

**AgResults Tanzania Dairy Productivity Project
Competitor Request for Applications Transmittal Letter**

Date: 6 January 2020

Dear Applicant:

On behalf of the **AgResults Tanzania Dairy Productivity Project**, the Project Manager (PM) Land O'Lakes Venture 37 invites your organization to participate in a prize competition through which the Project aims to test Pay-for-Results mechanism approaches to scaling up innovative technologies, tools, and approaches to increase dairy productivity through the use of improved input. The competition will take place in the coastal region of Tanzania, and specifically the regions of Dar es Salaam, Pwani, Tanga, and Morogoro (excluding Kilombero and Ulanga districts).

Land O'Lakes Venture 37 is calling for applications from potential Competitors who are established entities from the private, parastatal, and non-profit sectors to participate in the project.

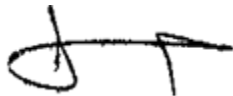
The below RFA outlines the competition background, objectives, and rules, and includes an application form. In submitting an application, your organization consents to the RFA terms, including the application procedures and instructions.

Please note the deadlines for receipt of the application, with all required signatures and certifications, is due no later than 1700 Hrs. EAT on **February 28, 2020**. Application documents must be submitted in one email to AgResultsTanzania@gmail.com or hand delivered to Veterinary Complex;131 Nelson Mandela Road, Dar es Salaam. *Please indicate "**Competitor RFA-AgResults Tanzania Dairy Productivity Project**" in the subject line of the email or on the cover page.*

The Project management team will review applications according to the criteria described herein. The applicants whose applications meet the selection criteria will be invited to participate in the competition.

We encourage you to submit an application and join us for a chance to win prizes and contribute to the development of a dairy sector in Tanzania. Should you have any questions or comments please direct them to NMrema@landolakes.org. We appreciate your timely response to this RFA and look forward to cooperating with you on this important project.

Sincerely,



Neema Mrema
Project Manager Team Leader
AgResults Tanzania Dairy Productivity Project



Request for Applications

Tanzania Dairy Productivity Project Competitors

Point of Contact:

Neema Mrema, Team Leader

NMrema@landolakes.org

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This is a Request for Applications (“RFA”) from qualified and eligible private sector and parastatal entities to participate as Competitors in the AgResults Tanzania Dairy Productivity Challenge Project. The Project is a Pay-for-Results prize competition that incentivizes Competitors to sell “bundles” of productivity-increasing inputs to Smallholder Dairy Farmers (SHFs) by offering monetary prizes. This four-year project is designed to improve Smallholder Dairy Farmers’ (SHFs) access to productivity increasing inputs within the approved categories, including Vaccines, Parasite Control, Nutrition and Artificial insemination (AI). In addition to prizes for each eligible and approved input sold, bonuses are awarded for bundling inputs. To be eligible for prizes, Competitors must also provide advisory services to SHFs. The Project will take place in the coastal region of Tanzania, and specifically the regions of Dar es Salaam, Pwani, Tanga, and Morogoro (excluding Kilombero and Ulanga districts).

1. AgResults Background

The AgResults Initiative (“AgResults”) is a US \$145 million multilateral initiative financed jointly by the governments of Australia, Canada, the United Kingdom, the United States, and the Bill & Melinda Gates Foundation (each, a “Contributor”) that uses Pay-for-Results prize competitions to incentivize, or “pull”, the private sector to overcome agricultural market barriers by investing in innovative research and delivery solutions that improve the lives of smallholder farmers. In doing so, AgResults goes beyond traditional “push”, or upfront grant funding by harnessing private sector competition and innovation in spurring sustained market improvement. AgResults launched their first initiative in Tanzania in the dairy sector called “AgResults Dairy Productivity Challenge Project”.

The objectives of AgResults are to:

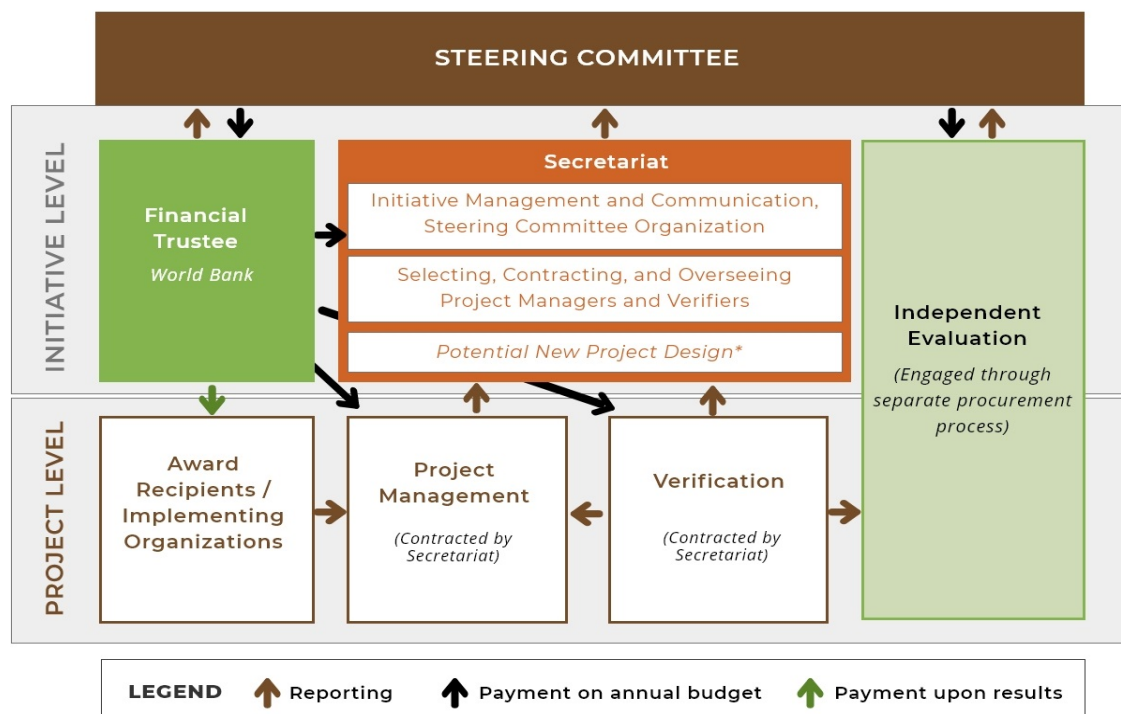
- (1) **Overcome market failures impeding agricultural innovations** by offering results-based economic incentives (known as Pay-for- Results mechanisms) to competing private actors for the adoption of new agricultural technologies; and to
- (2) **Test the effectiveness and efficiency of Pay-for-Results financing** in comparison with traditional approaches to the promotion and adoption of innovative agricultural technologies.

Several different bodies are involved in implementing AgResults:

- AgResults **Steering Committee**, comprising donor organization representatives and the Trustee, makes strategic decisions.
- The International Bank for Reconstruction and Development (IBRD, “The World Bank”) serves as the **Financial Trustee** of the AgResults initiative, manages Donor contributions in a trust fund, and manages disbursement of the prizes to the Competitors in accordance with the respective project terms, and contracts with the AgResults Secretariat and an Independent Evaluator.
- Deloitte Consulting is the current AgResults **Secretariat** and during its appointment is responsible for designing new projects as well as oversight, monitoring, and coordination of implementation of the approved AgResults projects.
- Land O’ Lakes Venture 37, manages the implementation of the Project (referred to as the “**Project Manager**”).

- **Competitors or Implementing Organizations** are organizations/companies that participate in the sales of input bundles and receive performance-based prizes if the results are achieved and verified.
- A **Sales Verifier** verifies, determines and certifies for the Project Manager whether the competitors have achieved the reported sales, which is required before any prize payments can be disbursed.
- The Steering Committee has also contracted with **Abt Associates** to serve as an **Independent Evaluator** of certain AgResults projects to measure impacts and to compare AgResults projects to traditional “push mechanism” development approaches.

The relationship among these parties is illustrated below:



2. AgResults Dairy Productivity Challenge Project Objectives

The AgResults Dairy Productivity Challenge Project (the “Project”), aims to strengthen the ability of SHFs to increase dairy productivity to meet the growing demand for milk and dairy products in Tanzania. Specifically, the Project’s objectives are the following:

1. Increase the delivery and use of inputs and services to SHFs that drive dairy productivity.
2. Increase income from dairy production and dairy consumption among participating SHFs.
3. Formalize value chain relationships and production in the dairy sector.

To achieve these objectives, AgResults implements a prize mechanism to award per-unit monetary prizes to Tanzanian private sector Competitors that successfully sell “bundles” of productivity-increasing inputs

to SHFs (the “Competition”). Competitors will be required to propose specific solutions within each approved category of inputs, including parasite control, nutrition, vaccines, and artificial insemination.

The prize competition is organized into sales periods.

The Competitors will be eligible to receive a per-unit performance-based prize based on the type and volume of inputs they’ve sold to SHFs at the end of each sales period, in accordance with the terms and conditions of the Competition. The sales periods are as follows:

Sales Periods:

Period 1 – June 1st, 2020 – February 28th, 2021

Period 2 – June 1st, 2021 – February 28th, 2022

Period 3 – June 1st, 2022 – February 28th, 2023

Period 4 – June 1st, 2023 – February 28th, 2024

Sales Requirements:

All sales of approved productivity increasing input bundles by the competitors (as verified by the Sales Verifier) will be counted towards prize payment eligibility. The input sales must be combined with mandatory advisory services to the SHFs on how best to utilize the input and other relevant topics. Note that samples, giveaways, and subsidized sales will not be counted towards prize payment eligibility. The amount of productivity increasing input bundles sold and advisory services provided will be verified throughout the sales period by the Project sales verifier.

In each sales period, Competitors will be eligible to receive an annual performance-based prize payment based on the number of bundles sold to smallholder dairy farmers. The definition for each bundle type is listed below:

- Artificial Insemination (AI) – must achieve 75% conception rate and must be bundled with nutrition which include the sale of feed (hay/fodder), mineral supplement, standard dairy meal, urea molasses blocks and vitamins
- Parasite control – must supply an amount equivalent to the annual requirement of a lactating cow per year
- Vaccination – must sell minimum of two of the following vaccines per cow: ECF, Brucellosis, Lumpy skin, RFV, CBPP and Black leg
- Nutrition: -
 - Feed – must sell 30% of lactating cow’s Dry Matter Intake (DMI) for 400kg cow (ie. 450kg) and standard dairy meal, urea molasses block, vitamins
 - Mineral supplement – amount equivalent to annual supply of a lactating cow (100g)

3. Outline of the Project Competition Rules for Competitors

3.1 Eligibility

The application for the competition is open to any and all private and non-profit organizations, with the exception of organizations with a conflict of interest as detailed below in section 3.5. Public sector entities (i.e. government-funded research institutions, universities, etc.) may apply, but only as co-applicants in partnership with a lead private or non-profit organization. Competitors are encouraged to form

partnerships between private sector and public sector actors to leverage competencies. Partnership details are outlined in section 4.6.

Applicants must:

- Currently sell or demonstrate the ability to sell inputs to dairy smallholder farmers related to parasite control, vaccinations, animal feed and/or artificial insemination, in the coastal region of Tanzania, specifically in Dar es Salaam, Pwani, Tanga and Morogoro (excluding the Kilombero and Ulanga districts.)
- Be in good standing with the government of Tanzania and will be required to produce documentation upon application that confirms the businesses validity (*including but not limited to: tax ID number, valid registration and business license that indicates they can operate in the project areas.*)
- Demonstrate that they have sufficiently robust bookkeeping systems to track and report their sales of eligible inputs.

Applicants, once verified and selected, will be considered approved competitors (“Competitors”). Any and all costs associated with Competitors’ participation in the Competition will be solely borne by the Competitor.

3.2 Outline of the General Competition Rules

Category	Competitor Eligibility Criteria
General Requirements	<p>Be registered with the Veterinary Council of Tanzania. AgResults will require the interested competitor to submit evidence (e.g. certified copies) of premise registration and technical personnel certificate.</p> <p>Be legally registered by Business Registrations and Licencing Agency (BRELA) to do business in Tanzania. Evidence of the valid Tax Identification Number, certificate of incorporation, business name or partnership business and the extract from registrar of business and trading licences will be required. Certified copies must be attached to the application.</p> <p>Signed certificates of compliance with anti-corruption, conflict of interest and anti-terrorism practices. (See Annex 2)</p>
Pre-Launch Requirements	<p>Submission of a proposal detailing how the competitor will sell input and deliver advisory services to SHFs and clearly showing the geographical reach. The proposal should show how competitor intend to ensure equal participation among men and women. Competitors will be expected to include an advisory services proposal sufficient to merit competition participation. Special consideration will be given to on-farm advisory services or services that specifically attempt to reach women farmers. Competitors are required to work with a minimum number of 200 SHFs, a SHF is defined as a farmer with 10 or fewer heads of cattle.</p> <p>Must be registered to provide dairy input in Tanzania especially in the project sites (Tanga, Morogoro, Pwani and Dar Es Salaam).</p> <p>Sell productivity increasing input bundles that are on the government approved list.</p>

	Provide complete and appropriate responses to all application questions (See Annex 1)
Post-Launch Requirements	Comply with all data requests from AgResults and the independent sales Verifier. Report all input bundles sold and advisory services provided to each SHF in the digital tracking system. Competitors will be required to abide by all applicable protocols and regulatory requirements set forth by AgResults and the Tanzania government. Disclose prize sharing agreements with farmers and other key stakeholders. Report investments made to participate in the prize competition.
Authority to Select Competitors: The above criteria notwithstanding, the AgResults Secretariat, the Tanzania government and Project Manager (PM), with advice from the Technical Advisory committee (TAC), retain the right to make the final decision on which the competitors are selected to join the project. The applying organizations must adequately support their qualifications as appropriate or requested.	

3.3 Competition Rules

3.3.1 Competition Phases

Applicants will apply and submit their intended input bundles each year. Once applicants have been verified, approved and selected as a Competitor, Competitors will be invited (but not compelled) to participate in every competition year (the “Competition Cycle”). Each Competition Cycle will be divided into the following stages:

i. Application Period (January 6– February 28th)

AgResults will accept applications for the first year from January 30th – February 28, 2020 1700 Hrs. EAT (the “Application Period”). Potential Competitors will submit their applications through the designated email, postal or hand delivered before the end of the Application Period. Applications submitted after the Application Period are void and will be disposed of, but the Project Manager will reach out to these applicants the following application period.

For all subsequent competition years, the Application Period will run for fifty-four (54) days and each Applicant is expected to submit their application by or before 1700 Hrs. EAT on 28th February. The opportunity for Q & A will be continuous until the end of application period. Each applicant will be given an opportunity to ask questions, clarification or any information that will help to successfully participate in the Competition. All Applicants will be required to submit a list of inputs that they will sell to farmers. Applications submitted after the deadline may not be considered.

ii. Selection Procedure (March 1 – 15)

The Technical Advisory Committee (TAC) will evaluate the applications and determine the Applicant eligibility and select Competitors from amongst the Applicants, based on the following aspects that Applicants are required to demonstrate in the application:

- Inputs come from approved input categories (Parasite Control, Vaccines, Nutrition, AI) and bundles
- Proposed products and amounts are acceptable and prize eligible

- Proposed satisfactory advisory services
- Proposed bundles and advisory services encourage equal participation among men and women
- Proposed plan to reach more farmers including remote farmers with limited access to inputs and advisory services.

iii. Selection Approval and Announcement (March 15 – 30)

The selected Applicants will be approved by Secretariat prior to final announcement of competitors. Following approval, Competitors will be notified individually via contact information provided in their application form.

iv. Competitor Induction (Orientation, Training, and Verification Planning – April 1st - May 30)

The Competitors will be required to participate in a Competitor induction (competition orientation, training on the use of digital tracking system on reporting sales data, verification planning and how will be conducted), which will be held by the AgResults Project Manager. During the induction, Competitors must commit to the AgResults Tanzania Dairy Productivity Challenge code of conduct (the “Code”). The date and location of the competitor induction will be provided through the applicant’s contact information.

v. Competitor Sales Period (9 months from June 1 to February 28)

The Competitor Sales period is the Competition period during which Competitors will sell bundled inputs to farmers and offer advisory services. Competitors may sell more than one variety of bundles of services from their approved inputs included in their application to account for varying farmer needs. The prize value depends on the input type and complexity of each bundle. In order to maximize the competition awards, the Competitor is advised to do the following:

- Maximize the sales of inputs of different types and bundles to existing farmers
- Recruit new farmers
- Sustain repeat customers through education about the productivity benefits of inputs provided

vi. Verification (July to March)

A Sales Verifier will provide comprehensive verification of registered input sales through a combination of sales reporting data, sales record audits, mobile phone surveys and spot checks to verify each competitor’s sales and provision of services for a prize payment. Each input type will have an associated per-unit prize for the successful delivery to Smallholder Dairy Farmers. At the end of the sales period, the Project Manager and Secretariat will calculate the total prize amount that each Competitor has earned based on the results of the sales audits conducted by the Sales Verifier.

vii. Validation and Prizes Awarding (April 18-31)

Sales data will be validated by the Project Manager prior to award of prizes and after receiving the Verifier’s report on the Competitors’ total sales. Competitors will receive a prize for the verified amount of input bundles that meet the minimum sales requirements for each input (see Input Section below)

and will be notified by official award letter through email, mail or hand delivered based on the contact details provided in the Competitor's application form and the payment must be done through bank account.

3.3.2 Allowable inputs, prize awards and bundling bonuses

To be eligible for a prize, Competitors must sell input bundles from the government approved list of allowable input submitted and approved by Technical Advisory Committee to sell to farmers (See Annex 3). Inputs must be of high quality and contribute to the increase in dairy productivity. To avoid reputational risk and ensure that farmers realize promised productivity gains, AgResults will not allow Competitors to deliver inputs that are not registered in Tanzania or deemed to be of low quality by the project's Technical Advisory Committee. They must also demonstrate that they have successfully provided advisory services on the input sold to their smallholder dairy farmer clients.

i. Allowable Inputs

Competitors must sell the following inputs directly to SHFs to become eligible for a prize:

Artificial Insemination (AI): Competitors must sell certified conventional or sexed semen to a SHF and attain a 75% conception rate to be eligible for a prize. The prize for AI may only be awarded if it is bundled with nutrition, without proper nutrition farmers will not see an increase in productivity.

Competitors must issue a certificate with the semen and documentation of the AI services. AI service providers must follow proper cold chain practices to ensure that semen is effective. Competitors are required to provide enough straws of semen to ensure a 75% conception rate. The conception rate will be verified through SMS surveys sent directly to the SHF.

Vaccines: Competitors must sell multiple vaccines (min. of 2) as a single input package. Competitors must supply at least two vaccines per cow annually from the following list of vaccines; East Coast Fever (ECF), CBPP, Brucellosis, Rift Valley Fever (RVF) and Lumpy Skin to become eligible for a prize.

Parasite control: Competitors must provide a combination of Acaricides and Anthelmintic as a single input package. Competitors must provide the equivalent of a year's supply of acaricide and anthelmintic for a single cow to become eligible for a prize.

Nutrition: Competitors must provide approved nutrition packages which may include hay, fodder, minerals, vitamins, urea molasses blocks, use of individual fodder plots and standard dairy meal. Fodder/hay must be sourced from government certified farms.

To be eligible for a prize Competitor must:

- Provide 30% of dry season dry matter (DM) requirement per cow. This equals approximately 450 kg for a 400KG cow.
- Supply at least 100g of mineral supplement over a 250-day lactation period for each head of cattle.

To lower costs, Competitors might develop feed solutions outside of direct sales, including seed sales and advisory training in fodder growth. These alternative solutions should be described in the competitor's application and are subject to approval.

ii. Prize Amounts and Bundles

The prize a competitor receives is a function of the input types, how those inputs are bundled, and the number of total bundles a competitor sells. Competitors will be awarded prizes depending on the Sales period for the following categories of inputs.

Table 1: Per-Unit Input Prize Schedule

Input Type	Inputs Provided	Prize per Input Sales Period 1-2	Prize per Input Sales Period 3	Prize per Input Sales Period 4
Parasite Control	Acaricides, Anthelminthic	\$6	\$4	\$3
Nutrition	Fodder/Hay requirement + Minerals	\$27	\$20	\$13
Vaccines	Min. of 2 Vaccines (estimate includes ECF)	\$5	\$3	\$2
Artificial Insemination	AI (w/ conception rate of 75%)	\$15	\$12	\$7

A Competitor can provide one or multiple input types to be eligible for a prize. Competitors should vary their bundles to tailor to farmer needs. Competitors can offer any of the below eleven (11) bundle combinations to farmers and may offer more than one in any competition. Bundles must be pre-approved by the Technical Advisory Committee at the beginning of each Sales Period.

The incentive structure also includes “bonus” prizes awarded to competitors that are able to sell multiple input types as a “bundle” to the same SHF. Competitors will earn a bonus as stipulated in the table below on top of the input sale per-unit prizes for each successful bundled input delivery, per Table 2 below.

Table 2: Bonus Prize Schedule

# of Input Types Sold	Base Award	Bonus	Total Prize per Competitor
1	Input Prize	--	= Base Award * # of Sales
2	Input #1 Prize + Input #2 Prize	20%	= Base Award * (1 + Bonus) * # of Sales
3	Input #1 Prize + Input #2 Prize + Input #3 Prize	40%	= Base Award * (1 + Bonus) * # of Sales
4	Input #1 Prize + Input #2 Prize + Input #3 Prize + Input #4 Prize	60%	= Base Award * (1 + Bonus) * # of Sales

One-Input Bundles

Approved parasite control, nutrition and vaccine input types may be offered as a standalone, receiving the following prize amounts.

Table 3: One-Input Bundles

Input Type	Prize per Input Sales Period 1-2	Prize per Input Sales Period 3	Prize per Input Sales Period 4
Parasite Control	\$6	\$4	\$3
Nutrition	\$27	\$20	\$13
Vaccines	\$5	\$3	\$2

Two-Input Bundles

The two -input bundles are eligible for a 20% bonus in addition to the prize amount for each input. Total prize amounts plus bonus are listed in Table 4.

Table 4: Two-Input Bundles

Input Combination	Prize Per Bundle Sales Period 1-2	Prize Per Bundle Sales Period 3	Prize Per Bundle Sales Period 4
Parasite Control and Nutrition	\$39	\$29	\$20
Parasite Control and Vaccines	\$13	\$9	\$6
Vaccines and Nutrition	\$37	\$28	\$19
Feed and AI	\$50	\$38	\$25

Three-Input Bundles

For the three-input bundle competitor will receive the prize value of both input types plus an additional 40% bonus.

Table 5: Three-Input Bundles

Input Combination	Prize Per Bundle
Parasite and Nutrition and Vaccines	\$52
Vaccines and Nutrition and AI	\$65
Parasites and Nutrition and AI	\$67

Four-Input Bundles

For the four-input bundle competitor will receive the prize value of both input types plus an additional 60% bonus.

Table 6: Four-Input Bundles

Input Combination	Prize Per Bundle
All Inputs	\$83

3.3.3 Eligible Advisory Services

To be eligible for any of the above prize awards, Competitors must offer approved and verified advisory services. For each competition cycle, Competitors will be expected to submit a detailed explanation of proposed advisory services including methods and topics for approval by Technical Advisory Committee. On-farm advisory services and services that specifically attempt to reach women and remote farmers are strongly encouraged.

At a minimum, advisory services should include **training concerning the inputs Competitors sell** to farmers. In addition, AgResults expects that competitors should also provide information about additional topics in relation to input bundle(s) provided, which include:

- Udder health and hygiene – Nutrition, AI and Vaccines bundles
- Proper feeding and watering – Nutrition, AI and Vaccine bundles
- Waste management of manure - Nutrition bundle
- Waste chemical disposal – Parasite Control bundle

3.4 Competition Results Verification

AgResults will engage an Audit Firm, referred to as the Sales Verifier, that will use financial reports, bank statements, and a digital sales tracking and audit system to track competitor sales of inputs to farmers. The Verifier will lead the input bundle sales verification/audits and coordinate randomized input bundle sales checks. The competitor will be required to report all input bundles sold and advisory services provided to each SHF in the tracking system, allowing the verifier to monitor the progress of a given competitor in delivering input bundles in real-time. The Verifier will confirm the submission of sales of bundled inputs and provision of advisory services with a combination of sales audits, mobile phone surveys linked to sales tracking system and spot checks of sales to farmer to trigger an award payment. On a rolling basis, the Verifier will track Competitor sales data, and each Competitor will receive prize award amounts based on the verified sales at the end of each sales period. The verification will employ the mechanisms listed below:

- **Input Bundle Sales Verification** confirms the sale of input bundles to farmers using the digital sales tracking system, which tracks farmer purchases in-real time.
- **Sales Audits** will be utilized as an additional layer of verification to ensure that SMS reported input sales data is accurate. This will utilize traditional sales audits to ensure that Competitor reported sales information is backed up by sales receipts and receipt of payments.

Risk-Based and Dispute-Based Bundle Sales Checks provides an additional level of verification to ensure that farmers have genuinely received the bundles that Competitors have sold in the necessary quantities to trigger prize awards. The Sales Verifier will conduct ‘Mystery Shopper’ visits to further verify if SHFs have received the input and advisory services provision reported by the Competitors.

***Note:** Using the digital sales tracking system, Competitors will indicate when they have provided advisory services and sold input bundles and an SMS will be sent to farmers for confirmation. Using spot checks, the verifier will follow-up in person with farmers to ensure that farmers have received adequate advisory service to minimize fraudulent sales reporting.*

3.4.1 Prize Award Process

At the end of each sales period, within approximately 45-60 days after close of the sales period, the Verifier will finalize and submit the full sales verification report of input sales and advisory services for each Competitor to the Project Manager and the Secretariat for review and approval. Upon approval by the Secretariat, the Project Manager will notify the Competitors whom were verified as prize winners in accordance with their results, as verified by the Verifier. Winners and all participating Competitors will be invited to a formal Prize Award ceremony in Dar es Salaam at the end of the first sales period. Prize will be transferred to the winning Competitor's registered bank account. Payment of any prize is subject to the Competitor's compliance with the Project competition rules, as set forth in the agreement signed by the Competitors selected to participate in the Project.

Any applicable taxes that may be levied in connection with any prize award in any jurisdiction will be the responsibility of the Competitors.

3.5 Conflict of Interest

AgResults Secretariat, Project Manager, Sales Verifier, members of the Technical Advisory Committee, or Independent Evaluator, and their respective personnel, affiliates and immediate family members, (collectively, the "competitors") are not eligible to participate in the competition without prior written approval of the AgResults Steering Committee. None of the above-mentioned entities/personnel are eligible to provide competition-related technical support or consultancy to Competitors applicants and selected Competitors. The competitors shall immediately disclose to the Project Manager in writing any potential conflict of interests in connection with their participation in the Project.

All current or potential conflict of interests will be evaluated by the Project Manager and the Secretariat to determine applicant eligibility. Applicants shall immediately disclose to the Project Manager in writing any current or potential conflict of interest with respect to their participation in the Project. Failure to do so could result in rejection of applications or early termination of contracts.

3.6 Fraud Management

The Competitor acknowledges that AgResults reserves the right to deny or remove any Competitor from the Competition with reasonable evidence of non-adherence to Competition Rules, substantiated complaints related to the Competition including unallowable, counterfeit or otherwise low quality and/or expired inputs or invalidated business registration or other concerns raised by The Technical Advisory Committee.

Situations which may warrant a case for fraud will include (but are not limited to) the following:

- Forgery of any documents required for eligibility and participation in the Competition;
- Lack of Authority and Consent from applicable persons required for execution of any documents required for entry into and participation in the Competition;
- Bribery or coercion including any promises of future gifts, jobs, advantage or recommendations of any kind;
- Irregularities in sales;
- Technical Advisory Committee concerns upon review;
- Allegations of tampering with the digital sales tracking systems;

- Unfair reporting and defamation of fellow Competitors.

Allegations of fraud may warrant a disciplinary hearing, which will result in either:

- 1) A warning or;
- 2) Suspension from the Competition for one (1) year or;
- 3) Exclusion from any subsequent Competitions.

3.7 Dispute Resolutions Mechanism

An informal Project dispute mechanism as specified below will be put in place and is intended to Competitors a process in which to report and resolve possible adverse or unfair practices or to dispute findings. The Project Manager is responsible for facilitating the dispute mechanism process, with oversight from the AgResults Secretariat, except in the case when the Project Manager is a part of the dispute, which in such case the AgResults Secretariat will be responsible for facilitating the dispute mechanism process.

- 1) If a Competitor has evidence or believes that another Competitor is behaving in a way that contradicts the rules of the Project, or if the Competitor disagrees with findings of the verification process, the Competitor should:
 - Submit an email to the Project Manager at AgResultsTanzania@gmail.com;
 - Detail in writing what is being challenged and submit documentary evidence, if any, to support their claim.
- 2) If the Competitor has evidence or believes that the Project Manager is behaving in a way that contradicts the rules of the Project; the Competitor can:
 - Submit an email to the AgResults Secretariat info@agresults.org;
 - Detail in writing the possible issue. The email should list the practices they believe are contradicting the rules, along with dates and any documentary evidence, if any.

Upon receipt of the information from the Competitor, the receiving party will acknowledge receipt and respond to the Competitor as soon as practical, about next steps. Any unresolved issues may be escalated for the decision to the Secretariat. The AgResults Secretariat's decision will be final and binding.

4. Competitor Application for Participation in the Project

4.1 Interested Organizations

Eligible organizations interested in participating in the Project as Competitors must complete and submit to the Project Manager the Application Form attached hereto as Annex 1, as well as the Anticorruption Compliance Certification in Annex 2. A review panel consisting of the members of the Secretariat, the Project Manager, and technical input from the Technical Advisory Committee, the applications will be reviewed and followed by selection of competitor that will participate in the project. The selected organizations will be provided with a Competition Agreement and code of conduct to review and sign before they participate in the project.

4.2 Cost of Participation

Applying organizations will bear all their costs associated with applying for and participation in the Project.

4.3 Confidentiality

Non-public information in the applications submitted by the interested organizations shall be marked as proprietary or confidential. Such information will be treated as confidential and may be only shared with the AgResults Secretariat, Project Manager (Land O' Lakes venture 37), the Technical Advisory Committee, and the AgResults Steering Committee.

4.4 Selection and Participation in the Project

The selection and number of Competitors selected for the participation in the Project is at the Secretariat's discretion, based on recommendation provided by the Project Manager in consultation with the Project Technical Advisory Committee. By submitting an application for the Project, the applicant agrees to be bound by the decisions of AgResults Secretariat about your eligibility to participate. The AgResults Secretariat reserves the right to select the organizations it determines, at its discretion, most appropriate for the Project.

Selected Competitors will be expected to sign a contractual agreement (Competitor Agreement) to confirm their participation in the Project and agreement with the competition rules.

The Secretariat reserves the right to terminate participation of any selected Competitor if the Secretariat, in its sole discretion, determines that the Competitor;

- (i) Does not meet the Project eligibility criteria;
- (ii) Has been involved in any activity that, in AgResults Secretariat's discretion, could affect the integrity of the Project; or
- (iii) Has been non-compliant with the Competitor Agreement terms and failed to remedy its non-compliance when requested by the Project Manager or the Secretariat.

4.5 Reservation of Rights

This RFA does not commit the Project Manager or AgResults to award a prize to any applicant. The Project Manager reserves the right to cancel the Competitor's participation in the selection process, the competition and/ or any prizes at any time if any fraud, collusion or conflict of interest are found.

The Project Manager may require any applicant to participate in discussions related to application submission and to submit such technical or other revisions of their applications that may result from such discussions. The applicant expressly waives any and all rights and remedies under any civil action arising from or related to the submittal of an application.

The applicant agrees that nothing in this RFA grants the Competitor a right or license to use the name or any trademark or service mark of AgResults or any AgResults entities, including without limitation, of the Secretariat or the Project Manager, in any public material, advertisement, press release or in the media (including on the internet), without prior written approval.

4.6 Associations, Joint Ventures or Consortiums for Project Purposes

Organizations may formally associate or form consortia or joint ventures for the purpose of participating in the Project as a Competitor. Competitors may only participate in the Project independently or in one

association, joint venture or consortium for the purposes of the Project and cannot concurrently apply as a member of other participating groups. The association, joint venture or consortium members shall designate a lead member who will be authorized to bind the association, joint venture or consortium and who shall submit the Competitor application on their behalf and together with duly signed and notarized authorization (submitted in hard copy) granted by all other members authorizing the lead organization to represent them in all matters related to the Project, including signature of the Competitor Agreement and receipt of any prize. The named lead member will be the sole point of contact with respect to any communications or actions by or concerning AgResults entities, including the Project Manager, Secretariat, Steering Committee, Trustee and Verifier organization(s). The composition or the constitution of the association, joint venture, or consortium shall not be altered without the prior consent of the AgResults Secretariat. Any legal services or fees involved in partnerships or litigation will be solely the responsibility of the Applicant Partners/Competition Partners involved.

5. Competitor Agreement Terms and Conditions

Once selected to participate in the Project and upon signing the Project Competitor Agreement, the Competitor will be obligated to abide by, among other terms, the following Terms and Conditions, which will be reflected in the Project Competitor Agreement (“Agreement”, as referenced below):

5.1 Ownership Change

The Competitor agrees to notify the Project Manager of any change in control of the Competitor within ten (10) days of such change. For the purpose of this provision, "control" means (a) the legal or beneficial ownership of the Competitor, including without limitation, as a result of acquisition, merger or sale; or (b) the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

5.2 Audit Rights

The Competitor shall maintain, during the term of the Competitor Agreement and for three years after its termination or expiration, complete records of all data supporting the reported competition results, and shall make such records available to AgResults Project Manager, the Secretariat, or any of their representatives or agents for review and audit upon request.

5.3 Compliance with Applicable Laws

The Competitor must ensure compliance with any and all applicable laws and regulations in connection with their Project activities. This requirement includes, without limitation, the Competitor’s obligation to comply with Tanzanian laws concerning the policies and practices of the Convention on the Rights of the Child (“Convention”), including the Child Right’s Act of 2016. The Competitor agrees not to use AgResults funds in any practice inconsistent with the benefits set forth in the Convention or the Act.

5.4 Taxes

The Competitor will be solely responsible for paying any taxes or fees in accordance with the applicable laws due in connection with Competitors’ activities in connection with the Project and the receipt of any prizes.

5.5 Integrity and Prohibition of Terrorism Funding

The Competitors may not engage in any fraudulent, corrupt, collusive, deceptive or other similarly unacceptable practices in connection with the Project. Competitors must also ensure that no funds received from AgResults are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. Competitors represents and warrants its compliance with the obligations in this paragraph, including compliance with the U.S. Foreign Corrupt Practices Act.

5.6 General Release

By entering the Project, the Competitor releases and discharges the Project Manager and each of the entities associated with AgResults (including, without limitation, the Secretariat, Verifier, Technical Advisory Committee, and the AgResults Steering Committee members) from any liability whatsoever in connection with the Competitors' participation in the Project, including, without limitation, legal claims, costs, injuries, losses or damages, demands or actions of any kind (including, without limitation: personal injuries; death; damage to, loss or destruction of property; rights of publicity or privacy; and defamation or portrayal in a false light).

The Project Manager is not responsible for typographical, printing or other inadvertent errors in these or in any materials relating to the Project.

Additionally, the Competitor agrees to indemnify the Project Manager and any entities associated with AgResults from any and all losses, damages, costs, expenses, rights, claims, demands and actions (including attorney's fees and expenses for litigation and settlement), which may be brought against any one or more of them by anyone claiming to have suffered loss or damage as a result of Competitor's participation in the Project. The provisions of this Paragraph shall survive the expiration or termination of the Agreement.

5.7 Limitation of Liability

The Competitor agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with the Project, including without limitation concerning any payments of funds pursuant to this Agreement, shall be resolved individually without resort to any form of class action; (2) liability of the Project Manager and any of the entities associated with AgResults and their personnel, individually or collectively, for any claims, actions, damages, liabilities, costs, expenses or losses in any way arising out of or in relation to the Project shall in no event exceed in aggregate USD \$10,000 (ten thousand U.S. dollars); and (3) in no event shall either party or its personnel be liable for indirect, punitive, incidental, special, exemplary or consequential damages (including, without limitation, lost profits and opportunity costs). The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including without limitation, negligence), or otherwise. The provisions of this Paragraph shall survive the expiration or termination of the Agreement.

5.8 Construction and Governing Law

All issues and questions concerning the construction, validity, interpretation and enforceability of these terms shall be governed by and construed in accordance with the laws of the United Republic laws of Tanzania (without giving effect to the choice of law principles thereof). The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, the terms and conditions shall otherwise remain in effect and be construed in accordance with their terms, and the

unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the original provision set forth in the Agreement. The provisions of this Paragraph shall survive the expiration or termination of the Agreement.

5.9 Dispute Resolution and Waiver of Jury Trial

Any dispute between the Competitor and the Project Manager relating to the interpretation or application of the Agreement, the competition terms, or otherwise in connection with the Project, unless amicably settled through the informal dispute mechanism, shall be finally settled by a binding arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties to the dispute, or in the absence of such agreement, in accordance with the Arbitration Act, Cap.15 of the Laws of Tanzania R.E 2006. The arbitration shall take place in location(s) agreed-upon by the parties. The arbitrator(s) shall have no power to award damages inconsistent with this Agreement, including the limitation on liability provisions contained herein. All aspects of the arbitration shall be treated as confidential. Each party shall bear its own costs of the arbitration; however, the parties shall share the fees and expenses of the arbitrators equally. The parties shall accept the arbitral award as final and binding. The provisions of this Paragraph shall survive the expiration or termination of the Agreement.

Each of the parties hereby irrevocably waives, to the fullest extent permitted by law, all right to trial by jury in any action, proceeding or counterclaim (whether in contract, statute, tort (including, without limitation, negligence, or otherwise) relating to the Agreement.

5.10 Agreement to Official Competition Documents

By applying to enter the Competition, the Applicant confirms and declares to have read, understood and agreed to the terms and conditions of these official Competition Documents. Upon receiving confirmation as a verified and approved Competitor and by participating in the Competition, the Competitor acknowledges and agrees that the decisions of the Project Manager are final in all respects as relates to the relationship between Competitor and the Project Manager and that all Competition Documents have been read, understood and will be willingly executed.

5.11 Termination

Either party may terminate the Agreement, with or without cause, by giving ten (10) days' prior written notice to the other party. In the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period. The Project Manager may terminate the Agreement immediately upon written notice to the Competitor if the Project Manager determines that the Competitor has engaged in corrupt, fraudulent, collusive or coercive practices in the performance of the Agreement, or if the performance of the Agreement would be in conflict with law, or independence or professional rules.

5.12 Use of Name

The Competitor consents to the unlimited use by the Secretariat and the Project Manager, in connection with the Project, of Competitor's name, information about the Competitor's competition results, and any related images, including in any media or format now known or hereafter invented, in any and all locations worldwide, without any payment to or further approval from the Competitor. Competitor hereby grants to the Secretariat and the Project Manager the right to include Competitor's company name or trade name and general information about the Competitor's company on the AgResults website and in materials related to the Project's analysis and promotion. The Competitor agrees that this consent is perpetual and

cannot be revoked. Other than these uses, the Competitor is not granting Secretariat or the Project Manager any rights to its trademarks.

5.13 Reservations of Rights

The Project Manager reserves the right to correct clerical or typographical errors in any AgResults materials, including the Project competition terms. The Project Manager also reserves the right to unilaterally and without liability to Competitors amend the terms of the competition during the Agreement period. The Project Manager would not issue such amendments lightly and only if it believes that it is necessary or helpful, for example, in order to clarify any terms or to accomplish the competition's objective. Competitors should note that any amendments of the competition rules and payment amounts would be only made based on specific direction from the AgResults Steering Committee and subject to approval by the majority of the Steering Committee's voting members.

By continuing its participation in the Agreement after ten (10) business days following the issuance of the amendment, the Competitor will be deemed to have accepted any such amendment. If any Competitor does not wish to continue to participate in the Agreement pursuant to the terms, as amended, such Competitor may terminate its participation by giving a written notice to the Project Manager at AgResultsTanzania@gmail.com. This is the Competitor's sole right and remedy.

The Project Manager reserves the right to cancel or suspend unilaterally the Agreement upon written notice to Competitor, without any liability, should any causes beyond the reasonable control of the Project Manager delay or adversely affect the administration, management or proper completion of the Project.

The Project Manager reserves the right to terminate participation of, and to disqualify from any prize payment eligibility, any Competitor if the Project Manager concludes, upon consultation with the Secretariat, that the Competitor's activity or conduct, including any alleged corrupt, fraudulent or obstructive practice or similar misconduct, may adversely affect the integrity of the Project, or the name or reputation of the other Competitors, the Project Manager, and/or other AgResults entities.

If the Project Manager determines, in consultation with the Secretariat, that the Competitor uses any unfair, manipulative, fraudulent, deceptive, dishonest or otherwise unacceptable practices, that are, in the Project Manager's opinion, contrary to or not compliant with the Project objectives, the Project Manager may disqualify and terminate the Agreement with such Competitor. In the event of fraud or other illegal practice, the Project Manager may also alert appropriate authorities as appropriate. The AgResults Project Manager will endeavour to discuss with the Competitor any concerns about any questionable practices and, to the extent legally possible and practical, resolve any issues with the Competitor before its disqualification and termination of the Agreement. Competitors are encouraged to report any unacceptable practices they learn of to info@agresults.org.

5.14 Authority and Consent

By applying to enter the Competition and by participating in the Competition, the Competitor confirms that it has all requisite power and authority to execute and deliver the documents required for entry into the Competition as well as the performance of the obligations in the Competition (henceforth referred to as "Competition Documents"). The Competitor further confirms that by way of such submission and/or participation, all relevant licenses or consents from or with any Governmental Authority or any other

person required in connection with the valid execution, delivery and performance of the Competition Documents have been duly obtained or completed (as applicable) and are in full force and effect.

6. Application Instructions and Evaluation

6.1 Application Instructions

Interested organizations must complete and submit an Application using the template in Annex 1 in the Request for Application, as well as the Anti-Corruption Compliance Certification in Annex 2. Organizations submitting the applications in association with others must (i) specify the lead organization of the association that will be representing the association with respect to the application process and will become the contracting party to the Competitor Agreement, if the association is selected, and (ii) submit the relevant documents as specified further below.

The deadline for submission of the application documents is **17.00 hour on February 28, 2020**. Applications received after the deadline may be disqualified. The application must be submitted via email to this address: AgResultsTanzania@gmail.com

Application documents should be submitted in one email to AgResultsTanzania@gmail.com, and/or hard copy with full signatures should also be submitted by postal mail to:

**Veterinary Complex
131 Nelson Mandela Road
Dar es Salaam**

Please indicate “**Competitor RFA-AgResults Tanzania Dairy Productivity Project**” in the subject line of the email and on the label of a sealed envelope.

Questions concerning the Project or this RFA may be submitted the Project Manager Team Lead at Neema Mrema at NMrema@landolakes.org.

- Applications will be reviewed by the Review Panel that include the Secretariat, the Project Manager and the Technical Advisory Committee. The Review Panel reserves the right to request additional information from applicants as necessary to make an informed final decision.
- The Review Panel will review and is expected to make selection decisions by March 16, 2020. The Project Manager expects to inform the selected Competitors by March 31, 2020.
- The Project Manager expects to sign the Competitor Agreements with selected Competitors by April 3, 2020.
- Selected Competitors will start the first sales period on June 1, 2020.

In order to be accepted for evaluation, applications shall include:

- A fully-completed **Application** as provided in Annex 1 of this RFA.
- For applicants submitting the **application in association with others**, copies of agreements (JV, association, partnership, etc.) between the lead applicant and any co-applicants to act together as Competitor for the AgResults Tanzania Dairy Productivity Project, including power of attorney confirming that the lead applicant has the authority to represent the association in the application

process and to sign the Competitor Agreement on behalf of the association.

- A completed **Anticorruption Compliance Certification** as provided in Annex 2 of this RFA.
- Provide any additional documentation deemed necessary

6.2 Application Scoring

Once an applicant's eligibility is established according to the eligibility criteria set forth above, scoring will be performed using an adjectival scale ranging from excellent, very good, good, fair, and poor. Applications will be evaluated based on the following criteria, in order of importance from most to least important:

- Demonstration of the government compliance with doing dairy input business in Tanzania as well as project areas
- Demonstration of the ability to sell government approved dairy productivity- input bundles to SHFs.
- Demonstration of the ability to provide advisory services to the sold input to SHFs
- Demonstration of the ability to reach more smallholder dairy farmers including women and those residing in remote areas
- Organization's demonstrated past performance, commercial viability, financial capacity to pre-finance costs of delivery of dairy productivity input bundles and advisory services.

Annex 1: AgResults Tanzania Dairy Productivity Challenge Project Competition Application Form

ALL INFORMATION IN THIS APPLICATION WILL BE TREATED WITH STRICT CONFIDENTIALITY

I. Lead Organization

1. Name of the lead organization:

- 1.1. Registration Number:
- 1.2. Tax ID Number:
- 1.3. Business license Number:

2. Contact information

Address:

Tel.:

Email:

Contact Person's Full Name:

Email:

Fax:

Website:

Title:

Tel.:

3. Legal status in Tanzania:

4. Type of organization:

5. Geographic Coverage

5.1 Region

5.2 Districts

6. Key activities:

7. Key roles in the proposed partnership

8. Legal structure of the proposed association partnership

II. Proposed Association or Partnership

Lead applicant is encouraged to form the partnership with relevant partners/entities from both the public and private sectors of up to 4-5 key stakeholders.

Please provide your partners' information, including names and contact details of key intended implementing partners, and their role in the proposed project.

1. Name of co-applicant 1:

- 1.1. Legal status:
- 1.2. Type of business:
- 1.3. Represented by:
- 1.4. Key expertise:
- 1.5. Key roles in the proposed association/partnership:
- 1.6. Legal structure of proposed association/partnership:

2. Name of co-applicant 2:

- 2.1. Legal status:
- 2.2. Type of business:
- 2.3. Represented by:
- 2.4. Key expertise:
- 2.5. Key roles in the proposed association/partnership:
- 2.6. Legal structure of proposed association/partnership:

3. Name of co-applicant 3:

- 3.1. Legal status:
- 3.2. Type of business:
- 3.3. Represented by:
- 3.4. Key expertise:
- 3.5. Key roles in the proposed association/partnership:
- 3.6. Legal structure of proposed association/partnership:

III. Application Narrative

Please respond to the following (maximum 400 words total for this section):

- (1) The lead applicant's organizational history, size, core business, key products/services, and development strategy.
- (2) Current existing issues with input distribution practices (if any).
- (3) Summary of proposed inputs and how it meets AgResults Tanzania Dairy Productivity Project requirements to increase the sales and adoption of productivity increasing input among smallholder farmers in the Coastal Region of Tanzania.

IV. Project Description

Please provide complete responses for the following questions:

1. Expression of Interest –What motivates you to participate in this competition (2 paragraphs)

2. Organization/Company Details:

- 2.1 Establishment date:
Country:
Status:
- 2.2 Company Size
 - 2.2.1 Number and type of employees (management, administrative, technical, marketing, casual and short term)
 - 2.2.2 Current geographical coverage area
 - 2.2.3 Annual sales in most recent sales period
- 2.3 Years doing business in the area for which you are applying to enter this competition?
- 2.4 In the most recent sales year, what is the amount/type of inputs sold to dairy farmers? In the area of service indicate whether you provide extension services and frequency.
- 2.5 In the most recent sales year, what is the estimated value of the sold inputs?
- 2.6 What is your business's/organization's experience in terms of geographical reach, customers, volumes and values of inputs sold within the proposed application area?
- 2.7 Who are your current primary customers and what is your distribution channel?

