

CONSULTANCY CONTRACT

This contract dated **22th October 2014** is made between:

**Concern Worldwide
Sudan Programme**
(Here-in-after referred to as the Client)

And

Agriculture Technology Transfer Society (ATTS)
(Here-in-after referred as Consultant)

1. Documents

The contract shall comprise of the following documents:

- a) The Contract
- b) Terms of Reference/Job Description for the consultancy services
- c) Programme Participant Protection Policy

2. Timetable

The term of this agreement and assignment will be for a period **of 5 days commencing on 25th October 2014, and ending on 30 October, 2014.**

3. Location

The consultant will be based in Muglad, and frequently travel to the field and other programme areas in West Kordofan.

4. Reporting and Responsibilities

The consultant will report to Concern's Programme Manager in Muglad- West Kordofan. The term of reference/Job Description is attached and forms a part of this agreement.

The Consultant understands that he/she is independent of Concern Worldwide and is not an agent of Concern Worldwide and has no power to commit or bind Concern Worldwide to any course of action except as expressly set forth in writing by Concern Worldwide.

The Consultant agrees that information obtained or learned while working on behalf of Concern Worldwide is proprietary and confidential. All reports, letters, memos, articles and/or documents prepared by the contractor either alone or with others, in the course of this agreement with Concern Worldwide shall be deemed to be "works made for hire" and shall be and remain the property of Concern Worldwide. By entering into this agreement, the Consultant hereby expressly

agrees to transfer to Concern Worldwide all copyrights, patents, or trademarks related to any work created in connection to this agreement.

Concern Worldwide reserves the right to act as the sole determining authority with respect to the consultant's performance, conduct, progress, etc. as it applies to this agreement.

Agronomist interventions for Second Mission

1/ Technical training for technicians and farmers in different methods of horticultural packages (technical packages), pest control, preparation of compost, construction and management of nurseries and application of organic manure and pesticides.

2/ a) nurseries for onion, tomato and eggplant.

b) Demonstration fields for onion, tomato eggplant, okra and coriander.

- Training for farmers in different methods of agricultural packages and pests control.
- Technical training for farmers to produce compost and its applications.
- Training for stakeholders to construct and manage nurseries.
- Make use of indigenous knowledge in genetic improvement of animals.
- Training of farmers on strategic feeding for desert sheep and mineral supplements for livestock.
- Training of farmers on intermediate technology, eg: machinery, fertilizers and pesticides.

Food Specialist interventions for Second Mission

Review traditional methods of food preservation and their hygienic aspects. This may include

- 1) Sun drying of vegetables and meat.
- 2) Production of fermented milk (roup).
- 3) Processing of tomato paste.
- 4) Processing of ghee.
- 5) Some forms of simple meat processing

Training will be carried out for women in 5 villages in:

- Dairy processing
- Meat processing and preservation

5. Consideration and Terms of Payment

5.1 Fees

In full consideration for the services performed by the consultant under the terms of contract Concern Worldwide shall pay the consultant, a total fee of **17,160 SDG (Seventeen Thousand One Hundred and Sixty SDG only)**. Concern will withhold 10% of the overall consultancy fee to comply with Sudan Personal Income Tax law. Payment will be made by cheque to the Consultant. This amount shall be paid in two equal installments (50%). The initial amount of 50% of the total fee will be paid on signing of the contract. The final installment of the

consultancy fee will be released after certification of satisfactory completion of the work, submission of the draft report for review and the subsequent final report to the ACD. The final report must be submitted within seven (7) days of completion of the field visit.

1.2. Travel

Concern will reimburse all expenses based on receipts related to return public road transportation of the consultant from Khartoum or Elobied to Muglad. Concern will provide local transport within the programme area for official purposes.

1.3. Accommodation

Concern will provide food and basic accommodation in the Concern Guest House in Muglad.

The consultant is not an employee of Concern Worldwide or its affiliates, thus no other benefits or compensation are provided as part of this agreement.

