



Date: 4 March 2019

**REQUEST FOR PROPOSAL**

**Reference No: 2019/2**

**A Consultancy Assignment Module Development and Conduct of Workshops for Capacity Strengthening of LGBTQI Organizations and Activists to Engage with Private and Financial Sectors in Cambodia, Indonesia, Lao PDR and Philippines**

**Dear Sir/Madam,**

APCOM hereby invites RFP from individual professionals or firms for a consultancy assignment to develop a module and conduct of workshop for capacity strengthening of LGBTQI organisations and activists to engage with private and finance sectors in Cambodia, Indonesia, Lao PDR, and the Philippines under the project titled Finance Inc., supported by VOICE Global.

The assignment will be from June 2019 until November 2019 which includes the module development (June-July) and implementation of the the module by conducting the workshops in the countries (target months of implementation are within the months of October-November).

It is preferred that consultants are from the country where workshop will be implemented to ensure familiarity with the country context. However, interested consultants not from the country where workshop will be conducted but based in South East Asia can submit proposal and provide justification in his/her proposal.

Further, technical proposals can be for one country or may cover two (2) countries in the same sub-region (Indonesia and Philippines; Cambodia and Lao PDR).

In order to prepare a responsive proposal, interested consultants or firms are expected to examine in detail the RFP documents:

- Annex 1. Proposal Instruction Sheet (PIS)
- Annex 2. Terms of Reference (TOR)
- Annex 3. Evaluation Methodology and Criteria
- Annex 4. Format of Technical Proposal
- Annex 5. Format of Financial Proposal
- Annex 6. Proposed Sample of Contract



The interested consultants or firms will be selected based on the Evaluation Methodology and Criteria indicated in Annex 3.

This letter is not to be construed in any way as an offer to contract.

Yours sincerely,

Vaness Kongsakul  
Operations Manager  
APCOM Secretariat

**ANNEX 1 - Proposal Instruction Sheet (PIS)**

No.	Instruction to Proposers	Specific Requirements
1	Deadline for Submission of Proposals	Date and Time: 31 May 2019, 6:00PM City and Country: Bangkok, Thailand (for local time reference, see <a href="http://www.greenwichmeantime.com">www.greenwichmeantime.com</a> ) This is an absolute deadline, the proposal received after this date and time will be rejected.
2	Manner of Submission	<input checked="" type="checkbox"/> Electronic submission of Proposal (PDF converted file) only
3	Address for Proposal Submission	Your offer comprising of technical proposal and financial proposal must be entirely separated and submitted in two (2) different files with clear subject as (Financial Proposal: RFP Ref No: ) and (Technical Proposal: RFP Ref No: )  Both the proposals should reach the following email address Technical Proposal <a href="mailto:JoinUs@apcom.org">JoinUs@apcom.org</a> Finance Proposal <a href="mailto:operations@apcom.org">operations@apcom.org</a> <b>Not later than 31 May, 2019</b>
4	Language of the Proposal	English. The Proposal, as well as related correspondence, should be written in English.
5	Proposal Currencies	USD
6	Proposal Validity Period commencing after the deadline for submission of proposals	30 days
7	Technical proposal	Technical proposal shall not include any financial information. A technical proposal containing financial information may be



		declared non-responsive. Consultants or firms must use the forms listed in this RFP.
8	Financial proposal	The financial proposal shall be prepared using the proposed RFP forms (can add rows for new line items)
9	Clarifications of solicitation documents	Requests for clarification shall be submitted 3 days before the deadline for submission of the proposal.
10	Contact address for requesting clarifications on the solicitation documents	Requests for clarification should be addressed to the e-mail address: <a href="mailto:rangsits@apcom.org">rangsits@apcom.org</a> Proposers must not communicate with any other personnel of APCOM regarding this RFP. <u>This Email Address is for clarifications only. Do not send or copy your proposal to this e-mail address, doing so will disqualify your proposal.</u>
11	Opening of proposals	APCOM will open the Technical Proposals in the presence of an Evaluation Committee formed in accordance with its Operational Manual.
12	Evaluation	Refer to Annex 3
13	Negotiation	Negotiation in the RFP is allowed with the short-listed suppliers only. The purpose of the negotiation is to help and clarify ambiguities, correct mistakes, discuss on technical matters, deficiencies in order to improve in both the technical and financial aspects of the offers.
14	Award of contract	APCOM reserves the right to accept or reject any Proposal and to annul the solicitation process and reject all Proposals at any time prior to award of the contract, without any obligation to provide any notice, explanation or justification, therefore.  Prior to the expiration of the period of Proposal validity, APCOM will award the contract to consultant/firm who obtains the highest score according to the Evaluation Methodology and Criteria.  APCOM will send the successful bidder the Contract which constitutes the Notification of Award. Within 5 working days of receipt of the Contract, the successful bidder shall sign and date the Contract and return it to the APCOM office.



15	Confidentiality	Information relating to the evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.
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**ANNEX 2 - Terms of Reference**

<b>Title</b>	<b>Consultants for Module Development and Conduct of Workshops for Capacity Strengthening of LGBTQI Organizations and Activists to Engage with Private and Financial Sectors</b>
<b>Project Name</b>	<b>Finance Inc: Developing a LGBTQI Inclusive Approach for the Asian Development Bank</b>
<b>Location</b>	<b>Cambodia, Indonesia, Lao PDR, and the Philippines</b>
<b>Reports to:</b>	<b>SOGIESC and Rights Officer</b>
<b>Duration and period of consultancy</b>	Module Development – June-July 2019 Conduct of Workshops – 2 days within October-November 2019 (to be coordinated and finalized with APCOM and country partners) Submission of post-workshop report: 2 weeks after conduct of workshop

**A. Background**

**About APCOM**

Founded in 2007, APCOM is a coalition of members – governments, UN partners, non-profits and community based organisations – from Asia and the Pacific. We represent a diverse range of interests working together to advocate on, highlight and prioritise HIV issues that affect the lives of men who have sex with men (MSM) and transgender people, including rights, health and well-being.

By influencing governments and opinion leaders, we are generating positive, enduring change. The APCOM Strategic Framework for 2018-2020 is available at this [link](#) or, you can visit [www.apcom.org](http://www.apcom.org).

**About Finance Inc.**

*Finance Inc is a 3-year project (2018-2020) being implemented by APCOM and its project partner organizations in Cambodia, Indonesia, Lao PDR and the Philippines. This project is supported by VOICE Global under their Influencing Grants.*

Finance Inc is anchored on the human rights principles of equality and non-discrimination as expounded in The Universal Declaration of Human Rights and other international human rights instruments which recognize that ‘*all human beings are born free and equal in dignity and rights.*’ Further, it is also anchored on The Sustainable Development Goals (SDGs), otherwise known as the Global Goals by the United Nations, are a universal call to action to end poverty, protect the planet and ensure that *all people* enjoy peace and prosperity, goals to be achieved by 2030. The SDGs, even without specific mention of LGBTQI has the principle of ‘leaving no one behind.’

*Financial inclusion of LGBTQI people and communities is aligned with APCOM’s vision of ‘a world where all gay men, other men who have sex with men and people of diverse sexual orientation, gender identity, gender*



*expression and sex characteristics can fully participate in and achieve sustainable development in all aspects of their health, rights and wellbeing.'*

More information about Finance Inc. can be accessed [here](#).

### **B. Project purpose**

Finance Inc aims to strategically engage and advocate with financial and development institution including the Asian Development Bank for LGBTQI inclusion and contribute to capacity strengthening of LGBTQI organizations in engaging with financial institutions and the private sector.

### **C. Purpose of Capability Building Module and Workshops**

The capability strengthening module and workshops aim to contribute to LGBTQI organizations' ability to engage with the private and finance sector in each country towards being more LGBTQI inclusive.

It also aims to explore ways and platforms of how LGBTQI organizations can partner with the private and finance sectors.

### **D. Scope of services**

1. Development of a 2-day module for a workshop strengthen capacity of LGBTQI organizations and activists in Cambodia, Indonesia, Lao PDR, and the Philippines.
2. Implementation of 2-day workshop with 30 participants from LGBTQI organizations; one (1) workshop each in Cambodia, Indonesia, Lao PDR and the Philippines.
3. Evaluation of workshops.
4. Workshop report and documentation
3. Ensure participation of country partner organizations in the module development and implementation of capacity strengthening workshops.

