

**AGMARK-KENYA**

**AGRICULTURAL MARKET DEVELOPMENT TRUST  
(AGMARK)**

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**GRANT MANUAL  
FOR  
SUSTAINABLE SMALLHOLDER CROSS BORDER  
TRADE INTERGRATION (SSMATI)**

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**June 2010**

*Funded By*



**USAID** | **COMPETE**  
FROM THE AMERICAN PEOPLE | The Competitiveness and Trade Expansion Program

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# 1. OBJECTIVES AND GUIDING PRINCIPLES

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## 1.1 Overview

AGMARK has been implementing agricultural development programs in Kenya for the last five years. AGMARK in partnership with UNADA is implementing the sustainable Smallholder cross border Trade integration (SSMATI), a project funded by USAID Compete (The Competitive and Trade Expansion Project)

SSMATI overall goal is to integrate smallholder surplus production in Southern and Eastern Regions of Uganda into the Rwanda and Kenya cereals value chain respectively, through Agrodealers located in the two regions.

Matching Investments are a key intervention tool whose objective is to stimulate investment, commercialize informal businesses; buy-down the cost of modern technology and enhance the effectiveness of the business.

This Matching Investments Manual describes the objectives that are to be accomplished through the matching investment facility within the SSMATI program, lays out the guiding principles that are to be followed through the selection and award process and describes the procedures to be followed from application through selection, award, implementation and monitoring.

## 1.2 Objectives

The main objective of SSMATI is to develop sustainable value chains and reduce poverty by increasing smallholder farmer's access to commercial staple crops markets across the borders of Kenya, Uganda and Rwanda.

Bulking of grain for delivery to competitive market remains a challenge for small holder farmers. Losses arise from substandard grain leading to minimal profits. Poor storage facilities have led to lower quality of grain. This is an even bigger challenge when you consider that farmers living close to the borders need to sale their surplus grain to the neighboring countries where grain standards are usually very high.

AGMARK, through the SSMATI project is supporting agrodealers in Uganda to engage in grain bulking with a view of supplying the surplus production to grain buyers in Kenya and Rwanda. The Matching Investments facility will be used to support grain bulking facilities such as renovation of storage facilities, procurement of equipment and training.

Bellow is a summary of the type projects eligible for grants with examples and matching requirement (Recipient investment: Granted funds):

Eligible Activity	Project Examples	Match Requirement
Agrodealer grain bulking units	Renovation of storage facilities, provision of equipment (Moisture meters, weighing scales, pallets, sealing machines, sacks) and training.	1:1

### 1.3 Eligibility Requirements

AGMARK will leverage the SSMATI assistance to agrodealers by requiring matching investment from each potential enterprise receiving a Matching Investment. The total funding available from USAID Compete is \$79,000. It is expected that there will be a cost-sharing or matching investment requirements of 1:1 with the applicants

Geographic eligibility for Matching Investments will be Agrodealers from Eastern and Western Uganda. The agrodealers must be UNADA members and must have attended the grain bulking training. Only those applications originating from and proposing investment of funds within districts in the aforementioned regions of Uganda, which are the current project areas will be considered. Matching Investments-funded projects must be within reach of AGMARK/UNADA staff for the purpose of regular site monitoring and evaluation.

The average Matching Investment size will be \$2,500 with a minimum Matching Investment size of \$1,000 and maximum of \$5,000 though exceptions to both the minimum and maximum amounts will be considered on a case by case basis. Competitive applications must demonstrate commercial viability, benefit to upstream and downstream players (farmers), and create jobs. **Special consideration will be given to enterprises owned or managed by women or which are positioned to benefit large numbers of women.**

## 2. APPLICATION PREPARATION AND SUBMISSION GUIDELINES

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### 2.1. Application Preparation

All applications will be filed via a simple Matching Investment Application Form (Annex 1). The application forms will be available at and submitted to any AGMARK/UNADA affiliate field office in Mbale and Mbarara as well as the UNADA offices in Kampala and the AGMARK offices in Kisumu.

The Application Form identifies the business and explains the basic project/market strategy and specifies the form and type of the applicant matches. Applications must be submitted in English.

