



CONSULTANCY AGREEMENT

This Consultancy Agreement is made and entered into, on this 26th day of June 2019 between Federation of Fisheries Organizations Uganda of Mandela National Stadium Section 8, Jinja Road P. O. Box 3116 Kampala and Golden Gates of Relief Foundation Ltd of Plot 405, Nansana, Ochieng Zone, P.O. Box 38400, Kampala (Hereinafter referred to as Consultancy firm).

WHEREAS, the Federation of Fisheries Organizations Uganda (FFOU) is a non-profit-making organization working in the areas of advocacy, networking and research within fisheries organizations in Uganda

WHEREAS, the Golden Gates of Relief Foundation Ltd (GGRF) has expertise in the areas of: -

Donor Soliciting, Concept and Proposal Development, Budgeting and Business Plan Development, Workplan, ICT organizational systems and structural development, Project Planning and Management among others.

WHEREAS, the FFOU desires to engage the GGRF to provide services in the area of Proposal writing, Consultancy expertise and the GGRF is willing to provide such services to FFOU;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Engagement and Services

- (a) Engagement. FFOU hereby engages the GGRF to provide and perform the services in proposal writing and other consultancy work.
- (b) Standard of Services. All Services to be provided by GGRF shall be performed with promptness and diligence. FFOU shall provide such access to its information, as may be reasonably required in order to permit the GGRF to perform the Services.
- (c) Tools, Instruments and Equipment. GGRF shall provide its own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.
- (d) Representation and Warranty. GGRF represents and warrants to FFOU that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

2. Consultancy Period

- (a) Commencement. This Agreement shall commence on the Effective Date and shall remain in effect until the completion of the Services or the earlier termination of this Agreement.
- (b) This Agreement may be terminated by either Party by giving 30 calendar days written notice of such termination to the other Party in the event of a material breach by the other Party.
- (c) Effect of Termination. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

3. Consultancy Fee and Expenses

- (a) Consultancy Fee. In consideration of the Services to be rendered hereunder, FFOU shall pay Consultancy fee in respect of assignments covered, as per below breakdown: -
- i. For Review, update, customize and developing the Abavubi Concept Note, Budget and Workplan to meet donor requirements and follow through to ensure it is successfully accepted and approved for funding, 13,000,000 /=(Thirteen Million Uganda Shillings) shall be paid in lieu of that service.
 - ii. For Developing a Project /Program and writing the concept note and developing all the necessary documentation and tools, to the EU, to ensure the FFOU wins funding for the Lake Victoria Fisheries small scale fisheries governance and management;
 - A facilitation of 1,500,000/= (one million, five hundred thousand Uganda shillings) shall be paid prior.
 - 10% of the total funding amount in the actual funding currency shall be paid upon successful acceptance and approval of the Project for funding by the EU.
 - During the funding phase, GGRF shall assign a Project Manager, and design the project operation procedures, implementation strategies, monitoring and evaluation and reporting formats, to ensure it is successfully implemented and gives credit to the FFOU and also wins other future funding prospects.



- (b) Expenses. Consultants shall be entitled to reimbursement for all pre-approved expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements and receipts in accordance with the then regular procedures of the FFOU.
- (c) Payment. Upon successful completion of a given assignment, The Consultant shall submit to FFOU an invoice detailing the Services performed and the amount due. All such invoices shall be due and payable within 15 calendar days after receipt thereof by FFOU.

4. Work Product and License

- (a) Defined. In this Agreement the term "Work Product" shall mean all work product generated by GGRF solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.
- (b) Ownership. GGRF agrees to assign and does hereby assign to FFOU all right, title and interest in and to the Work Product. All Work Product shall be the sole and exclusive property of FFOU and GGRF will not have any rights of any kind whatsoever in such Work Product.
- (c) GGRF agrees, at the request and cost of Company, to promptly sign, execute, make and do all such deeds, documents, acts and things as FFOU may reasonably require or desire to perfect FFOU's entire right, title, and interest in and to any Work Product.
- (d) GGRF will not make any use of any of the Work Product in any manner whatsoever without the Company's prior written consent. All Work Product shall be promptly communicated to FFOU.
- (e) License. In the event that GGRF integrates any work that was previously created by other Consultants. GGRF warrants that it shall not knowingly incorporate into any Work Product any material that would infringe any intellectual property rights of any third party.

5. Confidential Information

- (a) Defined. In this Agreement the term "Confidential Information" shall mean the Work Product and any and all information relating to FFOU's business, including, but not limited to, research, developments, product plans, technical proposals, services,



diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by Company either directly or indirectly in writing, orally or visually, to Consultant. Confidential Information does not include information which:

- (b) Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance and in writing by FFOU, GGRF will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.
- (c) Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon FFOU's earlier request, GGRF will deliver to FFOU all its property or Confidential Information in tangible form that GGRF may have in its possession or control.

6. Interference with Business

- (a) Non-Competition. During the term of this Agreement, GGRF will engage in no business or other activities which are, directly or indirectly, competitive with the business activities of FFOU without obtaining the prior written consent of FFOU.
- (b) Non-Solicitation. In reference to article No.2. (c) of this Consultancy agreement, GGRF agrees that for a period of one (1) year after termination of this Agreement, GGRF shall not:
 - (i) divert or attempt to divert from FFOU any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its donors or partners.

7. Independent Contractor

The GGRF agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the GGRF and FFOU. The GGRF shall have no right to receive any employee benefits provided by FFOU to its employees. GGRF agrees to pay all taxes due in respect of the Consultancy Fee and to indemnify FFOU in respect of any obligation that may be imposed on it to pay any such taxes or resulting from Consultant's being determined not to be an independent contractor. This Agreement does not authorize the GGRF to act for the FFOU as its agent or to make commitments on behalf of the Federation.




8. Force Majeure

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

In the event the interruption of the excused Party's obligations continues for a period in excess of 21 calendar days, either Party shall have the right to terminate this Agreement upon 30 calendar days' prior written notice to the other Party.

9. Non-Publicity

FFOU and GGRF agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party.

10. Assignment

The Services to be performed by GGRF hereunder are Company in nature, and FFOU has engaged GGRF as a result of Consultancy's expertise relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose GGRF of this Agreement or any right, duty or obligation under this Agreement without the FFOU's prior written consent.

11. Injunctive Relief

Both parties acknowledge that a violation of any of these Articles would cause immediate and irreparable harm for which money damages would be inadequate. Therefore, the effected party will be entitled to injunctive relief for breach of any of its obligations under the said Articles without proof of actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such violation, but shall be in addition to all other remedies available at law or in equity.

12. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Company Act 2012, without giving effect to any choice of law or conflict of law provisions.




13. General

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of

GOLDEN GATES OF RELIEF FOUNDATION LTD

By: JONATHAN KAYANJA
DIRECTOR



FEDERATION OF FISHERIES ORGANIZATIONS UGANDA

By: KANYANA EZRA
PRESIDENT


