

Terms of Reference – Consultancy on Development of Mobile Learning and Feedback Collection Application

Piloting the USDA Guidelines in the Hazelnuts Supply Chain in Turkey

Cooperative Agreement Number: IL-28101-15-75-K-11

Financing Agency: U.S. Department of Labor

Type of Consultancy: Development of Mobile Learning and Feedback Collection Application

Preparation Date of ToR: May 17, 2017

Vendor for Task Mapping Study Contract: To be identified (Sub-contractor)

I. Background and Justification

The Bureau of International Labor Affairs (ILAB) leads the U.S. Department of Labor's (USDOL) efforts to ensure that workers around the world are treated fairly and are able to share in the benefits of the global economy. ILAB's mission is to improve global working conditions, raise living standards, protect workers' ability to exercise their rights, and address the workplace exploitation of children and other vulnerable populations. The Office of Child Labor, Forced Labor, and Human Trafficking (OCFT), an office within ILAB, has as its mission to promote the elimination of child labor and forced labor through policy, research, and technical assistance projects.

I.1 Partnership to Eliminate Child Labor and Forced Labor in Imported Agricultural Products -- Piloting the USDA Guidelines: Hazelnut Supply Chain in Turkey

The USDOL-ILAB awarded the Fair Labor Association (FLA) a cooperative agreement to pilot a comprehensive, sustainable program to pilot the U.S. Department of Agriculture's (USDA's) **Guidelines for Eliminating Child and Forced Labor (if applicable) in Agricultural Supply Chains** (hereinafter the USDA Guidelines). The Guidelines recommend a set of practices for independent third-party monitoring and verification for the production, processing, and distribution of agricultural products or commodities to reduce the likelihood that such products or commodities imported into the United States are produced by **child labor** and/or **forced labor**. The USDA Guidelines correspond very closely to the methodology developed and applied by the FLA during the last decade in performing labor rights of due diligence on the supply chain of its affiliated companies. Specifically, FLA's Principles of Fair Labor and Responsible Sourcing for Companies with Agricultural Supply Chains¹ closely align with the USDA Guideline. The FLA is partnering with multinational food company Nestlé and its two main hazelnut suppliers in Turkey, Balsu and Olam, for this 31-months project that started in November 2015 and will end in June 2018.

I.2 Justification

¹ http://www.fairlabor.org/sites/default/files/agriculture_principles_of_fair_labor_and_responsible_sourcing_october_2015_0.pdf

The main objective of the project is to design and pilot a comprehensive, sustainable program for Nestle S.A, Olam and Balsu that implements all elements of the USDA Guidelines. More specifically the objectives of the project are to:

- (1) Develop a program to reduce child labor and forced labor in the hazelnut supply chain in Turkey;
- (2) To undertake research, evaluation, and collection of reliable data on child labor and forced labor informs pilot program to be relevant and need-based; and
- (3) Lessons learned from piloting program are available to support wider implementation of the USDA Guidelines.

The project will focus on identification of strengths of the companies and point out the areas that need to be strengthened further to implement the USDA Guidelines in order to ensure that companies' institutional capacity increases to address child labor and forced labor in their supply chain. The pilot to implement the USDA Guidelines will address the issues of child and forced labor in 1,000 hazelnut gardens in the regions of Ordu, Düzce and Sakarya in Turkey that currently supply hazelnuts to Olam and Balsu. The project will seek to have some pilot interventions in Şanlıurfa to directly address some of the root causes.

II. Aim and Scope of the Assignment

A feedback and functioning grievance mechanism is one of the essential component of the USDA Guidelines. Within the scope of the project's activities, the FLA seeks to develop a comprehensive yet user friendly easy to use mobile application for Android / IOS.

The overall purpose of this assignment is to develop a mobile application to enable companies;

- collecting feedback from seasonal migratory agriculture workers
- providing a platform for e-learning for various stakeholders; namely, farmers, workers, and labor contractors

The required feedback mechanism needs to;

- have the option to be anonymous,
- have system to filter the feedbacks/grievance at various levels such as support of help, serious issues like issues around payment, working hours and emergency issues (physical safety in danger for instance)
- be readily available to seasonal migratory agriculture workers and
- be functioning and encouraging system for workers to provide feedback
- enable suppliers for corrective measures
- provide resource and information (videos, animation about company CoC etc.); to seasonal migratory agriculture workers and their employers.

A mobile application is expected to put workers and employers in communication in order to improve communication/feedback, through smartphones. The application will be a tool to both visibility and transparency to companies supply chain. The mobile feedback/grievance mechanism will leverage smartphone technology, while providing enough flexibility to be deployed into non-smartphone environments. The application should integrate the companies' grievance mechanism (call/support centers).

The application should consider illiterate users, limited internet access or other circumstances that limit access to the mechanism (lack of Wi-Fi access). The application will seek to provide tools/information

that help build capacity through self – resolution of problems and issues first, for instance workers can train themselves through the library, the modular approach enables companies to include further learning modules. The system should be reinforced with reporting dashboard with granular detail about grievances and visibility and data analysis capabilities is made available to companies to help them understand the on the ground situation at their supply chain.