## **2.2. Matching Investment Requirements**

Matching requirements have been set at modest levels and some new investment by the recipient is necessary to ensure the proper commitment to the project and to help build the sustainability of the project/enterprise. The grantee match must be documented and verifiable. Accordingly, while in-kind investment is encouraged and expected on most projects, it cannot be used to meet the matching requirement. Credit from both suppliers and financial institutions constitutes new investment and is therefore eligible to meet the matching requirement.

## **2.3 Eligible use of Grant Funds**

Grant funds are will be used for improvement of storage facilities and acquisition of basic equipment. Applicants should own the storage facility or demonstrate that they will be getting loan term leases for any rented storage facilities. The funds will be utilized for the following categories:

- a) Renovation and improvement of storage facilities. These are minor renovations including improvements of ventilation, minor repairs to stores ( Painting, basic renovations, pallets and improvement of floors)
- b) Equipment specifically weighing scales, moisture meters, sealing machines, and tarpaulins and sacks
- c) All equipment bought under this grant **MUST** be branded with USAID/COMPETE Logo

Grant funds are not to be used for the following type expenditures:

- Salaries
- Purchase of land or buildings
- Major construction projects
- Inventory

As part of the Grant Application, a proposed budget is to be provided for the project expenditures showing use of requested grant funds, use matching investment by the applicant (through own funds or borrowed funds) and the total project expenditures.

### **3. APPLICATION SUBMISSION, EVALUATION AND AWARD PROCESS**

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#### **3.1 Application Submission**

Applications for SSMATI program matching Investments are to be made by completing the standard Matching Investment Application Form and attaching any other required documentation. Completed applications may then be submitted in person at any AGMARK/UNADA affiliate field offices. An expedited review process (described below) is then used to evaluate the eligible applications.

#### **3.2 Application review**

3 Person team will review and approve or reject each proposal. The review team will comprise of the Project Coordinator, the project assistant and an officer from UNADA.

Matching Investment Applications are evaluated on the following six broad criteria:

1. Project commercial viability (20 points);
2. Financial and managerial capability of the applicant (experience, financial resources and managerial resources) (15 points);
3. Matching investment is met or exceeded (15 points);
4. Significant number of households/farmers benefit from the activity (20 points);
5. Willingness of the applicant to meet all responsibilities in a timely fashion and share information with others to encourage replication (15 points); and,
6. Involvement of and impact on women and youth (15 points).

Applications are evaluated as pass or fail. 60% will be taken as the pass mark. 40-59% scores will be referred back to the applicant for resubmission.

Applications must receive a “yes” vote from a majority of all voting members of the Review Committee in order to pass. Tie votes do not pass.

#### **3.4 Process Timeline and Flowchart**

The process from application to project award (signing Grant Award Letter) should take approximately 30 working days

## 4. GRANT IMPLEMENTATION, ADMINISTRATION and MONITORING

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### 4.1 Grant Award Letter

Once a Matching Investment application has been approved, it will be awarded and be subject to the governing law and documented by a letter agreement hereafter referred to as the Matching Investment Award Letter (Annex 2). This letter will detail the key terms of the agreement including amount of the Matching Investment, required matching investment by the recipient, defined milestones with related payment amounts and reporting requirements. **The Matching Investment Award Letter will also allow AGMARK/UNADA to recover from the Matching Investment recipient any assets obtained from Matching Investment funds in the event of Termination for Cause (see section 5 below).**

The completed Matching Investment Application Form will be attached to the Matching Investment Award Letter to further describe the project and provide other background information. All matching investments will be signed by chief executive officers of UNADA and AGMARK.

### 4.2 Grant award disbursement

Disbursement of approved Matching Investments will be made through either of two methods: direct procurement and then delivery to the recipient or through reimbursement/payment to the recipient upon meeting of defined milestones. Examples of items that will be directly procured include weighing scales, moisture meters, sealing machines, tarpaulins and business furniture while renovations to grain storage facilities will be on reimbursements.

