

Public Private Partnership agreements

DIFSLIVE

INDONESIAN – DUTCH PROGRAMME ON
FOOD SECURITY, POULTRY & DAIRY SECTOR

21 November 2017, Gemma Tacken



Content

- Objective of a Public Private Partnership
- Who contributes what?
- What is arranged in the letter of intent?
- What should be arranged in a consortium agreement?

Objective Public Private Partnerships

A public private partnership is started ...

- if an innovation is important for both the government and parties in the private sector and both want to contribute to make this happen.
- if the chance is high that if one of the parties starts the innovation, the public will not accept the innovation. If the innovation is presented more generic, the chance of acceptance increases
- if outcomes are of generic importance and not for one company or the government only. Everybody has benefits from the partnership



Letter of intent

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The partners

The following organisations:

- Kementerian Pertanian, Direktorat Kesehatan Masyarakat Veteriner dan Pascapanen
- GOPAN Indonesia,
- APRINDO, Dewan Pimpinan Pusat, Asosiasi Pengusaha Ritel Indonesia
- PINSAR Indonesia, Perhimpunan Insan Perungggasan Rakyat Indonesia
- Arphuin Indonesia
- Royal Dutch Embassy in Indonesia

Objective letter of intent

Confirm in this letter of intent that they endeavour to continue the “Ayam Dingin Segar” campaign in the period beyond 2017 in order to:

- Inform and convince consumers that cooled chicken meat is fresh, convenient to buy and prepare and useful for all kinds of dishes.
- Inform and convince consumers that the quality of cooled chicken meat is as good as or better than uncooled poultry meat.
- Support local governments in bringing home slaughtering from inappropriate locations to designated areas inside and outside towns
- Local farmers in selling their local product to the local market
- Protect the local Indonesian market for Indonesian chicken

Target group and open character

- The campaign will target consumers in specific metropolitan areas in West Java. The campaign materials and tools of the campaign as developed under the DIFS Live programme (www.difslive.com) will be available for future use by the partners and the organizing communication agency.
- All partners agree that the open character of the campaign will be sustained so that local poultry meat suppliers of all sizes are given the opportunity to join the campaign. The campaign will not highlight or promote one or a limited number of distribution channel(s) for cooled poultry meat.

Joint ownership

- Joint ownership and joint use of the website: <https://ayamdinginsegar.com> and the logo of the campaign for all partners.
- No commercial brands will be used in conjunction with this website.
- All partners will contribute financially or in kind
- The partners will sign a public-private partnership agreement and form a steering committee
- This steering committee will hire a communication agency and manage the communication agency.
- The communication agency will be responsible for the development and implementation of the campaign.

Final summary and organisation

Upon signing this letter of intent the partners will jointly:

- Request a communication agency and the experts of DIFS Live to draft a campaign programme and budget proposal;
- determine the individual in-kind and/or financial contribution to the implementation of the Ayam Dingin Segar campaign in 2018;
- appoint a lead organisation that will oversee the campaign planning and implementation and report back to the other partners on progress and impact;
- contract a communication agency through the lead organisation to execute the campaign as per the approved plan using the available resources contributed by the partners.

Consortium agreement

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Legal considerations consortium agreement

- The consortium agreement should be organised in Indonesian Law.
- The consortium agreement should contain all contributions in cash and in kind that partners bring in
- All agreements on voting power in the steering committee should be in
- The time span of the public private partnership on the campaign should be in.
- [...]

Contributions to the campaign

The consortium agreement should contain all contributions in cash and in kind that partners bring in

- What will your organisation bring in: cash or in kind or both and why?
- How much is the maximum that you can bring in?
- What is the consequence of bringing in no cash?
- What is the consequence of bringing in no in kind?

- How much do we need?

Who will be in the steering committee?

- All partners who contributed cash
 - All partners who contributed either cash or in kind
 - All partners who contributed cash and in kind
 - All stakeholders
-
- Will all partners have the same position or the same number of votes?
- Or
- Will some partners have another position than others?

Voting power steering committee

Is a decision made in the steering committee on:

- Decision of the agreement of the majority? More than 2/3 agreement?
- Consensus?
- Full agreement of all partners, with a veto for each partner?

Do all partners have the same voting power in the steering committee or is that dependent on:

- Cash contribution?
- Cash and in kind contribution?
- One vote per partner?

Time span

- How long will the campaign be planned?
- Only in Jabodetabek or is it the objective to enroll the campaign over Java?
- In what time span will that be considered?
- Working plan per year

Or are these issues the first decision of the new steering committee?

Discussion question

- How do you think Indonesia should go on with the Ayam Dingin Segar campaign?
- Who should contribute what?
- How do you think it should be arranged? Who should take the initiative?

Please feel free
to ask questions

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