



**Expert contract
No. 16at-6480-16at-6480**

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The Netherlands

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www.agriterra.org
Bank (IBAN):
NL67RABO 0162146280

Agriterra, the address and other key data of which appear in the margin of this page, represented by Cees van Rij, manager agri-advice, and

Asian Farmers Association for Sustainable Rural Development, represented by Esther Penunia, managing director,

have agreed as follows:

1. Marciano Jr Tividad Virola, residing at Rm 201 Partnership Center, 59 C. Salvador St., Loyola Heights 1108 Quezon City, Philippines, henceforth to be called the EXPERT, will execute several training missions in the Asian region in the period 1 May until 31 December 2016.
2. The mission will be carried out according to the Terms of Reference, which are part of the present agreement.
3. The EXPERT will carry out the mission in close co-operation with the responsible persons team Asia of Agriterra, represented by Luc Groot, business advisor for Agriterra.
4. AFA can propose and send a replacement for Marciano Jr Tividad Virola for carrying out his assignments only when agreed upon by Agriterra. Mission earnings will be renegotiated on the basis of the experience of the replacement sent by AFA.
5. The mission report will be drafted according to Agriterra's guidelines (Annex 2), in the English language.
6. Agriterra will cover the cost of the international journey for assignments and will send the ticket to the EXPERT. Likewise, Agriterra will pay for any required visa.



Foundation Agriterra
Chamber of Commerce
41 048542

Member of AgriCord

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7. The mission earnings are EUR 200 per day, VAT included. The mission consists in principle of 35 days. This number of days can be reviewed by Agriterra, in concertation with the EXPERT, based on the work plan. The final amount to be paid depends on the number of realised and approved days by Agriterra.
8. 50% of the aforementioned earnings will be deposited into the bank account, as provided by the Asian Farmers Association for Sustainable Rural Development on the bank form (Annex 3), upon the start of the mission and on condition Agriterra has received this agreement, its annexes and said bank form duly signed or initial-signed where applicable. Agriterra will deposit the remaining 50% of the earnings upon approval of the consultancy report, which has to be rendered no later than one month after the completion of the mission.
9. Modifications in the itinerary of the mission will be taken into account when the final payment is due.
10. The costs of required vaccinations and travel in the country of origin to and from the airport are paid for by Agriterra but will be advanced by the EXPERT based on the regulations on travel costs (Annex 4). Upon completion of the mission the EXPERT is to send in a request for reimbursement of these costs. Agriterra observes hereby the UN stipulated DSA tables to calculate the maximum reimbursable amount, VAT included. If actual spending has exceeded the estimated amount, a request for reimbursement of the difference can be made.
11. The reimbursement amount will be deposited into the bank account, as provided by the EXPERT on the mission expense form (Annex 5), after Agriterra has received the completed bank form (Annex 5A) and the signed contract.
12. Lodging, meals and domestic transportation abroad will be advanced by the EXPERT based on the regulations on travel costs (Annex 4). Upon completion of the mission the EXPERT is to send in a request for reimbursement of these costs. Agriterra observes hereby the UN stipulated DSA tables to calculate the maximum reimbursable amount, VAT included. If actual spending has exceeded the estimated amount, a request for reimbursement of the difference can be made.
13. A travel insurance policy is concluded on behalf of the EXPERT by Agriterra. A copy of the policy conditions is available upon request.

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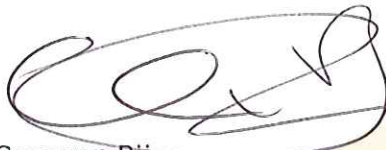
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14. The EXPERT declares to be aware of the rules of prevention and behaviour, as indicated in annex 6.

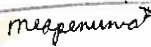
In case of a dispute, only Dutch law will apply. Disputes will be submitted either to Dutch judges or to the "Nederlands Arbitrage Instituut" (Netherlands Arbitration Institute, see <http://www.nai-nl.org/english/>).

For Agriterra

For Asian Farmers Association
for Sustainable Rural development

A handwritten signature in black ink, appearing to read "Cees van Rij".

Cees van Rij
manager agri-advice
Arnhem, 9 May 2016

A handwritten signature in black ink, appearing to read "Esther Penunia".

Esther Penunia
managing director
Quezon City, 16 May. 2016

Annexes:

1. ToR
2. Report guidelines
(digital available: www.agriterra.org/guidelines/).
3. Bank form organisation
4. Regulations on travel costs
(digital available: www.agriterra.org/guidelines/).
5. Mission expense form EXPERT
(to be send by email)
- 5A. Bank form Mr Virola
6. Rules of prevention and behaviour
(digital available: www.agriterra.org/guidelines/).