Achievement of defined project implementation steps, also known as milestones will be used in most case to trigger payment to a grantee or the direct procurement of a project asset. Milestones will be developed in discussion with approved grantee and defined in the Matching Investment Award Letter. In order to speed implementation, milestones will be limited in number and based on the most key step or tasks leading to a successful overall implementation. To document the process, a notification that a milestone has been achieved and the related request for a disbursement will be made by the grantee to AGMARK/UNADA. An assigned AGMARK/UNADA staffer will then verify the milestone was indeed achieved and will then authorize (approve) the milestone payment.

### 4.3 Grant award administration

Matching Investments will be administered according to the policies and procedures in this Matching Investments Manual and the Matching Investment Award Letter signed between the

grantee and AGMARK/UNADA which will include the Matching Investment Application as an attachment. Matching Investment funds may only be used as prescribed in the aforementioned documents, both in technical and financial performance, for the purpose of achieving the Matching Investment objective. Substantial interaction is expected between AGMARK/UNADA staff and the grantee during the process of implementation, operation and follow-up monitoring.

Co-mingling of funds: AGMARK/UNADA does not require that separate depository accounts be established by a Matching Investment recipient. Nor does AGMARK/UNADA establish any eligibility requirements for depositories for funds provided to a recipient. **However, recipients must be able to account for the receipt and expenditure of AGMARK/UNADA/USAID COMPETE provided funds and document their required matching investment.**

#### **4.4 Grant award monitoring**

AGMARK/UNADA will collect data from all grantees each month using the agreed-upon reporting template and tracking the agreed-upon indicators as defined in the Matching Investment Award Letter. It is the responsibility of each grantee to provide quarterly updates of key impact data in order for AGMARK/UNADA to measure the impact and progress of awarded projects. AGMARK/UNADA may also use phone calls, e-mails, and analysis of the grantee's reports to monitor activities undertaken by the grantees and to make sure that activities are implemented as described in the application/proposal and whether he/she is reaching the targeted beneficiaries.

### **5. GRANT REVOCATION and LACK OF PERFORMANCE**

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If the grantee has not conformed to the terms and conditions of the award, AGMARK/UNADA will inform the grantee of the areas of non-performance and may suspend or terminate Matching Investment activities and funding at any time. Upon receipt of a termination notice as specified above, the grantee shall take immediate action to cease all expenditures and obligations financed by the Matching Investment and shall cancel un-liquidated obligations where possible.

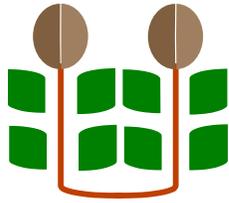
**Suspension:** AGMARK/UNADA may order the grantee, in writing, to suspend (delay, stop or interrupt) all or any part of the work for the period of time that they determine is appropriate. Upon receipt of the suspension notice, grantee shall comply immediately with its terms and take all reasonable steps to minimize costs allocable to AGMARK/UNADA's portion of the Project during the period of work stoppage. Within the period of suspension, AGMARK/UNADA shall either: (1) cancel the suspension and direct grantee to resume performance under the agreement; or (2) terminate the agreement for cause or convenience as provided in the agreement. AGMARK/UNADA will issue a stop or cure letter to suspend activities until deficiencies identified in writing are dealt with and addressed in a manner that is mutually agreed upon.

**Termination for Cause** AGMARK/UNADA may terminate a Matching Investment at any time, in whole or in part, upon written notice to the grantee, whenever it is determined that the grantee has failed to comply with the terms and conditions of the Matching Investment agreement. AGMARK/UNADA shall provide written explanation of the basis for its determination and subsequent actions to be taken by either party within three (3) business days of its notification to grantee to terminate or suspend the Matching Investment agreement. **In the event of termination , no further payments will be made beyond the last milestone payment made and the grantee will be required to pay back or return tangible assets that were funded from Matching Investment proceeds.**

**For Convenience:** The parties may agree mutually to terminate a Matching Investment at any time, in whole or in part, if the parties agree that the continuation of the Matching Investment would not produce beneficial results commensurate with the further expenditure of funds. The parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

**ANNEX 1: APPLICATION FORM**

*Date application received by AGMARK/UNADA*



**AGMARK-KENYA**

**SUSTAINABLE CROSS BORDER  
TRADE INTEGRATION (SSMATI)**

**MATCHING INVESTMENT  
APPLICATION FORM**



Application prepared by:

Name: .....

