



FAO Budget Code: OSRO/GAZ/406/CAN

GRMS Supplier Number:

PO Number: XXXX

LETTER OF AGREEMENT

Between

the Food and Agriculture Organization of the United Nations ("FAO") under
"Support economic growth through optimized agricultural value chains in the West Bank"
(OSRO/GAZ/406/CAN)

and

[Complete legal name of the institution]

[Full official address]

For provision of

"Building the capacities of women's cooperatives/associations in food processing, quality assurance, packaging and marketing"

1. Introduction

The Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO") and [complete name of the Service Provider] (hereinafter referred to as the "Service Provider") (together hereinafter referred to as the "Parties") have agreed that the Service Provider will provide capacity development in business, financial and marketing management (defined in **detail** in this agreement under Annex I) which forms an integral part of this Letter of Agreement (hereinafter the "Agreement"). The Agreement comes in support of the project **"Support economic growth through optimized agricultural value chains in the West Bank (OSRO/GAZ/406/CAN)"** that aims to increase the competitiveness of Palestinian farmers in the West Bank. The main outcome the project aims to achieve is "increased value and profitability of land and crops as well as improved effectiveness of cooperatives and women's associations to provide quality services to their members". The funds that will be provided by FAO under this Agreement shall be used for developing the capacities of 15 women's cooperatives/associations targeted by the project aiming to promote the access and competitiveness of their agri-food products in local, regional and international markets. To enable the Service Provider in delivering the defined services, FAO will pay the Service Provider a total amount not exceeding USD xxxxxx (xxxx United States Dollars), which represents FAO's maximum financial liability, into the Service Provider's account specified in paragraph 2 below.



2. Detailed Banking Instructions

Bank name:

Account name:

Bank country and city:

Bank branch address:

Account number:

Exact bank account holder's name:

Account currency: US Dollar

Bank branch code or sort code:

Bank No.:

IBAN number:

3. Designation of the FAO Responsible Officer:

Mr./Ms., title, address, phone, email (as appropriate) is designated the officer responsible for the management of this Agreement ("Responsible Officer") on behalf of FAO.

4. Entry into force and period of validity:

The Agreement will enter into force upon the date of signature by the Service Provider, by FAO or on XXXXXXXX **whichever of the three dates is the latest** and will terminate 18 months after entry into force.

5. Purpose

The purpose for which the funds provided by FAO under this Agreement shall be used are the following:

(i) **Objectives.**

The objective of the agreement is to improve the capacity of the targeted 15 women's cooperatives/associations in order to increase access and competitiveness of their food products in local, regional and international markets.

(ii) **Outputs.** The Service Provider will produce, achieve or deliver the following outputs:

1. Identifying and prioritizing the in-kind and technical capacity development needs of 15 women's cooperatives/associations in the West Bank.
2. Providing capacity development to women's cooperatives and their members through regular coaching and mentoring field visits. Delivering continuous facilitation, guidance and supervision services to the 15 targeted women's cooperatives/associations and their members to promote their access to necessary services and feasible/ sustainable business development opportunities/partnerships and networks.
Delivering continuous facilitation, guidance and supervision services to the 15 targeted women's cooperatives/associations and their members to enable them to efficiently and sustainably access and link to the services of other agribusiness

(iii) **Activities.**

A detailed description of the Services including technical and operational requirements, budget, work plan and timeframe, performance indicators and means of verification, as well as inputs to be provided free-of-charge by the Service Provider and FAO, if any, are set out in detail in Annex I.