3. Dairy Cattle Input Information:

List the type/types of input you would like to enter in the AgResults Tanzania Dairy Productivity Challenge, use the table below: *(You may increase the number of rows in the table below in case you have more inputs to add. Please reference the to link provided in the RFA for eligible inputs. Additional input can be added throughout competition implementation, subject to the TAC's approval.)*

Input	Sales Period June 2020 – February 2021	
Parasite Control	Type	Amount required

Vaccine	Sales Period June 2020 – February 2021	
	Type	Amount required
Nutrition	Sales Period June 2020 – February 2021	
	Type	Amount required
AI	Sales Period June 2020 – February 2021	
	Type	Amount required

4. **Advisory Services:**

- 4.1 Explain the Advisory Services your company/organization plans to provide to compliment the inputs you would like to provide listed in question 3.
- 4.2 Please explain the frequency of these advisory services and how SHFs will benefit from them.

5. **Certification**

- 5.1 Is your premise registered with Veterinary council of Tanzania?
- 5.2 Are your Technical personnel registered as Professional service providers with the Veterinary council of Tanzania?

6. **Project Related Questions:**

- 6.1 Is your company receiving assistance/grants/other financing from any other donor programs or projects in support of your activities: if yes provide information on the assistance type, and donor/funder? Explain fully the nature of the assistance.
- 6.2 Indicate how your company/organization plans to increase and expand sales of input and advisory services over the next 4 years.
- 6.3 Indicate how your company will sell input and provide advisory services to SHFs including women and those residing in remote areas. The explanation should clearly indicate how women participating in dairy business will be engaged.

7. **Additional Information**

.....

(provide any additional
 information or comments you would like AgResults project to consider)

8. Application Submission

By signing and submitting the application, you certify that all responses and information provided in the application form are true and accurate and that you understand and accept all components of this Request for Applications (RFA), including Annex 1 – 2.

By submitting the application for the Project, you also agree to be bound by the decisions of AgResults about your eligibility to participate. AgResults reserves the right to select the organizations it determines, at its discretion, most appropriate for the Project. The AgResults Project Manager and Secretariat, with the input from the Advisory Council, will review your application and will notify you in writing if your application is approved and you are selected to participate in the Project. You understand and agree that all costs and time incurred by the applicant in connection with the application process will be the borne by your organization and are not reimbursable by AgResults.

Name of the Organization _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

AgResults Internal admin		
<i>Received date</i>	<i>Received by</i>	<i>Application code</i>
<i>Recommendation</i>		

Attachment 1: Copies of partnership agreement between lead and co-applicants

Attachment 2: Anticorruption Compliance Certification

Annex 2: Anticorruption Compliance Certification

AgResults requires full compliance by any recipient of AgResults funds with the U. S. Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, et. seq.) as amended (“FCPA”), and all other applicable anticorruption laws, rules and regulations.

The anti-bribery provisions of the FCPA make it illegal to offer, promise, authorize, or provide anything of value, either directly or indirectly (e.g., through third parties), to a Foreign Official (as defined below) for the corrupt purpose of (1) influencing an official act or decision; (2) inducing the Foreign Official to do or omit to do anything in violation of his lawful duty; or (3) securing an improper advantage; in each case in order to assist in obtaining, retaining, or directing business to anyone.

Under the FCPA, a Foreign Official includes not only a person who performs traditional governmental or administrative functions, but also any member of a royal family or an employee of an entity in which a governmental body has an ownership interest (even a minority interest). Such employee could still qualify as a Foreign Official even if he or she performs business-related functions as an employee of such entity engaged in commercial, rather than governmental, activities.

To facilitate the Applicant’s understanding and compliance with obligations set forth in this clause, ‘Foreign Official’ is hereby defined for the purposes of this clause to include:

- Any officer or employee of a non-U.S. government (including any non-U.S. military personnel) or any of its departments or agencies or incorporated entities (including state-owned enterprises);
- Any director, officer, or employee of any legal entity or joint venture that is controlled or significantly owned by a non-U.S. government (including any non-U.S. military personnel) or any of its departments or agencies or incorporated entities (including state-owned enterprises);
- Any officer or employee of any public international organization (e.g., the United Nations or World Bank);
- Any person that represents or acts on behalf of, or in an official capacity for, any non-U.S. government or any of its departments or agencies or incorporated entities (including state-owned enterprises), even if honorary;
- Any non-U.S. political party or party official or candidate for non-U.S. political office;
- Any member of a royal family; and
- Any member of a non-U.S. legislative body.

The Applicant understands that prohibited payments or offerings under the FCPA need not take the form of cash or cash equivalents. For the purposes of this clause, and in line with the FCPA, the reference to ‘anything of value’ is construed broadly and covers any tangible benefit of any kind, including, without limitation, cash or cash equivalents, gifts (including, but not limited to, gifts or courtesies of local custom, wedding and personal gifts, jewelry), political contributions, donations to charities at the behest of a Foreign Official or his/her family, entertainment (including, but not limited to, meals and tickets to events), travel and travel-related expenses, hospitalities (including, but not limited to, accommodation), ownership rights in joint ventures or other entities, inflated or excessive contract prices, loans and employment (whether long-term or temporary). Even if any payments or gifts are a customary part of the culture of a particular country, they may be prohibited under the FCPA. In addition, providing or offering

gifts, payments or other benefits to another person for an improper or corrupt purpose may violate not only the FCPA but also other similar anti-bribery laws and regulations.

Moreover, certain laws and regulations, that may be also applicable in connection to the Applicant's activities, prohibit bribes or kickbacks in the private sector and regulate, among other things, whether gifts, entertainment or employment may be provided to U.S. government officials. The Applicant shall comply with all such applicable laws and regulations.

Therefore, in connection with the participation in the *AgResults Tanzania Dairy Productivity Project*, the Applicant shall not cause the Project Manager and all other entities associated with the AgResults Initiative to be in violation of the FCPA or any other applicable anticorruption laws or regulations. The Applicant must refrain from either directly or through others, making or offering to make bribes, kickbacks or other corrupt payments or provide anything value to a Foreign Official or anyone else for purposes of influencing them to benefit the Project Manager or any other entities associated with AgResults Initiatives, the Applicant, or any other party.

The Applicant shall notify the Secretariat immediately if it learns of any violations of the FCPA or any other anticorruption laws in connection with the Applicant's involvement in the *AgResults Tanzania Dairy Productivity Project*. Notifications can be made to AgResults Secretariat through email: info@agresults.org or by contacting Justin Kosoris, AgResults Secretariat Project Manager, at +1.703.253.2548. Notifications can be also made anonymously through the website www.integrityhelp.com, or by calling +1 866 850 1485 (within the U.S.) or +1 503 748 0570 (outside the U.S.).

Compliance Certification

By my signature, I certify as the Applicant, or as an authorized representative of the Applicant, that the Applicant has complied with and will comply with the U. S. Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, et. seq.) as amended ("FCPA"), and all other applicable anticorruption laws, rules and regulations.

Name of the Applicant _____

Organization of the Applicant _____

Signature _____

Printed Name of Signatory (if signatory is an authorized representative of the Applicant)

Date _____

Annex 3: Government Approved List of Input



LIST OF ACARICIDES.pdf



LIST OF VET DRUGS
AND VACCINES.xls