6. Security Restrictions

In the event of disruption due to insecurity within the programme area, Concern will pay proportionally for the actual work completed, together with expenses occurred.

7. Programme Participant Protection Policy

Concern's Programme Participant Protection Policy has been developed to ensure the maximum protection of programme participants from exploitation and to clarify the responsibilities of Concern Partners and consultants and the standards of behaviour expected of them. In this context consultants have a responsibility to the Organisation to strive for and maintain the highest standards in the day-to-day conduct in their workplace in accordance with Concern's core values and mission. As such Concern has developed a Programme Participant Protection Policy which incorporates many of the principles of the Code of Conduct. You will receive a copy of the Policy document and this will be explained to you by the Programme Manager and/or the Country Director.

i) **Prof. Muna Ahmed** , on behalf of **ATTS**, confirms that she has read and understands the terms of Concern Programme Participant Protection Policy and Code of Conduct and agrees to abide by the terms of this policy at all times in all of their activities under this agreement. **Prof. Muna Ahmed** shall ensure that **ATTS** employees, officers, sub-contractors and agents shall abide by and promote the terms of this policy at all times.

ii). **Prof. Muna Ahmed** shall bear responsibility and be liable in respect of any and all claims, losses, damages, liabilities and expenses of any nature howsoever arising from or in connection with any breach of Concern Programme Participant Policy and Code of Conduct by **ATTS** or by its employees, officers, sub-contractors or agents.

ATTS shall indemnify and hold harmless Concern, its officers, employees and agents, in respect of any and all such claims, losses, damages, liabilities and expenses arising from or in connection with any such breach.

A breach of this policy will result in immediate termination of this contract.

8. Other Conditions of this Consultancy

- That you undertake to be subject, at all times, to the authority of the Country Director appointed by Concern Worldwide or the person designated by him.
- The right of Concern Worldwide to change your place of assignment at any time, in which case Concern will endeavour to give you as much notice as reasonably practicable.
- Concern cannot accept any legal or financial responsibility for illness, disease or injury suffered by the Consultant whilst in the field or elsewhere.
- That you will not undertake any act which will involve Concern in the expenditure of any money, or any other commitments, without having first obtained the express permission of Concern.
- That you will not communicate, at any time, with the press or broadcast media on the policy or views or any of the activities of Concern without prior written consent from the Country Director.
- That you will refrain from engaging in any enterprise or dealings not connected with your assignment, without having first obtained the express permission of the Country Director
- That you are responsible for making arrangements to pay any tax and statutory deductions due.
- That you will not act in anyway that might bring Concern or any of its programmes or projects into disrepute.
- That you will not demand or accept personal gifts, favours or any other benefits for him/herself or on behalf of another person, from any person, firm or organisation with which he/she is negotiating or working in the course of the assignment.

9. Indemnification

The consultant agrees to indemnify Concern Worldwide and hold it harmless from and against any and all losses, claims, damages, liabilities and all related expenses, including court costs and legal fees, occasioned by any claim against Concern Worldwide, including those related to transportation/travel for this assignment.

10. Termination

It is understood that this is a temporary assignment and either party may terminate this agreement at any time without cause through written notice. Unless otherwise stated, when this agreement expires it shall be deemed to be terminated.

It is understood that termination or cancellation of this agreement will be immediate when, at the sole discretion of Concern Worldwide, it is in the best interest of Concern Worldwide to effect immediate termination.

11. Previous Communication

This consultant constitutes the entire agreement between Concern Worldwide and the Consultant and supersedes all previous communication between the parties. This agreement and assignment may be altered only by written agreement by the Country Director, North Sudan or his designate.

Signed by the parties executing this agreement:

For and on Behalf of Concern Worldwide

Name: **Rebecca Nyamori**

Position: **Assistant Country Director, Sudan**

Signature:

Date:

For and on Behalf of Agriculture Technology Transfer Society (ATTS):

Name: **Prof. Muna Ahmed**

Signature:

Date: