

GENERAL TERMS AND CONDITIONS

AMEA

(February 2021)

1. DEFINITIONS

1. **AMEA:** The Agribusiness Market Ecosystem Alliance, a global multi-stakeholder alliance of diverse organizations sharing a belief in the collective and transformative power of farming as a business and increasing the professionalism of farming organizations, which is formed by AMEA Foundation and its Members.
2. **AMEA Foundation:** Stichting AMEA, a foundation (*stichting*) incorporated under the laws of the Netherlands, registered with the Commercial Register under number 65992792.
3. **AMEA Application Form:** the application form pursuant to which a prospective Member applies for a Membership of AMEA.
4. **AMEA Board:** the board of directors of AMEA Foundation.
5. **AMEA Working Group:** each working group established by the AMEA Board and composed of Members, with a specific focus area and with the common goal to contribute to the development and implementation of the AMEA Framework.
6. **Admissions Procedure:** the procedure performed by AMEA Foundation to determine whether a prospective Member meets the requirements for becoming a Member.
7. **AMEA Framework:** the combination of seven elements used by AMEA in order to achieve the AMEA vision and mission, being: 1. global definition for professional farmer organizations ("**ISO/IWA Global Definition**"), 2. AMEA approved assessment tools ("**AMEA Approved Assessment Tools**"), 3. AMEA approved training and coaching curricula ("**AMEA Approved Curricula**"), 4. AMEA approved assessors, trainers, coaches, 5. common indicators for understanding the effectiveness and efficiency of supporting farmer organizations to improve access to markets and improve livelihoods ("**AMEA Common Indicators**"), 6. learning loops through implementation, collaboration, learning, and adaptation, and 7. an online platform to facilitate the contact between Members ("**AMEA Hub**").
8. **IPR:** all copyrights, neighboring rights, database rights, patent rights, trademark rights, trade name rights, design rights, portrait rights, trade secret rights, rights in domain names, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, related dependent or ancillary rights and priority or goodwill rights and all similar or equivalent rights or forms of protection in any part of the world.

9. **Member:** each natural or legal person that has applied and has been approved as member of AMEA. Members are categorized in different categories, including 'Partner', 'Associate', 'Trainer', 'Coach', 'Assessor', 'Donor' or 'Strategic Partner'.
10. **Membership:** the legal relationship between the Member and AMEA, governed by these Terms and Conditions and the AMEA Application Form.
11. **Terms and Conditions:** these terms and conditions.

2. GENERAL

The vision and mission of AMEA are as follows:

AMEA vision: A vibrant market system where farmer organizations are professional partners in supply chains.

AMEA mission: To use our collective and transformative power for scaling-up the development of professional farmer organizations to access market opportunities and improve livelihoods.

AMEA supports a sustainable future for smallholder farmers – advancing professional farmer organizations.

All supply chain stakeholders have a shared interest in achieving better quality, quantity and reliability, delivered through resilient and sustainable supply chains.

There are great opportunities to achieve widespread supply chain improvements through increasing the professionalism of farmer organizations whilst simultaneously improving their livelihoods.

The AMEA Framework is a leading collective and integrated methodology for realizing the shared benefits for all supply chain stakeholders. The AMEA Framework is developed by AMEA globally and promoted through local implementation partnerships.

3. MEMBERSHIP

- 1) When a prospective member registers via the AMEA Application Form, they apply as and request to be admitted as a specific category of Member. Upon registering the prospective Member accepts the applicability of these Terms and Conditions.
- 2) To qualify and be accepted as a Member the applicant must meet the admission requirements of AMEA. This will be determined by the Board and consideration of any reputational risk to AMEA will be taken into account in the procedure.

4. GENERAL BENEFITS AND OBLIGATIONS MEMBERS

- 1) Each Member shall refrain from any behavior and from communications in whatever form that could adversely affect the reputation or activities of AMEA Foundation, AMEA or any Member. Furthermore, each Member commits itself to:

- a) paying the annual Membership fee; the initial fee payment determines the starting date of membership and in subsequent years the fee is due no later than two weeks after the anniversary of joining AMEA. The fee for each category is determined by the AMEA Board and is subject to an annual indexation review;
 - b) making their best efforts to actively using and promoting the most recent version of the ISO/IWA Global Definition.
- 2) A Member categorized as an 'Associate' or 'Partner' shall have the following benefits:
- a) the use and development of the AMEA Framework for high quality capacity development in order to advance professional farmer organizations;
 - b) access to qualified trainers and coaches who are using the AMEA Framework;
 - c) learning and knowledge sharing focused on best practices in order to advance professional farmer organizations (global and local);
 - d) access to local AMEA networks; and
 - e) access to AMEA conferences.
- 3) A Member categorized as a 'Partner' shall commit itself to reporting annually to the AMEA Foundation on the AMEA Common Indicators following the guidelines of the working group and shall have the following additional benefits:
- a) access to the AMEA Approved Assessment Tools and AMEA Approved Curricula as indicated on the Application Form, or as requested afterwards on the condition that the Member accepts the terms of use specified for each of the AMEA Approved Assessment Tools and/or AMEA Approved Curricula it wishes to use; and
 - b) partnering and profiling of capacity development services linked to the AMEA Framework.

5. PRIVACY

- 1) Personal data of Members are processed by AMEA Foundation in connection with the services provided. The data of the Members shall be processed by AMEA Foundation in accordance with the General Data Protection Regulation (*Algemene verordening gegevensbescherming*) as further described in AMEA Foundation's Privacy Policy, which is available [here](#). The Privacy Policy is an integral part of these Terms and Conditions. By accepting these Terms and Conditions, the Member automatically accepts the [Privacy Policy](#).

6. INTELLECTUAL PROPERTY

- 1) The content of the websites of AMEA Foundation, the AMEA Framework, and the content developed by the AMEA Working Groups as well as the information provided in the context of the

AMEA Framework are protected by copyright. Except where specifically indicated otherwise (as for example in the case of; the owners of the AMEA Approved Assessment Tools and AMEA Approved Curricula are the holders of the intellectual property rights thereof), AMEA Foundation is the holder of those rights. Any unauthorized publication or reproduction of the content of AMEA's websites and the AMEA information is prohibited.

- 2) Each Member shall remain the owner of any and all IPR not in the public domain which it owned prior to becoming a Member, but if said Member decides to use any of its IPR in connection with its cooperation with AMEA Foundation, AMEA Foundation shall be entitled to a perpetual, royaltyfree license, with the right to provide sub-licenses to such IPR to Members, provided said IPR is used in accordance with the mission and vision specified in article 2 of these Terms and Conditions and provided that if IPR is licensed by AMEA Foundation from Members or third parties additional restrictions may apply to the use thereof.
- 3) Any IPR created by a Member in connection with its contribution as a Member of AMEA shall exclusively accrue to AMEA Foundation, provided that each Member shall be entitled to a royaltyfree license with the right to provide sub-licenses to such IPR to Members as long as the Membership is in force, and provided said IPR is used in accordance with the mission and vision specified in article 2 of these Terms and Conditions.

7. LIABILITY

- 1) The AMEA Framework and any information provided thereunder are provided on an "as is" basis and AMEA Foundation does not provide any form of warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, quality, accuracy, or fitness for a particular purpose. The Member has an independent obligation to comply with applicable (local) laws and the use of AMEA Framework and any information provided thereunder is at the Member's own risk.
- 2) The liability of AMEA Foundation and any Members in connection with the Membership is at all times limited to direct loss. AMEA Foundation or any Member is never liable for indirect loss. Indirect loss includes at least, but is not limited to: lost profits, lost savings, loss of goodwill, damage through business interruptions, damage ensuing from claims by third parties, loss of data and consequential damage.
- 3) The Member agrees to indemnify, defend and hold harmless AMEA Foundation and any Members from and against any and all third-party claims, liabilities, demands, damages, losses, costs and expenses arising out of or related to: (i) its Membership with AMEA and/or (ii) the Member's use of the websites of AMEA and the AMEA Framework and any affiliated services.
- 4) AMEA Foundation takes considerable effort to ensure that AMEA's websites and the information provided to the AMEA Working Groups is reliable as well as current. However, Members acknowledge that errors and defects may occur. AMEA Foundation is not liable for damages as a result of incomplete or inaccurate information published on AMEA's websites, except in case of gross negligence or willful misconduct on the part of AMEA Foundation, nor for damages resulting from problems caused by or typically related to the dissemination of information via the internet,

such as breakdowns, interruptions, errors or delays in the provision of information or services by AMEA Foundation.

