

March 15, 2016

Statement of Work

Project Title	ASEM SMEs Eco-Innovation Consulting : Post-Project Management and Follow-up Projects
Organization in Charge	ASEM SMEs Eco-Innovation Center

1. Project Overview

■ **Project Title**

Post-Project Management for ASEM SMEs Eco-Innovation Consulting Project and Follow-up Projects

■ **Period of Performance:** From contract award date to November 15, 2016

■ **Objectives and Targets**

• **Objectives**

The objective of this project is to provide post-project management service to Malaysian SMEs who have participated in the eco-innovation consulting project. This project also aims to run programs to strengthen eco-innovation capacity and share successful eco-innovation cases.

• **Targets**

Malaysian SMEs (companies who already have participated and will participate in the project)

• **Scope**

Energy process management, waste management, business management service, eco-labeling, post-project management and identifying eco-innovation technology demands

■ Key Tasks

- Analyze eco-innovation- related proposals prepared for consulting services rendered in Malaysia for the last five years; Analyze technologies used in the proposals; Identify the cause of the low proposal-implementation rate; Develop appropriate post-project management system
- Identify additional technologies that can be applied to the existing participants; Identify demands for eco-Innovation capacity building programs from companies and professionals in the relative industries
- Run eco-innovation capacity building programs and raise eco-innovation awareness
- Develop methodologies for the project to be recognized as a greenhouse gas (GHG) reduction program in response to the Paris Agreement adopted under the United Nations Framework Convention on Climate Change; Develop GHG reduction criteria; Create relative programs and identify potential demonstrative projects
- Organize delegates that have eco-innovation technologies that local companies need and hold technology matching consultation session
- Prepare reports in both Korean and English and promote the programs

2. Task Details

1) **Develop Post-Project Management System and Identify demands for the Eco-innovation Technology and Capacity Building Programs**

- Develop post-project management measures and identify demands for eco-innovation technology and capacity building programs through cooperation with local governments and partners
- Conduct surveys of the companies participating in the Eco-innovation consulting project (42 companies) and other companies in the similar industries about their eco-innovation status
 - Inquire whether the previous proposals were appropriate for their business; Identify reasons why the proposals were not implemented at the side of SMEs; Identify demands for additional technologies (via written and face-to-face survey)
- Develop a post-project management system that meets the identified needs through cooperation with the local governments
- Develop a sustainable management method through cooperation with the local agencies and organizations

- More detailed tasks and other minor matters shall be finalized after discussions with ASEIC

2) Propose Inter-SMEs Cooperation Model in response to Paris Agreement

- Conduct research on existing cooperation projects for GHG reduction in developing countries; Identify potential areas where GHG can be reduced with ASEIC
- Develop methodologies to analyze economic feasibility of investments in the identified GHG reduction areas
- Propose new cooperation programs among SMEs and suggest models for turning the programs into business
- Review possibilities of changing the direction of current business

3) Hold Eco-innovation Seminar

- Hold seminars to disseminate eco-innovation practices and raise the eco-innovation awareness
- Conduct surveys of potential participants (current participating companies and other professionals in the relative fields) on their eco-innovation capacity building program needs

4) Organize and hold Capacity Building Programs

- Create a module for capacity building programs based on the survey results; Organize programs that have detailed action plans
- Solicit applicants for the capacity building programs through cooperation with the local governments
- Analyze challenges for the local SMEs in embracing the eco-innovation
- Pass on eco-innovation assessment guides and provide relative trainings
 - Organize two-day capacity building programs for the local companies and organizations with IGEM

5) Run Business Matching Program

- Solicit Korean companies who will participate in the business matching program
- Identify Korean applicants that meet technology needs of the local companies and organize Korean delegates in connection with IGEM events

- Run the business matching program; Conduct satisfaction surveys of the companies of both countries; Analyze expected benefits

6) Prepare Reports

- Prepare and submit mid-term and final reports
 - Prepare and submit a project implementation plan (*in both Korean and English*)
 - Prepare and submit a mid-term report (including the survey results for the capacity building program needs, in Korean)
 - ** Initial assessment, detailed-assessment and mid-term assessment reports should be prepared in Korean, however, English reports may be needed when necessary

 - Submit a close-out reports (in both Korean and English)
 - Submit the final report on the capacity building and business matching programs (in both Korean and English)
 - Submit reports on the methodologies for the project to be recognized as GHG reduction program in response to the Paris Agreement system, the GHG reduction criteria, the relative programs and the possibilities of conducting demonstrative projects (in Korean, however, English reports may be needed when necessary)

3. Project Execution Method

■ Outcome and Validation

- The Contractor shall submit a project initiation document (or a project implementation plan) to ASEIC and hold a post-award conference within fourteen days from the day the contract was awarded.
- The Contractor shall submit monthly reports on the last week of each month, a mid-term report after a mid-term review and hold a final meeting after a final review. The date of the final meeting shall be decided after consulting with ASEIC.
- The Contractor shall submit the required documents within deadlines. The number of the copies to be submitted can be agreed by both parties.
- Validation shall be conducted based on the final meeting and the final outcome (a project completion report).