Annex 1

Contract no. 16at-6480-16at-6480

Terms of Reference - Mission 7545

Training FOs in Asia to increase lobby skills and systematize advocacy work (FACT)

Mission 7545 "Training Farmers' Organisation in Asia to increase lobby skills and systematize advocacy work" is an assignment within the framework of project 16at-6480 in Asia.

The Agriterra business advisor responsible for this assignment is Luc Groot. In case of changes in the assignment and/or programme the business advisors have to be consulted immediately.

Background

Farmers Advocacy Consultation Tool (FACT), previously called Participatory Generation of Policy Proposals, is an approach where farmers organisations get acquainted with a systematic way to the farmers advocacy process. This approach consists of four pillars namely 1) consultation to membership; 2) participatory research; 3) writing SMART proposals; 4) lobby mapping and stakeholder analysis for lobby and advocacy.

The Farmers Organisations learn this approach through a combination of workshops and applying this knowledge in their own advocacy programme situation. The FACT training programme facilitates them both during the workshops as the period between and, if needed, directly after the workshops.

In 2016 a number of Farmers Organisations in Asia recognised the need to further strengthen their advocacy approach in order to become more effective in their work. They requested Agriterra to be involved in a FACT programme to learn in a structured manner how to improve their present advocacy methods.

It is expected that at the end each involved farmers organisation will be able to elaborate in a participatory manner **policy proposals for advocacy purposes** in order to increase production, get a certain price stability, access to marketing, land, credit, education, extension.

Agriterra

Agriterra is a development agency founded and steered by the farmers' organisations and agricultural cooperatives in the Netherlands. Its mandate is to strengthen producers' organisations worldwide. Agriterra mainly acts as a facilitating agency and provides advisory services to farmers organisation to enable them to:

- Systematize their advocacy efforts
- Improve their lobby skills
- Access to public funds
- Achieve policy changes with economic benefits for members

For farmers' organisations, Agriterra specifically supports advocacy and advisory services by training, exchange and advise. But also organisational development is being supported as advising on governance and financial systems.

The FACT tool is provided to farmers' organisations by initially doing a FACT training trajectory, guided by Agriterra. In a later stage Agriterra advises Farmers Organisations how to institutionalise FACT in day-to-day advocacy work.

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Mission

- Jun Virola will be the main responsible for carrying out this assignment on behalf of AFA.
- Main task is:
 - a) Providing FACT training workshops in Asia for Agriterra and backstopping of new FACT trainers in Vietnam and Nepal.
 - b) Reporting on FACT workshops and trajectories
- Requests for providing FACT training workshops will be coming via Agriterra advisors. Luc Groot coordinates with AFA on time management.
- Total duration is 35 days from 1 May until 31 December 2016.

Objective(s)

1. The use of FACT will be further spread within farmers' organisations in Asia.
2. Facilitators from Asia feel confident with the complete training set, the field handbook and the ToT to continue training Farmer Organisations in the FACT approach.

Activities

- Activities will be carried out on demand by Agriterra.
- Luc Groot will coordinate with AFA.
- Requested services to be carried out by AFA have to be communicated at least 2 months before the start of the activities by Agriterra. AFA will then provide the services as stipulated in this ToR and the contract.

Expected results

- 4 FACT trainings and Master Trainings conducted in Asia.

Report guidelines

1. A brief back to office report is required for every individual mission or workshop in 2016. Reporting guideline is to be found here: <https://www.agriterra.org/guidelines/>
2. A consolidated back to office report covering all workshops and missions of Jun Virola and lessons learnt in 2016. Reporting guidelines is to be found here: <https://www.agriterra.org/guidelines/>

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Annex 4 - Travel costs regulation

Agriterra arranges travel budgets and manages travel costs according to the following rules:

- Agriterra books and pays for international land and air travel tickets for the expert who will be travelling abroad. Agriterra is responsible for accessing and communicating instructions for obtaining visas (if necessary) and for covering the costs of the visas that are required.
- Agriterra reimburses costs incurred from the day of departure from the expert's home until his or her day of arrival in The Netherlands. In The Netherlands these costs must be paid in advance by the expert and include the costs of travel between the expert's home and the airport (both ways), airport taxes, the purchase of more comfortable seats on planes, vaccinations, taxis, etc. and also the insurance costs for business trips that Agriterra pays directly. Agriterra bases its standard fees on the United Nations' DSA¹ for The Netherlands, excluding hotels (2 days in the home country).
- Accommodation costs in foreign countries are covered by Agriterra. Agriterra decides which of the following scenarios applies:
 1. The traveller pays for all costs during the assignment abroad and keeps all invoices² and receipts, which must then be included in the claims form to be filled out by the traveller. Agriterra normally applies an amount in euros that is based on the United Nations' DSA for the places abroad that the expert travels to. *This is Agriterra's standard way of calculating these costs.*
After consulting with the Business Advisor, the expert may submit a request to receive 50% of the standard amount as a prepayment. If this prepayment is approved, Agriterra will transfer the remaining amount once the mission has concluded, following receipt of any credit card statements from the expert, if there are any.
 2. The host organisation arranges and pays for all items associated with accommodation (lodging, meals and transport). In this case, the host organisation receives a lump sum that is equivalent to 86% of the applicable DSA. *This option can only be used if it has been approved by the Agri-advisory Department Manager.*