8. TERM AND TERMINATION MEMBERSHIP

- 1) The Membership commences upon the moment of approval as Member by the AMEA Board and payment of the contribution amount applicable to the chosen Membership Type for a term of 12 months. Unless the Membership is terminated by either AMEA Foundation or the Member in writing with one month notice, the Membership will be tacitly renewed for an additional period of twelve months each time the obligation of the Member to pay the then applicable annual contribution for said subsequent term falls due. The membership will however be automatically terminated or suspended at AMEA's discretion if payment of the fee is not made within two months of the due date, unless alternative payment arrangements have been agreed in advance.
- 2) Neither AMEA Foundation nor the Member shall be entitled to terminate the Membership prior to the expiration of the current term, except that each of them shall be entitled to terminate the Membership with immediate effect by giving notice to the other party in each of the following cases:
 - a) if the other party has been granted a suspension of payments, makes a voluntary arrangement with all or a substantial part of its creditors, becomes subject to an administrative order to that effect, or has been declared bankrupt; or
 - b) if the other party ceases to exist or is in the process of winding-up or liquidating its activities and/or assets or a resolution to that effect has been taken in relation to such party; or
 - c) if the other party commits a material breach of any of the provisions of the Terms and Conditions or the Rules of Procedure and, in case of a breach capable of remedy, it fails to remedy the same within 30 days of the receipt of a written notice by the terminating party, giving particulars of the breach and requiring it to be remedied.
- 3) If the Membership is terminated by AMEA Foundation pursuant to this article 8.2, any contribution paid by the Member shall not be reimbursed.

9. CONFIDENTIALITY

- 1) Neither AMEA Foundation nor the Member shall, either directly or indirectly, publish, release, or otherwise make available to third parties any information involving a potentially confidential aspect of each other or any other Members.
- 2) In deviation of article 9.1, each Member and AMEA Foundation may disclose information which would otherwise be subject to this confidentiality obligation to the extent:
 - a) required by law; or
 - b) such information has come into the public domain through no fault of the disclosing party; or

- c) the party to whom the confidential information relates has given prior written approval to the disclosure.

10. COMPLAINTS

- 1) For complaints Members can contact [info \(at\) ameaglobal.org](mailto:info@ameaglobal.org) - AMEA Foundation will respond within seven business days to inform the Member regarding the follow-up of the complaint. AMEA Foundation will try to resolve the complaint as soon as possible.

11. MISCELLANEOUS

- 1) If any article of these Terms and Conditions is declared invalid or has no binding effect, this shall not prejudice the applicability of all the other articles of this Agreement.
- 2) These Terms and Conditions and the Membership between AMEA Foundation and each Member and Member are subject to Dutch law. All disputes arising out of or in connection with these Terms and Conditions and the Membership shall exclusively be submitted to the competent court in Amsterdam.
- 3) AMEA Foundation reserves the right to change these Terms and Conditions at any time. AMEA Foundation will use reasonable effort to notify any Member of any changes in the Terms and Conditions before the effective date of such changes. Each Member shall have the right to terminate its Membership with restitution of the pro rata part of any contribution fee for the remainder of the duration of its Membership if notice of termination is sent within 1 month of the changes to the Terms and Conditions having been notified to the relevant Member.

APPENDIX I – TERMS AND CONDITIONS FOR THE AMEA APPROVED MATERIALS OFFERED IN THE AMEA FRAMEWORK

The table below provides access to the Terms and Conditions of each AMEA Approved Assessment Tool and each AMEA Approved Curricula currently available in the AMEA Framework.

AMEA Approved material	Link to Terms and Conditions
AMEA Approved Curricula	
Agri-Business Clusters (ABC)	<i>Available with iCRA</i>
Agribusiness Leadership Program (ALP) – Foundations of Cooperative Management (ALP 3.0)	ALP Terms and Conditions
Agribusiness Leadership Program (ALP) – Bookkeeping Essentials (ALP BE)	ALP Terms and Conditions
Agribusiness Leadership Program (ALP) – Last Mile Retailer (LMR)	ALP Terms and Conditions
Enhancing Development through Cooperatives (EDC)	<i>Available with OCDC</i>
LINK Methodology v.2.0	<i>Available with CIAT</i>
Sell More For More (SMFM)	SMFM Terms and Conditions
AMEA Approved Assessment Tool	
M4	M4 Terms and Conditions
SCOPE Basic	<i>Available with SCOPEinsight</i>
SCOPE Pro	<i>Available with SCOPEinsight</i>
SCOPE Input Retailer	<i>Available with SCOPEinsight</i>