■ Project Evaluation and Payment of Remainder

- The Contractor shall prepare and submit the project completion report (in the attached format) on the completed consulting service rendered to ASEIC.
- ASEIC conducts a final evaluation conference based on the submitted final report and the validation results. The Contractor shall fully participate in the conference in a faithful manner.
- Remaining contract amount shall be paid to the Contractor for the projects of which successful completion are verified after the final evaluation conference.

■ Confidentiality

- The Contractor shall prepare and submit non-disclosure and confidentiality agreements signed by all participants to the project and their identity verification documents along with the project initiation documents. The Contractor shall also establish and report measures to maintain confidentiality.
- The Contractor, whether pre or post-project, shall not own, copy, disclose or reveal any information it acquired in connection with the project without the approval of ASEIC.
- The project manager shall ensure that any research and analysis materials used to execute the project are not disclosed or used for purposes other than the project.

- The Contractor shall carry out measures that are required for confidentiality pursuant to ASEIC's confidentiality and non-disclosure regulations.
- In case where participants to the project violate the non-disclosure agreement, ASEIC can request that the participants be changed. The Contractor shall accept such requests.
- When the participants are changed, the predecessor's work shall be completely handed over to the successor. The project manager can be replaced only with the prior approval of ASEIC.
- The Contractor shall ensure perfect confidentiality. If damage is caused to ASEIC due to Contractor's lack of confidentiality measures or breach of confidentiality obligations, it shall compensate ASEIC for the damage.

■ **Intellectual Property and Confidentiality**

- In case where ASEIC is sued for damage claims as a result of the Contractor's breach of intellectual property of a third party in the process of executing the project, the Contractor is responsible for settlement with the plaintiff.
- The Contractor shall abide by confidentiality policies and regulations of ASEIC and shall not disclose or reveal any information it acquired in connection with the project. The Contractor holds civil and criminal responsibilities that may arise from its breach of confidentiality.
- Any contents used to publicize ASEIC projects or ASEIC's previous project cases are intellectual property of ASEIC. Therefore distinctive logo of ASEIC shall be used during the project period while the Contractor's name cannot be used in any materials such as banners, reports, booklets or manuals.
- The Contractor is responsible for any safety hazards that may occur during the project and expenses that may arise from administrative or technical issues.

■ **Obligations of the Contractor**

- The Contractor shall peruse and review all the contract documents including this agreement and consult with ASEIC for any questions it might have before entering into the contract. The Contractor shall comply with ASEIC's interpretation and relevant regulations after signing the contract.
- In case of Contractor's defective performance or material breach of the contract, ASEIC can request that remedies are made by a set-deadline. If the remedies are not made by the deadline, ASEIC can terminate the contract without any compensation to the Contractor. The Contractor shall compensate for any damages caused to ASEIC due to the termination of the contract.

■ Revising the Project and the Contract

- The project period can be changed for the following reasons with the approval of ASEIC.
- Substantial changes to the project occurring due to changes to the plan or policy of ASEIC
- Unavoidable events occurring due to matters that were not expected in the project planning phase
- Other unavoidable reasons including Force Majeure
- Minor tasks that are necessary for the project but omitted from the proposal or the task order shall be undertaken at the expense of the Contractor without revising the contract.
- Whole or part of this project as well as principal of this contract can be changed for unavoidable reasons such as changes to the policies of ASEIC.
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■ Others

- Detailed procedures and strategies to carry out tasks in this request for proposal shall be established based on the project proposal. However the Contractor shall discuss such matters with ASEIC.
- ASEIC, when necessary, can revise the procedures and the tasks described in the documents submitted by the Contractor within the budget.
- The Contractor shall carry out all the tasks that are deemed by ASEIC to be necessary for the project even if such tasks are not listed in the task order.
- When the Contractor fails to execute the project in compliance with this agreement, ASEIC shall request for remedies once. If the Contractor fails to make corrections, ASEIC can cancel the contract, refuse to pay progress payments and ban the Contractor from participating in other projects where the government is a party.
- The term of the contract amount payment is 50% advance payment and 50% remainder payment.
 - The advance payment shall be made upon the request of the Contractor after it has submitted a project initiation document. The payment shall be in compliance with ASEIC's regulation on advance payment of which may require submission of a guarantee insurance policy.



- The staffs and professionals participating to the project can be changed if necessary; however, any changes to the key personnel require the approval of ASEIC.
- The Contractor and ASEIC shall discuss over the terms for which both parties have different interpretations. However, when the two parties fail to reach an agreement, ASEIC's interpretation supersedes.
- The Contractor shall provide continuous consulting and relevant information on the project outcome even in the post-project period.
- Any information and materials used for this project shall be well-grounded and objectively acknowledged. The sources of the information and materials shall be cited.
- The Contractor shall use the most up-to-date information and materials in a manner that does not breach relevant regulations.