6. General Conditions

- a) Funds provided by FAO under this Agreement are to be used by the Service Provider exclusively for the provision of the Services in accordance with the budget set out in Annex I. Neither the Service Provider nor its personnel nor any other persons providing the Services on its behalf, will incur any additional commitment or expense on behalf of FAO.
- b) The Service Provider will be responsible for all activities related to the provision of the Services and the acts or omissions of all employees, agents or other representatives, and authorized subcontractors providing the Services on its behalf. FAO will not be held responsible for any accident, illness, loss or damage which may occur during the provision of the Services or any claims, demands, suits, judgements, arising there from, including for any injury to the Service Provider's employees, or to third parties, or any loss of, damage to, or destruction of property of third parties, arising out of or connected to the Service Provider's work or performance under this Agreement.
- c) The Service Provider shall not utilize funds received under this Agreement to subcontract services or procure items except as specifically provided for in the Annex or as specifically approved in writing by FAO. Any subcontracting arrangement shall in no way relieve the Service Provider of the responsibility for the provision/delivery of the Services required under this Agreement. Subcontracts or procurement of the items set forth in the Annex shall be procured in conformity with the Service Provider's own procurement rules and procedures. The Service Provider confirms that its procurement rules and procedures, and their implementation, ensure that the procurement process is transparent and consistent with generally-accepted principles governing public sector procurement to obtain best value for money. The Service Provider will ensure that its agreements with any subcontractor include the obligation to maintain appropriate records for a period of five years and FAO's right to review, audit and have access to all documentation and sites related to the activities carried out in connection with this Agreement.
- d) The Service Provider shall make and thereafter maintain, in compliance with national legislation, provision for adequate insurance to cover such risks as damage to property and injuries to persons, as well as third party liability claims.
- e) The personnel assigned by the Service Provider to provide the Services are not considered in any respect as being employees or agents of FAO. Nothing in this Agreement or in any document or arrangement relating thereto shall be construed as conferring any privileges or immunities of FAO on the Service Provider, its personnel or any other persons providing the Services on its behalf.
- f) Nothing in this Agreement or in any document relating thereto, shall be construed as constituting a waiver of privileges or immunities of FAO, or as its acceptance of the jurisdiction of the courts of any country over disputes arising out of this Agreement.



- g) The present Agreement shall be governed by general principles of law, to the exclusion of any single national system of law. General principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts of 2010.
- h) In providing the Services, the Service Provider shall conform to all national laws applicable to its activities and its relations to third parties, including employees. The Service Provider shall promptly correct any violations thereof and shall keep FAO informed of any conflict or problem arising in relation to national authorities.
- i) The Service Provider shall observe the highest standard of ethics in providing the Services and agrees to adhere to the UN Supplier Code of Conduct, which can be viewed at http://www.un.org/depts/ptd/pdf/conduct_english.pdf.
- j) The Service Provider confirms that it has not engaged in, nor will engage in, any corrupt, fraudulent, collusive, coercive, unethical or obstructive practices in entering into or implementing this Agreement. If FAO determines that the Service Provider has engaged in such practices, it may impose sanctions, including termination of the Agreement, as provided by FAO's Sanctions Procedures (http://www.fao.org/fileadmin/user_upload/procurement/docs/FAO_Vendors_Sanctions_Policy_-_Procedures.pdf). In addition, information on sanctioned Service Providers and other third parties may be shared with other Intergovernmental or UN Organizations. This provision must be included in all subcontracts, sub-agreements or assignments entered into by the Service Provider under this Agreement.
- k) For the purpose of this Agreement, the following terms shall have the following meanings:
- (i) "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain, financial and/or other benefit and/or to avoid an obligation.
 - (ii) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
 - (iii) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
 - (iv) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value whether tangible or intangible to improperly influence the actions of another party.
 - (v) "Unethical practice" is an act or omission contrary to the conflict of interest, gifts and hospitality or post-employment FAO policy (<http://www.fao.org/unfao/procurement/codeconduitethique/en/>), as well as any provisions or other published requirements of doing business with FAO, including the UN Supplier Code of Conduct; and
 - (vi) "Obstructive practice" is an act or omission by the Service Provider or its affiliates, successors or assigns that may prevent or hinder the work of the Investigation Unit of the FAO Office of the Inspector General.



