

Appendix A - Terms of Reference (TOR)

1. Background

The Ministry of Agriculture and Food Security of the Mozambican Government (MASA) implements the Triangular Cooperation Programme for Tropical Savannah Agriculture Development in Nacala Corridor (ProSAVANA) with support of the Brazilian Agency of Cooperation (ABC) and the Japan International Cooperation Agency (JICA).

ProSAVANA aims to create new agricultural development models, taking into account the natural environment and socio-economic aspects, and seeking market-orientated agricultural/rural/regional development with a competitive edge to improve the livelihood of inhabitants of the Nacala Corridor through inclusive and sustainable agriculture and regional development by (1) improving and modernizing agriculture to increase productivity and production, and diversifying agricultural production, and (2) creating employment through agricultural investment and establishment of a supply chain. The target beneficiaries are the inhabitants along the Nacala Corridor involving the Provinces of Nampula, Niassa and Zambezia, most of who are small-scale farmers.

Three projects have already been launched: the Project for Improving Research and Technology Transfer Capacity for Nacala Corridor Agriculture Development (ProSAVANA-PI) from May 2011 to April 2016; the Support of Agricultural Development Master Plan for Nacala Corridor in Mozambique (ProSAVANA-PD) from March 2012; and the Project for the Establishment of Development Model at Communities' Level with Improvement of Rural Extension Services under Nacala Corridor Agriculture Development in Mozambique (ProSAVANA-PEM) from May 2013 to May 2019.

ProSAVANA-PD aims to formulate an Agricultural Development Master Plan that contributes to the social and economic development of the Nacala Corridor. It seeks to both promote a sustainable production system and achieve poverty reduction. ProSAVANA-PD proposes development projects to overcome constraints on the development of the Nacala Corridor, in close consultations with all related stakeholders.

In the first semester of 2015, MASA organized a series of public hearing meetings based on the first draft of the Master Plan ("Draft Zero") in 19 districts, 3 provincial capitals and Maputo in order to collect stakeholders' opinions and reflect them in the following versions of draft Master Plan. However, some civil society organizations are criticizing the process and way of conduction of those meetings.

Under such circumstances, efforts should be made in order to improve the stakeholder engagement for facilitating the consultation process of ProSAVANA-PD including next round of public hearings through establishment of a platform of stakeholder engagement.

2. Objectives of the Assignment

- 2.1 A platform of stakeholder engagement for ProSAVANA is established with the involvement of key stakeholders related to the agriculture sector,
- 2.2 Recommendations for the ProSAVANA-PD consultation process, including the second round of public hearings, are made by the stakeholders in the platform.

3. Scope of Services, Tasks (Components) and Expected Deliverables

3.1 Summary

Within five months the Consultant will:

- 1) Conduct individual consultations with stakeholders and Interviews with relevant government departments, and produce a stakeholder engagement report.
- 2) Organize and conduct preliminary meetings with stakeholders where it is expected that the establishment of a dialogue platform is agreed.
- 3) Facilitate discussions in the first meeting of the dialogue platform where terms of reference (ToR) and functioning of the platform are expected to be agreed.
- 4) Facilitate discussion in subsequent meetings of the dialogue platform where it is expected that recommendations for the consultation process of ProSAVANA-PD be formulated within the duration of the contract.

3.2 Scope of Services and Tasks

- 1) Grasp overall situation of ProSAVANA, identify key stakeholders, particularly CSOs, and understand their understanding and interest in ProSAVANA through literature review, information collection and interviews with ProSAVANA staff.
- 2) Formulate an interview format for individual consultations with key stakeholders. The format needs to be approved by ProSAVANA HQ and JICA prior to commencement of the individual consultations.
- 3) Prepare a tentative schedule for individual consultations which needs to be approved by ProSAVANA HQ and JICA prior to commencement of the consultations. The Consultant is expected to have individual consultations with as many stakeholders as possible in national level as well as provincial levels of Nampula, Niassa and Zambezia within 4 weeks.
- 4) Conduct individual consultations with the stakeholders. Through the individual consultations, those who demonstrate willingness to engage in dialogue on ProSAVANA will be invited to meetings described in 3.7.
- 5) Design and conduct a similar set of interviews with relevant government departments, but with additional questions designed to gauge their interactions with civil society. The interviews are expected to be conducted in parallel with the individual consultations within four weeks. A List of target departments and questionnaire need to be approved by ProSAVANA HQ and JICA prior to commencement of the interviews.
- 6) Prepare a report and presentation materials on the results of the individual consultations and interviews with identified major factors of conflict and key areas of mutual interest, suggesting creation of a dialogue platform (stakeholder engagement platform), in order to be shared in preliminary meetings described in 3.7. The report and presentation materials need to be approved by ProSAVANA HQ and JICA prior to the preliminary meetings.
- 7) Organize and conduct preliminary meetings to share the report described in 3.6 with consulted stakeholders if necessary. A plan for the preliminary meetings with date, venue, list of organizations/ individuals to be invited and meeting agenda need to be prepared and approved by ProSAVANA HQ and JICA in advance. In the preliminary meetings, it is expected that decision is made by sufficient stakeholders to create a

dialogue platform. Based on the decision, the first meeting of the dialogue platform will be convened by MASA.