### **E. Deliverables**

Task 1 – Module development for a 2-day workshop with 30 participants from LGBTQI organizations from each country where Finance Inc. is being implemented. The module will include methodologies and contents, materials, and facilitators' guide, and pre- and post-test, and workshop evaluation. Contents will include a mapping of good practices of LGBTQI organizations and communities with the private and finance sectors in the region, among others.

#### **Deliverable 1 – Outline of the Module**

**Deliverable 2 – Draft Module (package to include methodologies and contents, materials, and facilitators' guide, and pre- and post-test and workshop evaluation)**

#### **Deliverable 3 – Final Training Module package**

Task 2 - Conduct of 1 2-days workshop with 30 participants from LGBTQI organizations from each country where Finance Inc. is being implemented specifically Philippines, Cambodia, Indonesia and Lao PDR



**Deliverable 4 – Draft Agenda**

**Deliverable 5 – Conduct of 1 workshop**

**Deliverable 6 - Post workshop report summarizing highlights, learnings, and reflections, processed evaluation and recommendations from the workshop.**

**F. PAYMENT SCHEDULE & MILESTONES**

Payment will be made through bank transfer. Milestones can be negotiated. Please present your proposed payment schedule and milestones in your Technical and Financial Proposals.

Please note that all expenses which will be incurred in the actual conduct of workshops (venues, meeting packages, transportation of participants) will be covered by the project, thus should not be included in the Financial Proposal.

<b>Payment Schedule</b>	<b>Milestones</b>	<b>Tentative Date of Delivery</b>
First payment (20%)	Deliverable 1 Deliverable 2 Deliverable 3	July 2019
Second payment (40%)	Deliverable 4 Deliverable 5	Within October-November 2019
Third and final payment (20%)	Deliverable 6	November 30 2019

**G. DURATION**

Module Development –June-July 2019

Conduct of Workshops – within October-November 2019 (to be coordinated and finalized with country partners)

Submission of final report – after each workshop

**H. QUALIFICATIONS**

It is preferred that consultants are from the country where workshop will be implemented to ensure familiarity with the country context. However, interested consultants not from the country where workshop will be conducted but based in South East Asia can submit proposal and provide justification in his/her proposal.

Further, technical proposals can be for one country or may cover two (2) countries in the same sub-region (Indonesia and Philippines; Cambodia and Lao PDR).

**Minimum Educational Requirement:**

Degree in social sciences, economics, or other related fields.



**Professional Experience:**

Minimum of 3 years of professional working experience and providing consultancy in the fields of human rights, LGBTQI issues, and the private and finance sectors.

**Functional/Technical Knowledge**

- Must be familiar with and have experience working in the areas of human rights and LGBTQI rights
- Familiarity with and experience working on LGBTQI issues in the country where workshop will be implemented in.
- Familiarity with finance and private sectors in the country where workshop will be implemented in.
- Strong background in module development, participatory methodologies, and facilitation
  - Excellent communication skills and able to translate hard concepts into simple and easy language to the participants.
  - Excellent written communication skills in English, especially drafting meeting report.

**I. REPORTING & COMMUNICATION**

The successful applicant for this consultancy will work closely and report to APCOMs SOGIESC and Rights Officer. Coordination with country partner organization is also expected.



### ANNEX 3. Evaluation Methodology and Criteria

#### **Evaluation Methodology:** Combined Technical and Financial Proposal

The weight of Technical Proposal is 80 percent with 800 maximum points. Any technical proposal with a score below 65% is rejected, and the financial file will remain unopened at the end of the selection process.

The Technical Proposal calculation is as follow:  $(80 (\% \text{ technical proposal weight}) \times \text{Company total points}) / 100$  (maximum points) = X%

The weight of Financial proposal is 20% with a maximum of 200 points

The Financial Proposal calculation is as follow:

Lowest bid proposed = maximum points = 200

Other bids are calculated as follow:  $(200 (\text{maximum points}) \times \text{lowest price evaluated}) / \text{price under consideration}$  = number of point

The Proposals will be ranked according to their Combined Technical and Financial Proposal scores.

The Company achieving the highest combined score will be invited for Negotiation and Contract Award.