- l) The Service Provider shall take all reasonable precautions to avoid any conflict of interest in the implementation of the Services and shall inform FAO without delay of any situation constituting or likely to entail a conflict of interest including any FAO personnel having an interest of any kind in the Service Provider's activities.
- m) In order to enter into an agreement with FAO, the Service Provider, and any of its agents or authorized subcontractors, should not be suspended, debarred or otherwise identified as ineligible by any Intergovernmental or UN Organization, including any organization within the World Bank Group or any multi-lateral development bank, or by the institutions and bodies of economic integration organizations (e.g., the European Union). The Service Provider is required to disclose to FAO whether it, or any of its agents or authorized subcontractors, is subject to any sanction or temporary suspension imposed by any such organization or National Authority at any time during the three years prior to this Agreement or at any time throughout the execution of this Agreement. The Service Provider recognizes that a breach of this provision will entitle FAO to terminate its Agreement with the Service Provider immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind of FAO.
- n) Unless authorized in writing by FAO, the Service Provider shall not advertise or otherwise make public that it has a contractual relationship with FAO, nor shall the Service Provider, in any manner whatsoever use the name or emblem of FAO, or any abbreviation of the name of FAO.
- o) All intellectual property rights, including copyright, in the outputs produced under this Agreement are vested in FAO, including, without any limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof. Neither the Service Provider nor its personnel will communicate to any other person or entity any confidential information made known to it by FAO nor will they use this information for private or corporate advantage. This provision will survive the expiration or termination of this Agreement.
- p) To comply with disclosure requirements and enhance transparency, FAO may release and/or publish the following information about this Agreement: (i) the name and nationality of the Service Provider; (ii) a brief description and location of the Services provided; and (iii) the amount of this Agreement. The Service Provider specifically consents to the release and/or publication of such information. FAO will not release or publish information that could reasonably be considered confidential or proprietary.
- q) The Service Provider shall return to FAO any unexpended funds budgeted and paid by FAO under this Agreement.
- r) This Agreement is not subject to payment by FAO of any levies, taxes, registration duties or any other duties or charges whatsoever. The Service Provider shall duly pay taxes, duties and other charges in accordance with prevailing laws and regulations applicable to the Service Provider.
- s) The Service Provider agrees to undertake all reasonable efforts to ensure that none of the funds received from FAO under this Agreement are used to provide support to individuals or entities
 - i) associated with terrorism, as included in the list maintained by the Security Council Committee established pursuant to its Resolutions 1267 (1999) and 1989 (2011) or ii) that are



the subject of sanctions or other enforcement measures promulgated by the United Nations Security Council. This provision must be included in all subcontracts, sub-agreements or assignments entered into under this Agreement. The Service Provider acknowledges and agrees that this provision constitutes an essential term of this Agreement and any breach of these obligations and warranties shall entitle FAO to terminate this Agreement immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind of FAO.

- t) The Service Provider shall take all appropriate measures to prevent sexual exploitation or abuse of any beneficiary of the services provided under this Agreement, or to any persons related to such beneficiaries, by its employees or any other persons engaged and controlled by the Service Provider to perform any services under this Agreement. For these purposes, sexual activity with any person less than eighteen years of age shall constitute the sexual exploitation and abuse of such person. In addition, the Service Provider shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging in any sexual activities that are exploitive or degrading to any beneficiary of the services provided under this Agreement or to any persons related to such beneficiaries. The Service Provider acknowledges and agrees that the provisions hereof constitute an essential term of this Agreement and that any breach of these provisions shall entitle the Organization to terminate this Agreement immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind.

7. Reporting and Record Maintenance Requirements

- a) The Service Provider shall submit to the Responsible Officer named in paragraph 3, the Reports listed in Annex I on the dates set forth therein, including two interim reports and a final report consisting of a narrative report and financial report. The reports must be sufficiently detailed to allow certification of deliverables and of expenditures. The financial report shall be signed and certified as to its correctness by a duly designated representative of the Service Provider (e.g. executive officer, chief financial officer, chief accountant or similar).
- b) The Service Provider shall keep accurate financial records and maintain supporting documentation showing the utilization of inputs and funds under this Agreement and any other documentation related to the Services for a period of five years following termination or expiry of the Agreement, during which period FAO, or a person designated by FAO, or the relevant auditing authority (e.g. national audit office) shall have the right, at any time, to conduct reviews and/or audits relating to any aspect of this Agreement. The Service Provider shall provide its full and timely cooperation with any such review or audit. Full and timely cooperation shall include, but not be limited to, making available employees or agents and granting to FAO or other designated person or relevant authority, access at reasonable times and conditions to the Service Provider's premises or other sites where documentation related to this Agreement is kept or activities related to this Agreement are carried out.