Date: .....

**I. KEY INFORMATION**

**Location:** Eastern Uganda   
Western Uganda

**UNADA Member:** Yes   
No

**TRAINED Output Marketing** Yes   
by AGMARK/UNADA No

**Name of applicant:** .....

**Name of Enterprise:** .....

**District:** ..... **Region:** .....

**Year and Month business established:** .....

**Name of Trading Center / market:** .....

**Contact Person:** .....

**Contact Telephone** ..... **E-mail address:** .....

**Name of Owners / Managers**.....

**Summarize proposed activity including use of Investment funds:**

.....  
.....  
.....  
.....  
.....  
.....

## II. MATCHING INVESTMENT ACTIVITY BUDGET

Time period of proposed project: ..... Total Budget (UGSHS): .....

Expenses	Applicant/Enterprise Contribution		USAID COMPETE	TOTAL
	Own Funds	Bank Credit		
<b>A RENOVATION</b>				
<b>B. INVENTORY (STOCK)</b>				
<b>C. EQUIPMENT</b>				
1.				
2.				
3.				
4.				
5.				
6.				
<b>D. OPERATING EXPENSES</b>				
1. Salaries/Staff (3months)				
2. General Expenses				
3. Training				
<b>F. OTHER</b>				
1. Licenses				
2. Rent(3months)				
3.				
4.				
5				
6.				
<b>TOTAL</b>				
<b>MATCHING CONTRIBUTION %</b>	%	%	%	100%

### III. FINANCIAL PROJECTIONS OF PROPOSED ACTIVITY

Please provide historical income statement information (if currently in similar business activity) and up to 3 years of projections in the following or similar format.

DESCRIPTION STATEMENT	ACTUAL 2008	ACTUAL 2009	PROJECTED 2010	PROJECTED 2011	PROJECTED 2012
Total Sales					
Total Expenses					
Profit					

Notes: Please provide actual figures for the grain trade you have been involved in for the last two years; the number of farmers served and volume of grain moved.

### IV. FINANCIAL STATEMENT OF EXISTING ENTERPRISE (Give details from Agrodealer Business)

Total sales last year: Year.....	Value: UGShs .....
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DESCRIPTION STATEMENT	ACTUAL 2008	ACTUAL 2009	PROJECTED 2010	PROJECTED 2011	PROJECTED 2012
Total Sales					
Total Expenses					
Profit					

Financing: (describe any loans or grants that you have obtained for the existing enterprise, the source, the amounts, the duration, and any amounts yet to be repaid):

NO	SOURCES OF FINANCE (Grant / Loan)	DURATION	AMOUNT (UGSHS)	LOAN BALANCE (UGSHS)
1				
2				
3				
4				
5				



Sources of GRAIN: (specify the individuals or locations from which grain will be obtained; estimate how many people will be involved in supplying to the grain.).

NO	GRAIN TYPE	ESTIMATED VOLUMES (MT) Per Year	NUMBER OF FARMERS
1			
2			
3			
4			
5			
6			

Markets for Grain

NO	TYPE OF GRAIN	MARKET /BUYERS
1		
2		
3		
4		
5		

Types and number of new employees (Expected employment creation from this investment):

NO	CATEGORY OF EMPLOYEES	NO. OF EMPLOYEES		TOTAL
		Male	Female	
1				
2				
3				
4				

Are there any other problems that might cause the project to fail? If Yes, list

1.	.....
2.	.....
3.	.....
4.	.....
5.	.....

## INVESTEES CERTIFICATIONS

1. Investee certifies that he/she has no financial relationship, past, present, or in prospect, with any employee, officer, or representative of AGMARK and UNADA.
2. Investee certifies that no investment funds will be used for:
  - Repayment of debt.
  - Entertainment representation, gifts, gratuities, donations, alcoholic beverages, tobacco products, fines and penalties.
  - Activities involving physical violence by any individual, group, or government.
  - Costs related to campaigns for public office.
  - Lobbying directed at influencing public policy decisions of any local or National government.
  - Costs related to education, training or informing audiences of any partisan policy or practice or candidate for office.
  - Activities unlawful under local or National law.
3. Investee certifies that all information provided in this application form is true and correct to the best of his/her knowledge.

