

**Consortium Agreement**  
made on 07.09.2018

**Consortium Agreement**  
**(the "Agreement")**

**between**

Landbouw- en Industrietechniek Bonhof B.V.  
with its registered headquarters at Zonnenberglaan 46, 7384 DL Wilp, The Netherlands  
represented by Mr. Henri Bonhof  
(hereinafter individually referred to as „Bonhof” or „Consortium Leader”)

**and**

Dawit Dairy Farm Plc.  
with its registered headquarters at P.O. Box 6155, Addis Ababa, Ethiopia  
represented by Mr. Dawit Chebude  
(hereinafter individually referred to as „Consortium Member A”)

**and**

Andinet International University College  
with its registered headquarters at Yeka Subcity, Woreda 9, Addis Ababa, Ethiopia  
represented by Dr. Habtamu Mulugeta  
(hereinafter individually referred to as „Consortium Member B”)

**and**

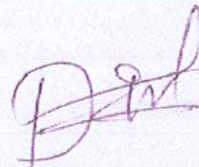
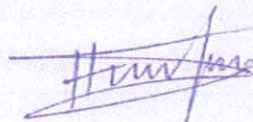
Van Heesbeen Holding B.V.  
with its registered headquarters at Jeroen Boschstraat 16, 5143 JH Waalwijk  
represented by Mr. Ad van Heesbeen  
(hereinafter individually referred to as „Consortium Member C”)

**and**

Alema Koudijs Feed Plc.  
with its registered headquarters at Ras Biru Street, Addis Ababa, Ethiopia  
represented by Mr. Geerten Wassink  
(hereinafter individually referred to as „Consortium Member D”)

(hereinafter collectively referred to as the "Consortium"  
and/or individually referred to as "Consortium Member")

- This Agreement has been made on 07.09.2018. -



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**§ 1 Preamble**

- (1) The Consortium intends to implement the PROJECT „Piloting sustainable mixed dairy farming in Ethiopia” and to acquire funds from the develoPPP.de-programme which is being financed by the Federal Ministry of Economic Cooperation and Development. (”BMZ”) and which is being executed by sequa gGmbH, Bonn (”sequa”) and others.
- (2) In case the PROJECT will be funded by the develoPPP.de-programme, sequa will conclude a contract with the Consortium Leader (”Forwarding Agreement”).
- (3) The PROJECT shall mainly be implemented in „Ethiopia” („PROJECT Country”).
- (4) Bonhof is a company with many years of experience in the fields of international trading of machinery and equipment for agricultural mechanisation and pursues the following economic goals in the PROJECT country: to contribute to the development of the Ethiopian market for agriculture machinery and to position itself on the Ethiopian market for the future.
- (5) Dawit Dairy Farm Plc. is a company with many years of experience in the fields of dairy farming in Ethiopia and pursues the following economic goals in the PROJECT country: to be able to source high quality milk from Beke Dairy Farm Cooperative and sell it to the Ethiopian market.
- (6) Andinet International University College is a renowned university in Ethiopia and pursues the following goals in the PROJECT country: to absorb the knowledge of the Dutch agriculture experts and integrate it in its curriculum where possible, and to let students learn for the best practice of this project.
- (7) Van Heesbeen Holding B.V. is the company of Mr. Ad van Heesbeen, who is one of the board members of the Stichting Beke Dairy Farm Cooperative. The latter’s aim is to support the Ethiopian Beke Dairy Farm Cooperative in achieving its economic development policies. This is also the goal that Van Heesbeen Holding pursues in the project.
- (8) Alema Koudijs Feed is a company with many years of experience in the fields of production of animal feed in Ethiopia and pursues the following economic goals in the PROJECT country: to increase the local demand for high quality animal feed concentrates in Ethiopia.
- (9) The Consortium Members’ joint interest and the PROJECT’s target is that the PROJECT shall contribute to transform the practices of the members of the Beke Dairy Farm Cooperative from subsistence farming into cost-effective, high-yielding and sustainable mixed farming systems.
- (10) The PROJECT’s purpose is to vocational training and practical support of local smallholder dairy farmers, organized in the Beke Dairy Farm Cooperative, with implementing sustainable mixed dairy farming practices.
- (11) The purpose of the Consortium is limited to the joint implementation of the PROJECT, as well as the achievement of the PROJECT’s target.

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**§ 2 Representation**


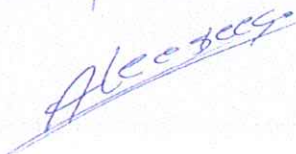
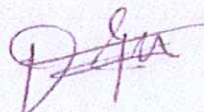
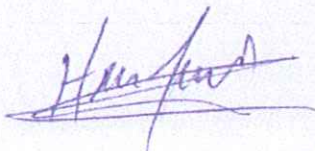
- (1) Any and all Consortium Member(s) agree the Consortium Leader shall act as applicant in the develoPPP.de-programme towards sequa.
- (2) For the purpose of the PROJECT none of the Consortium Members except the Consortium Leader is supposed to be in or to enter into contractual relationships with sequa and sequa will refrain from any activity targeting to such relationship.
- (3) The Consortium Leader shall be entitled to represent the Consortium towards sequa, solely.
- (4) The Consortium Leader shall be entitled to make legally binding declarations on behalf of the Consortium and/or to enter into commitments on behalf of the Consortium, as the case may be.