8. Delays and Termination

- a) The Agreement shall enter into force upon signature by both Parties and shall remain in force until the Services have been satisfactorily provided or until otherwise terminated in accordance with the provisions herein.
- b) The Service Provider will carry out the Services in accordance with the work plan and within the timeframe set forth in the Annex and shall notify FAO of any delays that will prevent delivery of the Services in accordance with the work plan and within the timeframe set forth in the Annex.
- c) FAO may suspend or cancel all or part of this Agreement, obtain the Services elsewhere and make corresponding adjustments to any payments that may be due to the Service Provider, if the Service Provider fails to make delivery, or perform to a standard considered acceptable to FAO. Subject to consultation with the Service Provider, the determination of FAO, relating to this provision, shall be binding.
- d) If at any time during the course of this Agreement it becomes impossible for the parties to perform any of their obligations for reasons of Force Majeure, that party shall promptly notify the other in writing of the existence of such Force Majeure. The party giving notice is thereby relieved from such obligations as long as Force Majeure persists. For the purpose of this Agreement, the term "Force Majeure" shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under this Agreement, was not attributable to error or negligence on their part (or of their personnel, agents, or other representatives, or authorized subcontractors), and proves insurmountable in spite of all due diligence.
- e) FAO shall have the right to terminate this Agreement, by written notice to this effect, if it considers that continued implementation of the Agreement is impossible or impractical:
 - (i) for unforeseen causes beyond the control of FAO;
 - (ii) in the event of a default or delay on the part of the Service Provider after written notice by FAO which provides a reasonable period to remedy the default or delay.
- f) In the event of termination as per 8e) above, the following shall apply:
 - (i) termination for unforeseen causes beyond its control, FAO shall complete all payments for expenses which have been incurred by the Service Provider up to the effective date of termination.
 - (ii) termination due to the Service Provider's default or delay, the Service Provider shall refund to FAO any payment already received in respect of Services that have not been performed to a standard considered acceptable to FAO.
- g) FAO shall have the right to terminate this Agreement, by written notice to this effect, if FAO establishes in accordance with its administrative procedures:



- (i) irregularities, including any corrupt, fraudulent, collusive, coercive, unethical or obstructive practices in paragraphs 6i)-p) on the part of the Service Provider in relation to this Agreement; or
- (ii) a breach of the reporting requirements in paragraph 7 above.

h) In the event of termination as per g) above, the Service Provider shall refund to FAO all payments that were made on the basis of the irregularity or corrupt, fraudulent, collusive, coercive, unethical or obstructive practices, or as otherwise determined by FAO to be equitable and take other action as deemed appropriate by FAO.

9. Terms of Payment

- a) The payments will be made after certification by the Responsible Officer of the request(s) for payment as follows:
 - (i) 1st payment not to exceed 25% of total amount upon signature of the present agreement and the approval of the work plan;
 - (ii) 2nd payment not to exceed 25% of total amount upon acceptance by FAO of:
 - a. An official request for payment.
 - b. The receipt and clearance of due interim report 1 as per Annex I.
 - c. A statement of expenditure covering the first six months of activities.
 - d. An updated work plan.
 - (iii) 3rd payment not to exceed 25% of total amount upon acceptance by FAO of:
 - a. An official request for payment.
 - b. The receipt and clearance of due interim report 2 as per Annex I.
 - c. A statement of expenditure covering the 12 months of activities.
 - d. An updated work plan.
 - (iv) Final payment not to exceed 25% of total amount conditional upon:
 - a. An official request for payment.
 - b. The receipt and clearance of the Final Report mentioned under Section 7a) above.
 - c. A statement of expenditure covering the entire period of the signed LoA.
- b) The payments will be made in the currency stated in paragraph 1, in accordance with the detailed banking instructions provided by the Service Provider and defined in paragraph 2.
- c) The Service Provider shall submit each request for payment to the address indicated below:

[Title of Officer and address]

.....