\_\_\_\_\_  
Signature of applicant

\_\_\_\_\_  
Date

### Attachments

1. Business licenses
2. UNADA Membership certificate

**ANNEX 2: LETTER OF AWARD**  
**GRANT AWARD LETTER**  
**BETWEEN**  
**AGMARK-KENYA**  
**AND**  
**(Name of grantee)**

This Letter Agreement “Agreement”) is made between the Agricultural Market Development Trust. (“AGMARK”) a Kenyan Institution organized under the laws Kenya, having its principal office at Ojijo Plaza, Ojijo Lane, P.o box and XXXX (name of grantee, description or type of grantee) of P.O Box XXX city/town organized under the laws of Kenya having its principal office in XXX Town hereinafter referred to as “Grantee”.

AGMARK supports the commercial, private sector development of sustainable agribusiness in agricultural inputs, outputs and services for small and medium-sized farmers. AGMARK is implementing agricultural development projects in Kenya, Uganda and Rwanda with funding from USAID-COMPETE. In this initiative, AGMARK seeks to expand the incomes of Rural African farmers by improving their access to markets for surplus grain produced. Matching grants to support these activities is a key component of the AGMARK program

The purpose of this Agreement is to detail and assign responsibility to AGMARK and Grantee for their collaborative effort in connection with AGMARK’s award to Grantee of a Matching Grant to support sustainable agricultural development.

**Article 1. Grant Description**

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AGMARK awards to XXX a grant of up to \$ XXX for the purposes of and under the conditions specified in the attached grant application, which is incorporated in this Letter of Agreement and constitutes a part of it.

**Article 2. Effective Date and Term of the Agreement.**

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The effective date of this agreement is the date of the last signature of AGMARK or Grantee. The term of the Agreement is one year.

**Article 3. Payment/Disbursement of Grant Funds**

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Disbursement of approved grants will be made through either of two methods: direct procurement and then delivery to the recipient or through reimbursement/payment to the recipient upon meeting of defined milestones. Amount disbursed under this grant shall not exceed the grant award amount described in Article 1 above.

Achievement of defined project implementation steps, also known as milestones will be used to trigger payment to a grantee or the direct procurement of a project asset. Defined milestones with related payment amounts or asset procurements have been developed in discussions between AGMARK and the Grantee and are included as Annex II.

## Article 4. General Terms and Conditions of the Agreement

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### A. Role of USAID-COMPETE

The Parties understand that USAID-COMPETE, in funding AGMARK's Eastern Africa Programs, has reserved for itself certain rights, including the right to review the terms of this Agreement and overall project implementation. Both Parties agree, however, that USAID-COMPETE is not a party to this Agreement and, as such, holds no third party liability hereunder.

### B. Title of Equipment

Title of property financed by AGMARK utilizing grant funding is titled immediately in the name of the Grantee. However, if the Grantee fails to meet their responsibilities as defined in this Grant Award Letter, AGMARK may request that all grant financed assets be returned to AGMARK and Grantee agrees to so comply.

### C. Cost Sharing

Grantee will contribute that amount prescribed in the grant application as its cost share to the project. It will maintain adequate documentation to establish that it has met this cost sharing obligation.

### D. Accounting, Financial Reporting, Audit, and Program Reporting

1. Grantee will keep and provide to AGMARK a full account of its use of the grant funds and of its cost share.
2. The Grantee agrees to provide the following information on a monthly basis:
  - a. Total value and volume of grain traded
  - b. Total number of farmers from whom the grain has been purchased.
  - c. Number of Employees under the project
  - d. Total Project Revenue
  - e. Number of Farmer Benefiting from the project.

### E. Force Majeure

Neither party shall be liable to the other for an unforeseeable event, beyond its reasonable control and not caused by its fault or negligence of such party, which causes it to be unable to perform its obligations under this Agreement. If a *force majeure* event occurs, the party unable to perform is to notify the other party promptly and to use reasonable efforts to resume performance as quickly as possible. Each party shall bear its own costs during the *force majeure* and neither shall be liable to the other.