- 8) Prepare draft terms of reference (ToR) and functioning for the dialogue platform together with a facilitation plan. These need to be approved by ProSAVANA HQ and JICA in advance and are expected to be agreed in the first meeting of the dialogue platform. The first meeting is expected to be held in Nampula city followed by at least two subsequent meetings to be held somewhere in Nacala Corridor subject to discussion made in the platform.
- 9) Facilitate discussions in the platform meetings. It is expected that through those meetings, a consensus is formed on recommendations for the consultation process of ProSAVANA-PD (Master Plan), particularly the second round of public hearings.

3.3 Expected Deliverables

- 1) Inception report with complete work plan produced which should be submitted by 26th, November, 2015.
- 2) Terms of reference and functioning of the dialogue platform drafted which should be done by 7th, December, 2015.
- 3) Stakeholder engagement report produced which should be submitted by 15th, December, 2015.
- 4) Stakeholder Engagement Platform established and functioned which should be done by 20th, January, 2016.
- 5) Roadmap of the consultation process which should be drafted by 22nd, February, 2016.
- 6) Final report draft documenting the process, with lessons learned and recommendations for next steps and future Interventions produced which should be submitted by 21st, March, 2016.

4. Team Composition & Qualification Requirements for the Experts (and any other requirements which will be used for evaluating the Experts)

One team leader, with at least 10 years of experience in stakeholder engagement with particular emphasis on:

- 1) leading and managing stakeholder engagement in at least one International project that involves small-scale farmers, preferably in Northern Mozambique, and,
- 2) conducting at least five stakeholder meetings as a moderator or a facilitator preferably in Northern Mozambique.

One communication specialist, with at least 5 years of experience. Working experience in public relations that involves civil society organizations in Mozambique is preferable.

Two civil society specialist, with at least 5 years of experience in stakeholder consultation that involves civil society in Mozambique.

5. Reporting Requirements and Time Schedule for Deliverables

5.1 General condition

The Consultant is supposed to report to both ProSAVANA HQ in MASA and JICA Mozambique office. Both can provide necessary instructions to the Consultant with sufficient coordination between them.

5.2 Reporting requirements

- 1) Inception report
 - a) Number of copies: 2 copies both for ProSAVANA HQ and JICA
 - b) Date of submission: by 26th, November, 2015
- 2) Stakeholder engagement report and presentation materials
 - a) Number of copies: copies necessary for participants of the preliminary meetings plus 2 copies and 1 CD-ROM with electronic data both for ProSAVANA HQ and JICA
 - b) Date of submission: by 15th, December, 2015
- 3) Final report draft
 - a) Number of copies: 2 copies both for JICA and MASA
 - b) Date of submission: 21st, March, 2016

6. Others

Upon successful completion of the assignment, the Consultant may be invited to another assignment with separate contract, for moderating and facilitating the second round of public hearings.

Form of Contract

**CONTRACT FOR CONSULTANT'S SERVICES
(Time-Based)**

Project Name: ~~CONSTITUTIONAL REFORMS AND LEGISLATION~~

between
Japan International Cooperation Agency Mozambique Office
and
MAJOL Consultoria e Servicos,
Dated: 2nd, November, 2015

This CONTRACT (hereinafter called the "Contract") is made the second day of the month of November, 2015, between, on the one hand, Japan International Cooperation Agency (JICA) Mozambique office (hereinafter called the "Client") and, on the other hand, MAJOL (hereinafter called the "Consultant")

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The Conditions of Contract;
 - (b) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Experts
 - Appendix C: Remuneration and Reimbursable Expenses

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Conditions of Contract; Appendix A; Appendix B; Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.



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For and on behalf of International Cooperation Agency (JICA) Mozambique office


Katsuyoshi S
Chief Representative
Japan International
Cooperation Agency (JICA) Mozambique Office

For and on behalf of MAIOL


Director General

For and on behalf of International Cooperation Agency (JICA) Mozambique office


Katsuyoshi S
Chief Representative
Japan International
Cooperation Agency (JICA) Mozambique Office

For and on behalf of MAIOL


Director General

Conditions of Contract

A. General Provisions

1. Law Governing Contract
This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws and any other instruments having the force of law in Mozambique.

2. Language
This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

3. Communications
Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in English. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified as follows:
A Party may change its address for notice hereunder by giving the other Party any communication of such change.