- d) FAO enjoys certain privileges and immunities which include exemption from payment of Value Added Tax ("VAT" or "IVA"), customs duties and importation restrictions.
- e) If the Service Provider fails to submit the Final Report mentioned in 7a) above no later than 30 days following completion, expiry or termination of this Agreement, FAO may, after provision of due notice of the default, terminate this Agreement without making the final payment.



10. Settlement of Disputes

- a) Any dispute between the parties arising out of the interpretation or execution of this Agreement, if not settled by negotiation between the parties or by another agreed mode of settlement, shall be submitted at the request of either party, to one conciliator. Should the parties fail to reach agreement on the name of a sole conciliator, each party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force.
- b) Any dispute not resolved by conciliation shall, at the request of either party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, as at present in force. The arbitral tribunal shall have no authority to award punitive damages. FAO and the Service Provider agree to be bound by any arbitration award rendered in accordance with this article, as the final adjudication of any such dispute.
- c) The parties may request conciliation during the execution of this Agreement and in the period not to exceed twelve months after the completion, expiry or termination of this Agreement. The parties may request arbitration not later than ninety days after the termination of the conciliation proceedings. All dispute resolution proceedings shall be conducted in the language in which the agreement is drafted provided that it is one of the six official languages of FAO (Arabic, Chinese, English, French, Russian and Spanish). In cases where the language of the agreement is not an official language of FAO, the conciliation or the arbitration proceedings shall be conducted in English.

11. Amendments.

Any changes or amendments to this Agreement shall be made in writing and on the basis of mutual consent of the signatories to this Agreement.

Signed on behalf of the Food and Agriculture Organization of the United Nations:

Signature: _____

Date: _____

[name and title of the FAO Officer]

Signed on behalf of the [full name of the Service Provider]:

Signature: _____

Date: _____

Name
Address

The Service Provider will sign two copies of this Agreement and return one to the Responsible Officer.

ANNEX I TERMS OF AGREEMENT

1. Background

FAO is currently implementing the project “Support Economic Growth through Optimized Agricultural Value Chains in the West Bank (OSRO/GAZ/406/CAN)”, funded by the Canadian Government through the Global Affairs Canada (GAC). The project's overall objective is to increase the competitiveness of Palestinian farmers in the West Bank, while the main outcome of the project is “Increased value and profitability of land and crops as well as improved effectiveness of farmer cooperatives associations to provide quality services to their members”. The services requested through this Agreement will contribute to the below project output expected to lead to the achievement of the outcome and ultimately contribute to the impact:

- Output 3: Improved access to and use of energy efficient post-harvest infrastructure.

Within its commitment and responsibility to ensure efficient and timely implementation of project activities and achievement of planned outputs, FAO seeks to contract the services of a competent local NGO to complement FAO's role and implement project activities specifically under output 3 mentioned above, in the targeted farming communities in the West Bank governorates. This will require the NGO to work closely with the project beneficiaries and other related stakeholders to achieve the intended project outputs. The specific activities to be assigned to the Service Provider are described in detail in section 2.2 (*Description of services*) of this TOR.

2. Terms of Reference

2.1 Definition of deliverables

The service provider will aim to achieve the following outputs:

1. A detailed list of in-kind and capacity development needs for the 15 targeted women's cooperatives/associations is developed following a consultative needs assessment process. Additionally, detailed and well formulated bills of quantities and technical specifications for priority in-kind needs and a proposed capacity building program for the capacity development needs are developed. 120 training days are delivered to 15 women's cooperatives/associations, including 500 members, to improve their operational and administrative/financial management capacities and enable them running and sustaining feasible and viable food processing businesses that include competent and efficient quality control and assurance systems, as well as to enable them tailoring their businesses to meet the demand of local and international markets.
2. 300 coaching and mentoring field visits are conducted to 15 women's cooperatives/associations, including 500 members, to support them efficiently applying good and market demand tailored agri-food processing practices, efficient quality control, assurance and certification system as well as improved packaging, labelling, branding and marketing practices. Adapt the available training material to create a tailored country project-training curriculum covering the different levels of capability.
3. 15 knowledge exchange and transfer visits were organized for 15 women's cooperatives/associations to support them in obtaining and transferring updated knowledge and experience in running and sustaining feasible, competitive and viable agri-food processing businesses.