### F. Grantee Certifications

1. Grantee certifies that he/she has no financial relationship, past, present, or in prospect, with any employee, officer, or representative of AGMARK or AGMARK/USAID-COMPETE Field Office personnel.

2. Grantee certifies that no grant funds will be used to repay debts.
3. Grantee certifies that no grant funds will be used for:
  - Entertainment representation, gifts, gratuities, donations, alcoholic beverages, tobacco products, fines and penalties.
  - Activities involving physical violence by any individual, group, or government.
  - Costs related to campaigns for public office.
  - Lobbying directed at influencing public policy decisions of any local or national government.
  - Costs related to education, training or informing audiences of any partisan policy or practice or candidate for office.
  - Activities unlawful under local or national law.

## G. Amendments

Changes in or modifications of the terms or scope of this Agreement shall be made in writing and signed by both parties. Any amendments, which increase the amount or extend the term of this Agreement, also must be approved by AGMARK in writing to be effective.

## H. Suspension & Termination

### 1. Suspension

AGMARK may, at any time, by written notice to Grantee, require Grantee to stop all, or any part of, the Project related to AGMARK's contribution for a period of up to 90 days and for any longer period to which the parties may agree ("period of suspension"). Upon receiving a suspension notice, Grantee shall take all reasonable steps to minimize costs allocable to AGMARK's portion of the Project when the work is stopped. During the period of suspension, AGMARK shall either -- (1) cancel the suspension and direct Grantee to resume performance under this Agreement; or (2) terminate this Agreement for cause or convenience or changed conditions as provided below.

### 2. Termination

**For Cause:** AGMARK may terminate the Agreement for cause at any time, in whole or in part, upon written notice to Grantee; whenever it is determined that Grantee has failed to comply with the terms and conditions of the grant agreement. AGMARK shall provide written explanation of the basis for its determination and subsequent actions to be taken by either party within three (3) business days of its notification to Grantee to terminate or suspend the grant agreement. In the event of termination for cause, no further payments will be made beyond the last payment made and the Grantee may be required to pay back or return tangible assets.

**For Convenience:** The parties may agree mutually to terminate the agreement at any time, in whole or in part, if both parties agree that the continuation of the agreement would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

**For Changed Circumstances:** If at any time AGMARK determines that continuation of all or part of the funding for the agreement should be suspended or terminated because such assistance would not further the objectives of the Program, be in the interest of the United States, or would not be in accordance with pre-existing law, then AGMARK shall notify Grantee, in writing, of such termination and direct Grantee to cease incurring additional obligations chargeable to the grant other than those costs already irrevocably committed to third parties or specified in the notice of termination.

**I. Miscellaneous**

1. Governing Law. The construction, validity, performance and effect of this Agreement shall be governed by the laws of the applicable laws of Kenya with regard to issues related to AGMARK. Each party hereto consents to the jurisdiction and venue of the Federal and local courts of Kenya, as applicable.
2. Indemnification. Grantee shall be solely responsible for the payment of all claims for the loss of property, personal injury, or death or otherwise arising out of any willful misconduct or negligent act or omission of its employees, partners, agents or representatives in connection with this Agreement. Grantee indemnifies and holds harmless AGMARK for any loss, claim, damage, or liability of any kind arising under this Agreement.
3. Assignment. Grantee agrees not to assign or transfer any of its rights or obligations under this Agreement to another party without the prior written consent of AGMARK.
4. Notification. All notices pertaining to or required by this Agreement shall be in writing, signed by an authorized representative and delivered by hand or sent by certified mail, return receipt requested, with postage prepaid, addressed as follows:

<b>AGMARK</b>	<b>Grantee (Insert contact info)</b>

**IN WITNESS WHEREOF**, both Parties, by their duly authorized representatives, indicate their agreement and acceptance of the terms of this Agreement:

FOR:  
**AGMARK-KENYA**

FOR:  
**Applicant**

\_\_\_\_\_

\_\_\_\_\_

**Name: James Mutonyi**  
**Title: AGMARK-KENYA Country Director**

**Name:**  
**Title:**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