#### **Evaluation of technical proposal:**



The quality of each technical proposal will be evaluated in accordance with the following technical evaluation criteria and the associated weighting (total possible value of 800 points):

<b>Expertise and Capability of Consultant/Firm</b>		<b>Points obtainable</b>
A	One page <u>value statement</u> is indicating why he/she or the proposed agency is the most suitable to carry out the assignment.	100
B	The Past and ongoing assignment/project details with results (relevant to the proposed assignment)	100
C	Training Plan, Approach & Methodology <ul style="list-style-type: none"> <li>○ Theory to the topic and drawing context</li> <li>○ Establishing approach, objectives and expected results (same as mentioned in the ToR)</li> <li>○ Content/Topics (agenda)</li> <li>○ Plan, methodology, and techniques (adapting adult learning cycle)</li> <li>○ Outline for Technical Assistance Plan</li> <li>○ Timeline/work plan (with defined milestones)</li> </ul>	300
D	Quality Assurance and Monitoring <ul style="list-style-type: none"> <li>○ Strategy/Steps for quality control and check</li> <li>○ Measuring success indicators (before, during and after the training)</li> </ul>	150
E	Outline of; Trainers Guide/Manual and Workshop report	50
F	Detailed CV/Profile of the consultant/firm (Detail any specialized knowledge that may be applied to the performance of the TOR. Include experiences in the region.  If it is a firm, then please include the team composition and CVs of all, but only the CV of lead consultant/trainer will be used for scoring) <ul style="list-style-type: none"> <li>○ More than 8 years of experience</li> <li>○ Master's degree in Business/Social Sciences</li> <li>○ Proven experience in planning and facilitating capacity building workshops</li> <li>○ Proven experience in developing SOPs</li> <li>○ Experience working with UN, INGO, and Community-led organizations</li> <li>○ Experience working in the region especially with communities in South Asian countries</li> <li>○ Experience working on the issues related to LGBTQI &amp; Human Rights work</li> <li>○ Excellent command of language (English)</li> </ul>	100
<b>65% of 800 pts = 520 pts needed to pass technical</b>		<b>800</b>

A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of **65%** or 520 points of the obtainable score of a maximum of **800** points for the technical proposal.





#### **ANNEX 4. Format of Technical Proposal**

**Proposals not submitted in this format may be rejected.** The Technical Proposal should include the following details,

**Covering Letter** (use the sample provided, please submit signed copy with organization seal)

To:

Pajjittra Katanyuta,  
Operations Manager  
APCOM Secretariat  
66/1 Sukhumvit 2,  
Klongtoey, Bangkok 10110  
Thailand

Date:

*We, the undersigned, hereby are pleased to submit the Technical Proposal in response to the RFP Reference number (XXX).*

*We, the undersigned, declare that we have read and understood the Terms of Reference, evaluation method, sample contract. We at this moment declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.*

*We have followed the Proposal Instruction Sheet and accordingly prepared our submission. We understand that you are not bound to accept the lowest evaluated proposal or any other proposal that you may receive.*

Signed: \_\_\_\_\_ (insert date of signing)

Name: \_\_\_\_\_ (insert complete name)

Position:

#### **Technical Proposal**

A) The proposer is requested to include a *one-page value statement* indicating why he/she/consulting firm is the most suitable to carry out the assignment.

B) The Past and ongoing assignment/project details with results (relevant to the proposed assignment)

C) Training Plan, Approach & Methodology

- Theory to the topic and drawing context (half page)
- Establishing approach, objectives and expected results (same as mentioned in the ToR)
- Content/Topics (agenda)
- Plan, methodology, and techniques (adapting adult learning cycle)
- Outline for Technical Assistance Plan
- Timeline/work plan (with defined milestones)



D) Quality Assurance and Monitoring

- Strategy/Steps for quality control and check
- Measuring success indicators (before, during and after the training)

E) Outline of; Trainers Guide/Manual and Workshop report

F) Detailed CV (Detail any specialized knowledge that may be applied to performance of the TOR. Include experiences in the region)

**Important submissions**

- Soft copies or link of previous work: Training package, module, guide/manual, workshop reports
- Minimum 3 references (Name, organization, nature of business/association, email address)



**ANNEX 5. Format of Financial Proposal**

**Finance Proposal**

The Financial Proposal must be prepared and submitted as a separate PDF file from the rest of the RFP response as indicated in (Annex 1). The components comprising the total price must provide sufficient detail to allow APCOM to determine compliance of proposal with requirements as per TOR of this RFP.