4. Develop a Monitoring and Evaluation System to track business performance of the cooperatives with respect to the knowledge acquired and/or operational plans proposed to achieve the proposed outputs. Generate a tailored learning and development plans for each participating cooperative indicating the top three expected improvements expected during the following year, through a training, coaching and mentoring approach.
5. The 15 targeted women's cooperatives/associations are enabled to explore and access business investment opportunities through continued facilitation, supervision and technical support services. This includes enabling the targeted women's cooperatives accessing the services, and possibly be part of, the recently established cooperatives owned Umbrella Company (UC). This includes supporting the women's cooperatives adapting and upgrading their businesses to meet the market demands identified by the UC, enabling them identifying and assessing several scenarios for their engagement in/integration with the UC, supporting them in the respective communications, negotiations, legal arrangements, resource mobilization and facilitating their access to the required capital.
6. The 15 targeted women's cooperatives are support to efficiently and sustainably access and link services provided by other actors in the agricultural sector. This includes linking them with the marketing facilitation and promotion activities and services of Palestine Trade Centre (Pal Trade), the capacity building and coaching services of the Palestinian Agricultural Cooperatives Union (PACU) and the funding and business development support opportunities of other donors and implementing organizations, including 2 anticipated, and highly relevant, projects funded by the Global Affairs Canada (GAC).
7. Develop the main lessons learned, and compile for future learning.

2.2 Description of Services

The Service Provider will work under the direct supervision of FAO management team to implement its mandated activities which will include:

- 1- **Identifying and prioritizing the in-kind and technical capacity development needs for the selected cooperatives/associations.** This will include conducting a tailored consultative needs assessment for the targeted women's cooperatives/associations which will result in identifying the in-kind and capacity development needs for these cooperatives to improve and upgrade their institutional capacities in delivering services to their members and communities and running an economic, viable and sustainable business. The needs assessment shall be followed by developing the related bills of quantities, technical specifications and capacity development programmes for the identified needs. The Service Provider will work under the supervision of the FAO and in close consultation with the Ministry of Agriculture (MoA) to ensure the delivery and distribution of the in-kind support to the selected cooperatives/associations, and ensure that this support is properly and efficiently utilized by the beneficiaries to achieve the intended aims. This includes conducting regular supervision, follow-up field visits and providing continuous support and technical advice to the beneficiaries. The geographical distribution of the selected cooperatives/associations is listed in Annex II.
- 2- **Providing capacity development to the target beneficiaries through regular coaching and mentoring field visits.** The Service Provider will provide technical support, supervision and follow-up, and coaching to the beneficiaries through:
 - Delivering 300 coaching and mentoring field visits to the targeted women's cooperatives/associations and their members aiming to support them utilizing and applying improved and innovative practices and technologies in upgrading their agri-food processing



businesses and strengthening their administrative and financial management capacities and performance. The field coaching and mentoring visits shall build on and complement the training and other capacity development activities delivered by the Service Provider and other involved partners (FAO, Pal Trade, PACU). The ultimate aim of the field visits is to provide day-to-day supervision and on-job coaching to ensure actual and feasible adoption and application of improved and innovative practices and technologies in the daily operational and management practices of women's cooperatives.

- Generating a tailored learning and development plans for each participating cooperative indicating the top three expected improvements expected during the following year, through a training, coaching and mentoring approach.
- Organizing 15 knowledge transfer and experience exchange visits to food processing factories and marketing companies, as well as other technology transfer events inside the West Bank (exhibitions, field days, etc.). This also includes the organization of experience and knowledge exchange visits among women's cooperatives/associations themselves.
- Delivering 120 training to the selected cooperatives and their members, to improve their capacities for the adoption and efficient application of improved food processing systems and quality control and assurance systems, as well as in enhancing their marketing and communication capacities. This will also include trainings on tailoring their food processing systems to accommodate for the demand of local and international markets, based on the market analysis that will be conducted by Pal-Trade.
- Adapt the available training material to create a tailored country project-training curriculum covering the different levels of capability.