**§ 3 Obligations of the Consortium Members**

- (1) Any and all Consortium Member(s) are obligated to cooperating bilaterally and multilaterally within the framework set by the Guidelines of the develoPPP.de-programme, by the Forwarding Agreement to be concluded between sequa and the Consortium Leader, as well as by this Agreement.
- (2) Under the Forwarding Agreement the Consortium Leader will be obligated to ensure that the Consortium will implement the PROJECT within a determined timeframe.
- (3) Any and all Consortium Member(s) shall be obligated to adhere to arrangements of the Consortium Leader or to arrangements within the Consortium.
- (4) Any and all Consortium Member(s) shall be obligated to contribute its relevant know-how and experience to the implementation of the PROJECT.
- (5) Any and all Consortium Member(s) declare(s) its/their intention to engage in the PROJECT country to ensure the sustainability of the PROJECT's results, even after the expiration of the PROJECT.
- (6) Under the Forwarding Agreement the Consortium Leader shall be obligated to regularly report about the progress of the PROJECT, about changes with the Consortium, and about modifications of this Agreement.
- (7) In case any Consortium Member should leave the Consortium, the Consortium Leader is obligated to inform sequa without delay and in writing about the reasons and the background of the depart and shall explain, whether or not the PROJECT may be continued without / with specific modifications, or whether the PROJECT should be or has to be terminated.

**§ 4 Worksplit within the Consortium**

- (1) The Consortium Leader shall be responsible for the following tasks related to the PROJECT:
  - a. Filing/forwarding the application for the develoPPP.de-funds
  - b. Reporting to sequa
  - c. Collecting develoPPP.de-funds
  - d. Supply investment goods at cost price to the project
  - e. Assure project implementation according to its corporate social responsibility strategy
- (2) Consortium Member A shall be responsible for the following tasks related to the PROJECT:
  - a. Act as lead farmer and contribute to training and knowledge transfer, also in the field of marketing and sales. It will also be the contract partner with the cooperative to purchase all milk produced by the cooperative for a pre-determined, fair price.
- (3) Consortium Member B shall be responsible for the following tasks related to the PROJECT:
  - a. Support with project and cooperative management, knowledge exchange and embedding the project in the local education system.



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- (4) Consortium Member C shall be responsible for the following tasks related to the PROJECT:
  - a. Vocational training according to the to be developed curriculum and project management, in close cooperation with the Consortium Leader
- (5) Consortium Member D shall be responsible for the following tasks related to the PROJECT:
  - a. Bring in knowledge and contribute to vocational training in the field of animal nutrition, feed milling, raw material and animal husbandry.
- (6) Each Consortium Member shall bear its own costs/expenses.
- (7) Any balance of payments between the Consortium Members shall not be arranged.

**§ 5 Liability**

- (1) Each Consortium Member shall be liable for the complete and prompt fulfillment of obligations entered and/or its default towards the Consortium Leader and any of the Consortium Members, respectively.
- (2) Only the Consortium Leader shall be liable towards sequa.

**§ 6 Coming into Effect, Change of Agreement, Duration of Agreement, Termination**

- (1) This Agreement shall come into effect immediately after signing of any and all Consortium Member(s).
- (2) During the duration of the PROJECT, any modification, change, or amendment of this Agreement shall require the prior written consent of sequa.
- (3) This Agreement shall expire automatically at the earliest, if and when
  - i. sequa has notified the Consortium Leader in writing that the PROJECT will NOT be funded by the developPP.de-programme or
  - ii. any and all payment obligations between sequa and the Consortium Leader resulting from the final invoicing have been balanced entirely and in full.
- (4) During the duration of the PROJECT each Consortium Member waves its contractual right to terminate this Agreement, however this Agreement may only be terminated for good cause through extraordinary notice of termination in writing.

**§ 7 Applicable Law, Place of Jurisdiction**

- (1) This Agreement shall be governed by Dutch Law.
- (2) The place of jurisdiction for all disputes arising from this CONTRACT that cannot be settled amicably shall be The Netherlands.

**§ 8 Written Form, Attachments, Severability Clause**

- (1) Subsidiary notices, requests, consents, changes, and/or additions to this Agreement shall be made in writing.
- (2) Verbal agreements on the waiving of the written form shall be null and void.
- (3) Any and all attachments to this Agreement shall form an integral part to this Agreement.
- (4) In case individual articles of this Agreement or any amendments, or additions to it, are ineffective, this shall not affect the validity of all other articles of this Agreement. The Consortium Members shall replace the ineffective article by an effective article which reflects the intended and stated purposes of the Consortium Members.
- (5) This Agreement has been drawn up in 5 originals. Each Consortium Member shall hold one original.

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**Consortium Leader**

For Landbouw- en Industrietechniek Bonhof B.V.

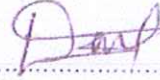


Signature

**Consortium Member A**

For Dawit Dairy Farm Plc

Dawit C. Hebidie

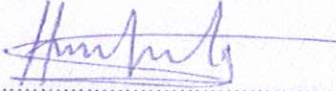


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**Consortium Member B**

For Andinet International University College

Habtamu Mulugeta

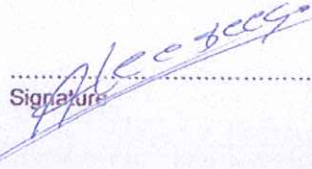


Signature

**Consortium Member C**

For Van Heesbeen Holding B.V.

Ad van Heesbeen



Signature

**Consortium Member D**

For Alema Koudijs Feed Plc.

Geerten Wassink