Instructions:

- Use the most recent daily consultancy rate (attach evidence, recent contract)
- Include airfare round trip (only economy) and daily stay and allowance estimated cost.
- Include any other ground travel or incidentals expected expenses based on your experience
- Please provide explanation/notes for each line item for clarity during evaluation
- Include any tax (%) applicable to this assignment as per your country law.

A. Consultancy cost				
Task (as mentioned in the ToR)	Number of days	Daily rate	Amount (USD)	Notes
Deliverable 1				
Deliverable 2				
Deliverable 3				
"				
"contd...				
Others (pls. specify):				
B. Operational cost				
Ex: Flights				
Total				
Total A + B				
C. Applicable tax (0%)				
<b>Grand Total A + B + C</b>				

**Signature of Financial Proposal**

\_\_\_\_\_  
Signature/Stamp of Entity/Date

Name and position:



**ANNEX 6. SAMPLE CONTRACT**

**CONSULTANCY CONTRACT – MSA 15/04**

This agreement is made by and between **APCOM – Asia Pacific Coalition on Male Sexual Health** (“APCOM”) and doing business at:

.....  
.....

and independent consultant **Mr. XYZ** doing business at:

.....  
.....

To provide consulting services and work on the **[Assignment Title]** under the APCOM-MSA Programme.

**1. Effective Date:**

The duration of this assignment is effective from .....

**2. Terms of References:**

Consultant shall complete the work as outlined in the Terms of References, which is attached hereto as Annexure-A and incorporated herein by reference. Consultants warrant that the obligations undertaken by him under this Agreement shall be performed and completed by generally accepted industry standards, practices, and principles applicable to the work.

**3. Compensation :**

**XYZ** shall be paid as per the estimated budget of **0000 USD (xxxxxxxxxxxxxxxxxxUS Dollars)**, which included **0%** Service Tax, as applicable, for an actual number of days of engagement, for this specific assignment which will be binding on both parties, until and unless changed by an amendment. The estimated budget may undergo change during workplan development and increase or decrease in a number of days may occur, if there is a change in estimated budget accordingly amendment will be made.

The compensation will be paid upon submission of an invoice, as applicable upon completion of the assigned task. In the event of a dispute between parties, APCOM may withhold payments otherwise due to **XYZ** until a settlement of that dispute has been reached.



Beyond the compensation mentioned above, Consultant shall receive no allowance, remuneration or benefits from the organization during or after the effective date of this assignment.

**4. Expense Reimbursement:**

A well-planned travel schedule if applicable as per the ToR will be developed by XYZ the travel plan of the Consultant must be approved by the appropriate reporting authority in APCOM before taking any travel.

**5. Payment & Deliverables:**

Consultant shall be paid in the manner detailed below (detailed budget enclosed **Annexure-B**);

<b>Deliverables</b>	<b>Payment Schedule</b>
<b>Task xxx</b>	<b>Deliverables xxx</b>
<b>As mentioned in the TOR</b>	

Payments shall be made on submission of invoices (APCOM prescribed format), by APCOM Operation Unit, along with a satisfactory note/clearance note from the reporting supervisor at APCOM. Payment will be made by via wire transfer in favor of the XYZ as per the deliverable and payment schedule mentioned in the above table.

**6. Reports :**

Consultant shall complete tasks and submit reports on completion of each deliverable as desired in the **Annexure-A**, to Programme Manager, for technical review and inputs copying to Finance Officer and Executive Director at APCOM. However, the Executive Director at APCOM shall be the final authority and approve the invoices.

**7. Invoice Statements and Adjustments:**

In the event that any invoice statement is found to be incorrect, that invoice statement shall be corrected immediately, and an appropriate payment or adjustment shall be made between the parties.

**8. Judge of Quality:**

The Programme Manager at APCOM shall be the judge to determine whether or not the task has been completed satisfactorily. However final installment of the compensation shall be paid to XYZ only after approval of the final deliverable by the Executive Director at APCOM.