3- **Delivering continuous facilitation, guidance and supervision services to the 15 targeted women's cooperatives/associations and their members to promote their access to necessary services and feasible/. Sustainable business development opportunities/partnerships and networks.** To this end, the service provider shall provide continuous support through facilitation, supervision, guidance and follow up to these women's cooperatives/associations to enable them to efficiently and sustainably access and link to services of the cooperatives owned Umbrella Company, including services of marketing and promotion, capacity development and technology transfer, access to quality and cost efficient inputs, access to financial services, quality certification and branding and advocacy. This includes supporting the women's cooperatives in adapting and upgrading their businesses to meet the market demands identified by the UC, enabling them in identifying and assessing several scenarios for their engagement in/integration with the UC, supporting them in the respective communications, negotiations, legal arrangements, resource mobilization and facilitating their access to the required capital.

4- **Delivering continuous facilitation, guidance and supervision services to the 15 targeted women's cooperatives/associations and their members** to enable them to efficiently and sustainably access and link to the services of other agribusiness actors, most importantly the marketing facilitation and promotion activities and services of Palestine Trade Centre (Pal Trade), the capacity building and coaching services of the Palestinian Agricultural Cooperatives Union (PACU), as well as to efficiently explore and access funding and business development support opportunities of other donors and implementing organizations, including 2 anticipated, and highly relevant, projects funded by the Global Affairs Canada (GAC). The Service Provider shall complement the roles and activities of Pal Trade and PACU through supporting the women's cooperatives engagement in the activities to be implemented by both organizations under the framework of the mentioned FAO project and ensure that the interests and needs of the women's cooperatives are fully addressed and considered in the capacity building, promotion, market studies activities of Pal Trade and PACU.

Additionally, the Service Provider will be a member of the Joint Technical Committee (JTC) of the overall project, whose main function is to inform and coordinate technical and operational aspects of project implementation.

2.3 Workplan and Timeframe (Duration)

The expected time duration for the implementation of assigned activities is 18 months.

Expected deliverables to be achieved	Expected implementation timeframe						Expected delivery deadline
	2018				2019		
	Q1	Q2	Q3	Q4	Q1	Q2	
Deliver a detailed list of in-kind and capacity development needs for 15 women's' cooperatives/associations is developed following a consultative needs assessment process. Additionally, detailed and well formulated bills of quantities, technical specifications and capacity development programs are developed							2 months from entry into force
- Sub-activity 1							
- Sub-activity 2							
- ...							
Generate a tailored learning and development plans for each participating cooperative indicating the top three expected improvements expected during the following year, through a training, coaching and mentoring approach.							3 months from entry into force
- Sub-activity 1							
- Sub-activity 2							
- ...							
Provide 15 women's cooperatives/associations, including 500 members, with 120 technical trainings to improve their capacities and knowledge for the adoption of improved food processing and quality control and assurance systems, as well as on their packaging, labelling and marketing, and their communication skills; as well as on tailoring their food processing systems to meet local and international demand.							9 months from entry into force
- Sub-activity 1							
- Sub-activity 2							
- ...							
Provide 15 women's cooperatives/associations, including 500 members, continued and tailored technical support through delivering 300 extension and technical support field visits, resulting in the adoption of improved food processing and quality control and assurance							15 months from entry into force

systems, and improving packaging, labelling and marketing of their products; as well as on tailoring their food processing systems to meet local and international demand.							
- Sub-activity 1							
- Sub-activity 2							
- ...							
Deliver 15 knowledge transfer and experience exchange visits to food processing factories and marketing companies, as well as other technology transfer events inside the West Bank.							15 months from entry into force
- Sub-activity 1							
- ...							
Facilitate the access of 15 women's cooperatives/associations to business investment and development opportunities through linking them with agribusiness related actors such as the Umbrella Company, as well as other support opportunities provided through the GAC funded project and/or other projects (Pal Trade, PACU, and other GAC-funded projects).							Continuous
- Sub-activity 1							
- ...							
Provide a detailed report outlining the outcomes of the training and the main lessons learnt.							18 months from entry into force
- Sub-activity 1							
- ...							

