Concept Notes and Project Proposal to RBF+ along with required documents. | 5 | 1.5 |
| 3 | Submission of Project Implementation Work plan with a clear timeline and milestones | 5 | 1.5 |
| 4 | Submission of required Business/MSME/Business Association documentation before the deadlines | 10 | 3.0 |
| 5 | Quality of Concept Notes and Project Proposal to RBF+, emphasizing commercial visibility, economic benefits for MSMEs and primary producers, and appropriateness for the target market | 15 | 4.5 |
| 6 | Evidence of the link between one of the 9 RBF+ support areas and the proposed Equipment / Activity | 10 | 3.0 |
| 7 | Presentation of evidence for the ‘Demonstration Effect’ of the proposed project | 8 | 2.4 |
| 8 | The financial feasibility of the project idea which includes estimations of investment and expenses, calculations of potential revenue or cost reductions, an estimated payback period, and accurate cost allocation for the requested RBF+ support | 15 | 4.5 |
| 9 | Facilitation of discussions/negotiations with Suppliers on behalf of Business/MSME/Business Association | 6 | 1.8 |
| 10 | Submission of two or more Quotations from Suppliers with proven track record. | 5 | 1.5 |
| 11 | Assistance to Business/MSME/Business Association in the collection of Baseline Data and estimation of Project Targets for the proposed Project | 6 | 1.8 |
| 12 | Assistance to Business/MSME/Business Association in the required Pre-Grant Agreement (M&E) Meeting with RBF+ and finalization of the Grant Agreement | 10 | 3.0 |
|  | **Total** | **100** | **30** |

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

**Signature : Signature :**

**Name of the Name of the**

**Business/MSME/Business Association : Consultant/Service Provider :**

**Date : Date :**