If it can be proven that the actual costs exceed the pre-established standard amount, the higher costs will also be reimbursed after Agriterra has approved them. This may occur if the visiting expert needs to rent a car for his or her own use during the mission, or if it is necessary to take domestic flights during the visit abroad.

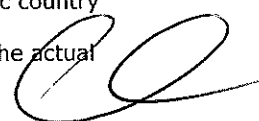
To avoid any possible conflict of interest of a personal or business nature, the following two additional guidelines apply:

- Agriterra discourages experts from travelling with their spouses, except of course if the spouse also fulfils a role in the same mission. This rule stands regardless of whether or not the costs are covered by Agriterra. Any request for an exemption to this rule must be submitted to the Agri-advisory Department Manager by the expert or the Business Advisor involved.
- Likewise, Agriterra discourages the expert from taking a vacation in the country of destination prior to, or after the conclusion of, the actual mission (with the exception of days required for rest and acclimatisation). Any request for an exemption must be submitted to the Agri-advisory Department Manager by the expert or the Business Advisor involved. In general terms, this applies to requests dealing with trips that have some kind of personal dimension. For all such cases, Agriterra officers must leave the decision up to the Agri-advisory Department Manager.

¹ DSA = Daily Subsistence Allowance, which is an amount for accommodation costs per day for a specific country established by the Dutch government on the basis of UN guidelines.

² If there is no receipt (for example, for taxis), this should be mentioned in the claims form along with the actual costs.

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Annex 3
Contract no. 16at-6480-16at-6480



BANK ACCOUNT FORM AFA

Please complete this form with details of the account and bank to which Agriterra has to transfer the agreed contribution.

Local bank:

Swift code of the Bank RCBCPHMM

IBAN-code of your Bank-account
(for European countries) _____

Your Bank-account number
(for non-European countries) 8-193-00400-9

Name of the bank RIZAL COMMERCIAL BANKING CORPORATION (RCBC)

Address of the bank MQI BLDG., Rosa Alvero corner Esteban Abada Sts., Loyola Heights

Code/Place/Country 1108 Quezon City, Philippines

Is this Bank-account a foreign exchange account? NO Yes/No

Type of foreign currency EURO EURO / USD / Other: _____

Name of accountholder¹⁾ ASIAN FARMERS' ASSOCIATION FOR SUSTAINABLE RURAL DEV'T. (AFA) INC

Address RM. 206 PARTNERSHIP CENTER 59C SALVADOR STS., LOYOLA HEIGHTS

Code/Place 1108 QUEZON CITY

Country PHILIPPINES

(if applicable:)

Intermediate bank: Swift code

Name of the bank _____

Address of the bank _____

Code/Place/Country _____

Account number(of local bank) _____

Signed by²⁾

For the Organisation _____

Name SHIMPEI MURAKAMI

Position CHAIRPERSON

Date 16 May 2016

Signature

Name MA. ESTRELLA PENUNIA

Position SECRETARY GENERAL

Date 16 May 2016

Signature

¹ Agriterra stipulates that the bank account must be in the name of the Organisation which signs the contract.
² This Form must be signed **by two competent authorities** within the Organisation



BANK ACCOUNT FORM M. VIROLA

Data of the bank account to which Agriterra has to transfer the agreed contribution

Local bank: swift code -----

Name of the bank -----

Address of the bank -----

Code/Place/Country -----

Account number -----

Is this a foreign exchange account? Yes/No

Type of foreign currency -----

Name of accountholder ¹⁾ -----

Address -----

Code/Place -----

Country -----

(if applicable:)

Intermediate bank: Swift code -----

Name of the bank -----

Address of the bank -----

Code/Place/Country -----

Account number (of local bank) -----

Signed by ¹⁾

For the Expert

Date -----

Signature

¹ Agriterra stipulates that the bank account must be in the name of the Expert who signs this form

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