2.4 Monitoring Mechanisms and Reporting Requirements

Progress report will include details on the achievement mentioned in the table below. The Service Provider shall submit to the Responsible Officer (through the FAO Deputy Project Manager) three comprehensive reports consisting of a narrative and financial status. The narrative reports must be sufficiently detailed to allow certification of deliverables and of expenditures. The financial reports shall be signed and certified as to its correctness by a duly designated representative of the Service Provider (e.g. executive officer, chief financial officer, chief accountant or similar). The final report will be cumulative of all the activities implemented during the period of the agreement and will include a financial expenditure report as well.

Report	Due Date	Main deliverables
Interim report 1 (narrative and financial report)	Within 15 days of the end of 6 months period from signing the agreement	Training needs assessment and detailed bill of quantities, technical specifications and capacity building development programs have been developed 100 tailored extension and coaching visits to the targeted beneficiaries are conducted 40 training days are delivered to the targeted beneficiaries 5 knowledge transfer and experience exchange visits are organized

Interim report 2 (narrative and financial report)	Within 15 days of the end of 12 months period from signing the agreement	100 tailored extension and coaching visits to the targeted beneficiaries are conducted 40 training days are delivered to the targeted beneficiaries 5 knowledge transfer and experience exchange visits are organized
Final report (narrative and financial report)	At the end of the agreement	100 tailored extension and coaching visits to the targeted beneficiaries are conducted 40 training days are delivered to the targeted beneficiaries 5 knowledge transfer and experience exchange visits are organized 15 women's cooperatives/associations have developed their required capacities and networks to access services and programs provided by the Umbrella Company, Pal Trade, PACU and other relevant organizations Training report outlining the main outcomes and lessons learnt

3. Inputs to be provided in kind by FAO:

FAO will directly follow up and supervise activities of the Service Provider; procure inputs which will be delivered to selected beneficiaries; supervise and monitor field activities as well as provide technical, operational, financial and managerial services to the women's cooperatives based on the needs identified by the Service Provider and within the framework of the project.

4. Detailed budget

BUDGET FOR LETTER OF AGREEMENT WITH:					
PROJECT/REFERENCE CODE:					
	Items Description	Unit of measurement	Qty (no. of units)	Unit Cost (USD)	Total Cost (USD)
1	HUMAN RESOURCE INPUTS (staff, consultants, advisor...)				
1.1	Project Coordinator				
1.2	...				
....	...				
	<i>Sub-total Category Human resource costs</i>				
2	TRAVEL (inland travel, transport.....)				
2.1	Transport				
2.2	...				
....	...				
	<i>Sub-total Category Travel</i>				
3	INPUTS AND SERVICES				
3.1	...				
3.2	..				
....	...				
	<i>Sub-total Category Inputs and Services</i>				
4	OTHER (Communication, ...)				
4.1	...				



4.2	..				
.....	...				
	<i>Sub-total Category Other</i>				
	TOTAL COSTS				
	FAO'S MAXIMUM FINANCIAL LIABILITY	GRAND	TOTAL		

5. Responsible Officer

The Responsible Officer named in the Agreement has been designated by the Budget Holder responsibility to manage and monitor the proper implementation of the Agreement on behalf of FAO and to certify to the Budget Holder that the terms of the Agreement have been satisfactorily met and that appropriate payments can be made.

6. Reimbursements

The service provider will reimburse of any overpayments that may have been effected or excess funds, which may remain after completion of the services.



Annex II

Geographical distribution of the targeted women cooperatives/associations

Governorate	Number of targeted cooperatives	Main products
Jenin	2	Fresh herbs, jams, dairy, vegetables and Freeka
Tulkarem	1	Fresh herbs, honey
Qalqilia	2	Fresh herbs, olive oil, pickles
Tubas (including North Jordan Valley)	2	Fresh herbs and dairy
Jericho	1	Dates
Nablus	3	Organic vegetables, sambousek, olives and fresh herbs
Hebron	2	Maftool, fruits (grapes), jams
Jerusalem	1	Dairy products
Salfit	1	Organic vegetables
Total	15	