**9. Independent Service Provider Status:**

XYZ is an independent, and this contract is executed between APCOM and XYZ on Principal to Principal basis. The parties further agree that nothing in this contract shall be confused to create an employer/employee relationship, partnership or joint venture between the parties or between APCOM and any employee of APCOM. Further, neither APCOM nor XYZ is an agent of the other and parties have no right or authority to enter into any contract or undertaking in the name of / or for the account of the other party or to create or



assume any obligation of any kind, express or implied on the other. This contract and the duties to be performed by XYZ hereunder shall not be assigned, outsourced in whole or in part.

**10. Confidential Information:**

XYZ may receive confidential information of APCOM and other Country Partners in connection with the performance of this contract. XYZ shall not disclose any confidential information of APCOM or its Country Partners to any person or other third-party or make use of such confidential information for own purposes at any time without APCOM prior written consent; provided, however, that confidential information may be disclosed to government authorities if the disclosure is required by law and XYZ has provided sufficient notice thereof to APCOM and a reasonable opportunity to defend against such disclosure.

Confidential information of APCOM, inter-alia shall include any information (written, oral or observed) relating to APCOM's: (a) donors and potential donors; (b) beneficiaries; (c) employees; (d) business and strategic plans; (e) finances; and (f) relationship with governmental entity. Confidential information of APCOM shall also include information specifically designated confidential by APCOM or which XYZ

Knows or reasonably should know is not known to the public. Notwithstanding the preceding, Confidential information of APCOM shall not include any information that is known to the public or readily ascertainable from publicly available sources. XYZ shall take steps necessary to assure that its employees comply with confidentiality clause specified in this contract.

**11. Written Articles/Correspondence:**

Any articles about activities written by XYZ or jointly with any other person during this assignment for APCOM, and all correspondence that XYZ may have with other organizations in connection with APCOM activities shall become the sole property of APCOM and XYZ shall have no claim over the same.

**12. Ownership of Work:**

XYZ represents and warrants that all work created under this contract with APCOM and for its Country Partners shall be their original work and that no third party shall hold any rights in or to such work. APCOM shall have all right, title and interest in the said work and the work so created has been created for the use of APCOM who shall have the exclusive right to publish the same. However, the support of XYZ Consulting Services shall be acknowledged and specified.

**13. Dual compensation:**

XYZ at this moment certifies and agrees that receipt of compensation for service to be provided under this contract shall not constitute dual compensation or compensation from sources other than APCOM.

**14. Cancellation and Default:**



APCOM may exercise any of the remedies under the following circumstances:

- APCOM may cancel the whole or any part of this contract, in APCOM's good faith judgement, XYZ fails to perform any other of the provisions of this contract, or by an act of commission or omission jeopardizes performance of this contract in accordance with its terms, and does not cure such failure or other act within a period of five (5) days' notice of such default.
- Further APCOM may not engage or consider the consultant for future assignments/work.

#### **15. Early Termination of the Assignment:**

If for any reason, the Executive Director, APCOM determines that the contract should be terminated, he can do so at his discretion with sufficient notice writing.

If for any reason, XYZ should decide to terminate the contract before satisfactory completion of the task, the consultant may do so at their discretion with prior notice in writing and only after handling over all notes, worksheets and drafts prepared to date and after a thorough de-briefing with Executive Director, APCOM.

#### **16. Compliance with Laws:**

XYZ shall comply with all laws, regulations, and orders applicable in connection with the performance of this contract.

#### **17. Amendments and Modifications:**

This contract can only be amended by written mutual consent of the parties (APCOM and XYZ) to this contract. The amendments shall be documented and allotted a distinctive number.

No other correspondence between the parties, in any other manner whatsoever, shall be construed as binding in intent or as a modification, and /or mutual consent to modify this contract.

#### **18. Certification regarding Terrorism:**

Consultant at this moment certifies that it has not provided and will not provide material support or resources to any individual or organizations that it knows, or has reason to know, is an individual or organization that advocates, plans, sponsors, engages in, or has engaged in the act of terrorism.

This agreement shall be in effect as of the date of signing by the parties, below.

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Authorized Signature for APCOM  
Executive Director



Date:

I do hereby accept the terms and conditions of this assignment as set out in this agreement, and by my signature hereto, I bind myself to abide by these terms.

**ACCEPTED:**

Authorised Signature for XYZ  
CEO  
Date:

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Encl: ToR