III. Activities

Proposed activities for the development and piloting of mobile application as following;

Task	Deliverable	Due Date
1. Consultative sessions with FLA	1. A minimum of four (4) meeting held with the FLA and relevant company staff, and a draft of the mobile application tool and dashboard	June 30, 2017
2. Development of the mobile application tool	2.1 Draft mobile application tool 2.2 Draft dashboard console - a web interface to enable FLA and companies enter, manage and update content	July 30, 2017
3. Capacity building for relevant company staff	3.1 Provide a training plan/curriculum 3.2 Provide a training to relevant company staff	Last week of July
4. Support implementation of piloting the mobile application	4. A piloting support of the mobile application	August, 2017
5. Finalization of the mobile application	5. Development of the mobile application that will meet the system specifications provided by FLA. - Upon completion, handover of the software source code and documentation (both user and technical)	September, 2017
6. Continuous support	6. Provide a 1 year warranty on the software developed.	June 2017 – May 2018

IV. Requirements regarding the Sub-Contractor

Competence and skill requirements regarding the sub – contractor listed as the following;

- Progressive experience of working in the development of mobile applications;
- Capacity to understand the needs of FLA for the app’s development, as well as the ability to communicate openly and integrate all feedback which is provided;
- Proven experience of working with corporate companies, agriculture companies is an asset
- A proven track record of developing successful mobile applications;
- Knowledge of sustainability/human right due diligence/social compliance in agriculture
- Knowledge of developing assessment tools manuals
- Consultant should have strong CSR/sustainability/human right due diligence background, and/or freelancer working in labor rights -

If several team members will be employed, the special areas covered by each individual should be indicated in the proposal.

The Sub-contractor is expected to submit its proposal for the **Development of Mobile Learning and Feedback Collection Application** to the FLA by **June 2, 2017**. The proposal will be reviewed by the FLA, and the Project Partners and feedback will be provided to Sub-contractor by **June 7, 2017**. The proposal should include;

- the anticipated timeline,
- expected activities and deliverables,
- proposed methodology (concept note)
- CVs of the team members,
- proof of past experience
- budget.

Please submit your application in English to Ms Hande Özhables (hozhables@fairlabor.org).

Sub-contractor is subject to rules and regulations and audit as per USDOL Management and Procedures Guidelines.

V. Selection Criteria

The technical proposal will be evaluated based on the following general areas:

- Sub contractor's' experience in the field of assignment
- Understanding of the aims and objectives
- Proposed methodology
- Proposed work plan
- The qualifications and relevant experience of the personnel.

The financial proposal will be evaluated on the basis of cost, lead-time and proposed payment terms.

VI. Ethical Considerations

All products and data developed or collected for this consultancy are the intellectual property of Fair Labor Association. The consultant may not publish or disseminate the final product or any other documents produced from this consultancy without express permission from, and acknowledgement, of FLA.

ANNEX 1 - CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is made by and between the Fair Labor Association (the "Association") and ("Sub-contractor").

As a condition of sub – grant with the Association, the Sub-contractor agrees as follows:

1. CONFIDENTIAL INFORMATION

1.1. Association Information. At all times Sub-contractor will hold in strictest confidence, and not use, except for the benefit of the Association, or disclose to any third party other than as may be authorized by the Association, any "Confidential Information." "Confidential Information" means any information (including any tangible embodiments thereof) used in the Association's business that is disclosed by the Association to Sub-contractor, developed by Sub-contractor for the Association, or to which Sub-

contractor otherwise has access while engaged by the Association, directly or indirectly, whether in writing, orally, by observation or in any other form or manner. Confidential Information includes, but is not limited to, information concerning the Association's research or development efforts, methods, trade secrets, data, designs, know-how, inventions, discoveries, processes, technology, computer software, product or marketing plans, information concerning the Association's vendor or customer relationships or finances, cost and price information, investments, and any other information concerning the Association's operations or affairs. Confidential Information includes confidential information that the Association has received, or in the future will receive, from its Participating Companies, non-governmental organizations and other third parties.

1.2. Returning Association Documents. Upon the completion of the project for which Sub-contractor has been engaged, and at any other time upon the Association's request, Sub-contractor will deliver to the Association (and not retain any copies of, recreate or deliver to anyone else or use) any and all embodiments of Confidential Information, records, notes, correspondence, reports, manuals, software, passwords, (including digital data on Association-provided computers) and any other documents or property, including copies of any of the foregoing, provided by the Association, developed by Sub-contractor in whole or in part in connection with Sub-contractor's engagement by the Association, or otherwise belonging to the Association.

2. OTHER PROVISIONS

2.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to its conflict of laws principles.

2.2. Severability. Sub-contractor agrees that the provisions of this Agreement are severable, and the unenforceability of any provision of this Agreement is not intended to and shall not affect the enforceability of the remainder of this Agreement. Sub-contractor acknowledges and agrees that it is Sub-contractor's intention that if any provision of this Agreement is determined by a court to be unenforceable as drafted, that provision should be construed in a manner designed to effectuate the purpose of that provision to the greatest extent possible under applicable law.

2.3. Remedies for Breach. Sub-contractor acknowledges and agrees that a breach of any of the covenants or representations in this Agreement may be grounds for termination by the Association of the engagement. Sub-contractor also acknowledges and agrees that it may be difficult to measure damages to the Association for a breach of one of the promises set forth in this Agreement and that therefore there may not be an adequate remedy for such breach. Sub-contractor acknowledges and agrees that if Sub-contractor materially breaches any part of this Agreement, the Association shall be entitled, in addition to all other remedies it may have in law and in equity, to injunctions or other appropriate relief by Sub-contractor without showing or proving any actual damage sustained by the Association.

SUB-CONTRACTOR HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO ALL OF ITS TERMS.