For the Client
Address: Av. 24 de Julho No 7, 11 andar Maputo, Mozambique

Attention: [REDACTED]
Telephone: 21-486357
Facsimile: 21-486356
E-mail: [REDACTED]

For the Consultant

Address: Rua da Massala n° 241, Bairro do Trindão, Maputo, Mozambique

Attention: [REDACTED]
Telephone: +258 84 33 33 338
Facsimile: [REDACTED]
E-mail: [REDACTED]

4. Authorized Representatives
Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified as follows:
For the Client: Katsuyoshi SUDO, Chief Representative
For the Consultant: [REDACTED] Director General

5. Good Faith
The Parties undertake to act in good faith with respect to each other's rights under this Contract, and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

B. Modification and Termination of Contract

6. Entire Agreement
This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

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7. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

8. Force Majeure

8.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.

8.2 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure.

8.3 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

8.4 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

8.5 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

8.6 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

9. Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services.

10. Termination

This Contract may be terminated by either Party as per provisions set up below:

- The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client shall give at least fifteen (15) calendar days' written notice of termination to the Consultant:
 - If the Consultant fails to remedy a failure in the performance of its obligations hereunder;
 - If the Consultant becomes insolvent or bankrupt;
 - If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) calendar days;

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 - If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) calendar days;

C. Obligations of the Consultant

11. General

11.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.
11.2 The Expert(s) of the Consultant means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.

12. Confidentiality

Except with the prior written consent of the Client, the Consultant shall not at any time, even after the termination of the Contract, communicate to any person or entity any confidential information acquired in the course of the Services.

13. Reporting Obligations

The Consultant shall submit to the Client the reports and documents specified in Appendix A (Terms of Reference). In the form, in the numbers and within the time periods set forth in the said Appendix. Such reports and documents shall become and remain the property of the Client, including its intellectual property rights, upon delivery thereof.

14. Inspection

14.1 The Client shall inspect the Services (or a part of the Services, in such case), based on the said reports and documents within 10 days after receiving them.
14.2 If the Client cannot approve any part of the Service, the Consultant shall submit such further information and make such change in the said reports and documents as the Client may reasonably require.

(d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
(e) If the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.

10.2 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (b) of this Clause.

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) calendar days.

10.3 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) Remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination;
- (b) If the advance payment had already paid to the Consultant, the amount of the advance payment shall be reduced from the amount defined in paragraph (a) above.
- (c) In the case of the paragraph (b) above, if there is still a balance of the advance payment, the Consultant shall refund the balance to the Client.

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- (c) In the case of the paragraph (b) above, if there is still a balance of the advance payment, the Consultant shall refund the balance to the Client.

15. Liability of the Consultant

14.3 Promptly after the approval of the Services (or a part of the Services, in such case) by the Client, the reports and documents said above shall be delivered to the Client.

The Consultant shall be responsible for, and shall indemnify, the Client from and against any and all losses and damages during or in connection with the Services caused by intentional or negligent act of the Consultant.

16. Additional Work

If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause 18, the Parties shall sign a Contract amendment.

17. No Replacement of Experts

Except as the Client may otherwise agree in writing, no changes shall be made in the Experts.

D. Payment to the Consultant

18. Ceiling Amount

An estimate of the cost of the Services is set forth in Appendix C (Remuneration and Reimbursable Expenses). Payments under this Contract shall not exceed the ceilings specified below.

The ceiling is: 45,870 USD inclusive of local indirect taxes.

Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Client to the Consultant.

The amount of taxes is 5,907.5 USD.

For any payments in excess of the ceilings hereof, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

19. Remuneration and Reimbursable Expenses

19.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

All the costs related to travels to the provinces are not included in this contract payment, but will be paid by the Client according to the table of the Client. The number of travels will be agreed when the detailed plan is submitted, but cannot be less than 3 trips for 4 consultants.

19.2 All payments for remuneration shall be at the rates set forth in Appendix C.

19.3 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, and (iii) the Consultant's profit.

20. Currency of Payment

Any payment under this Contract shall be made in USD.

21. Mode of Billing and Payment

21.1 Billings and payments in respect of the Services shall be made as follows: Payment will be done against the approval of the deliverables by the Client, 25% for the first deliverable, another 25% for the second and 50% for the third.

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For any payments in excess of the ceilings hereof, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

19. Remuneration and Reimbursable Expenses

19.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

All the costs related to travels to the provinces are not included in this contract payment, but will be paid by the Client according to the table of the Client. The number of travels will be agreed when the detailed plan is submitted, but cannot be less than 3 trips for 4 consultants.

19.2 All payments for remuneration shall be at the rates set forth in Appendix C.

19.3 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, and (iii) the Consultant's profit.

20. Currency of Payment

Any payment under this Contract shall be made in USD.

21. Mode of Billing and Payment

21.1 Billings and payments in respect of the Services shall be made as follows: Payment will be done against the approval of the deliverables by the Client, 25% for the first deliverable, another 25% for the second and 50% for the third.