

MEMORANDUM OF UNDERSTANDING

BETWEEN

MR ABDULATEEF OLAOSEBIKAN

(TRADING UNDER THE NAME AND STYLE OF “*NAFARM FOODS*”)

[“Nafarm Foods”]

AND

TECHNOSERVE SOLUTIONS TO POVERTY LTD/GTE

(“TNS”)

This **Memorandum of Understanding (MOU)** is made this 11th day of July 2019

Between

Mr. Abdulateef Olaosebikan (Trading under the name and style of “**Nafarm Foods**” BN 2373184),, with address at KK12 Yoruba Road by Lagos Street Kaduna, Kaduna State, Nigeria (hereinafter, “**Nafarm Foods**” which expression shall where the context so requires or admits include his personal representatives and assigns) of the one part.

And

TechnoServe Solutions to Poverty LTD/GTE, a company duly registered under the laws of Nigeria, with offices at No. 4B, Asa Street, off Usuma Street, Maitama, Abuja FCT, Nigeria (hereinafter, “**TNS**”) which expression shall where the context so requires or admits include its successors in title and assigns) of the other part.

Nafarm Foods and **TNS** are herein jointly referred to as the “**Parties**” and individually as “**Party**”.

WHEREAS:

- A.** **Nafarm Foods** engages in the business of tomato processing with the aim of alleviating tomato wastage and postharvest losses to increase revenue for smallholder farmers and also reduce consumer’s pain of purchasing tomatoes at exorbitant prices during scarcity;
- B.** **TNS** works with resource-poor farming communities to increase their productivity through a variety of intervention programs aimed at positively affecting farmers’ yields, product quality and livelihoods by linking these communities to critical stakeholders along the input-output supply continuum;
- C.** The Parties have agreed to work together to conduct a business-needs assessment of selected cottage processors in terms of packaging, processing equipment and trainings as well as provide training support to **TNS** selected cottage processors across the States where **TNS** is implementing the YieldWise project being implemented by **TNS** in States in Kano, Kaduna, Jigawa, Plateau, and Katsina States of Nigeria. The aim of this engagement is to reduce post-harvest losses in the tomato value chain;
- D.** The purpose of this Memorandum of Understanding (“**MoU**”) is to spell out the roles and responsibilities of **Nafarm Foods** and **TNS** in this collaborative effort; and
- E.** This **MoU** becomes effective on the 11th day of July 2019 to 31st December 2019 in accordance with the terms and conditions stated therein.

PARTIES NOW AGREE AS FOLLOWS:

1. ROLES AND RESPONSIBILITIES

Nafarm Foods will:

- 1.1. Conduct a business needs assessment of cottage processors in terms of their packaging and equipment requirements to enable them increase their current capacity by 20% and meet market standards (brix level, product consistency etc.);
- 1.2. Within 3 weeks of signing this MoU complete the need assessment and provide TNS a comprehensive report on or before 31st July 2019;
- 1.3. Provide market information on the price, suppliers etc. of these equipment and packaging materials to assist the project support in enhancing the capacity of the cottage processors;
- 1.4. In collaboration with TNS, support in a 2-day technical training on tomato processing techniques and business management as the case may be to selected cottage tomato processors;
- 1.5. As part of 1.3. above, develop and share a compact curriculum and training material to guide the training sessions; and
- 1.6. Serve as market outlet for processors that meet Nafarm Foods's quality specifications.

TNS will:

- 1.7. Select qualified cottage processors with demonstrable experience in processing tomatoes;
- 1.8. Provide a template for the purposes of developing the need assessment report;
- 1.9. Provide technical review of training resources;
- 1.10. Make provision for transport, accommodation and feeding to Nafarm Foods's personnel during the training and assessment period;
- 1.11. Provide all resources required for the training; and
- 1.12. Provide follow-up monitoring services of trained cottage processors to ensure compliance with recommended standards.

2. PROFESSIONAL UNDERTAKING

Both Nafarm Foods and TNS undertake to:

- 2.1. Perform all trainings in accordance with the utmost technical standards in Nigeria; and
- 2.2. Ensure that the provisions of this MoU are successfully implemented

3. USE OF INTELLECTUAL PROPERTY

Parties agree that they shall not infringe on the intellectual property rights of each other. However, during the term of this MoU, either party may use the other party's intellectual property, subject to the prior written consent of the owner of the intellectual property rights and which shall only be used for purposes related to this MoU. This includes any use of names, trademarks, service marks, logos, copyright materials etc. Any use of both parties'

intellectual property is restricted to uses related to and specified in this MoU or, if applicable, the terms stated in a Licensing Agreement.

4. CONFIDENTIALITY

- 4.1. Parties agree that verbal or documentary information shared with each other or each other's agents creates a relationship of trust and confidence between the Parties. Both Parties agree that they will not use or disclose, or allow anyone else to use or disclose, any Confidential Information relating to the activities, products or business affairs of the Disclosing Party, or any information created, discovered, or developed by or for the Disclosing Party, or acquired by the Disclosing Party, that has commercial value in the Disclosing Party's present or future business, except as may be necessary in the pursuit and performance of work related to this Agreement and pursuant to prior written authorization from appropriate officials of the Disclosing Party.
- 4.2. By way of illustration, but not limitation, Confidential Information includes processes, formulas, data, know-how, business plans, financial information, inventions, improvements, techniques, marketing plans, product plans, strategies, forecasts, donor or professional lists, fundraising tools, cost and pricing data, proposal strategies, personnel proposed and any other information the Receiving Party has reason to know the Disclosing Party would like to treat as confidential for any purpose.
- 4.3. The Parties agree to keep Confidential Information secret whether or not any document containing such information is marked confidential or a discussion is so specifically designated. The Parties agree that any of their employees or other entities with which they share such information or knowledge must also agree to be bound by this Confidentiality Agreement. Each of the Parties agrees that it will use reasonable efforts to protect the Confidential Information of the other Party. Disclosure of such information shall be restricted to those individuals who are participating in the proposal and subcontract efforts identified herein.
- 4.4. Neither Party shall be liable for the inadvertent or accidental disclosure of Confidential Information if such disclosure occurs despite the exercise of reasonable care by the Party to prevent the disclosure of such information.
- 4.5. Parties recognize and agree that the Confidential Information received from the each other shall remain solely the Disclosing Party's property and constitute proprietary property and valuable trade secrets of that Party.
- 4.6. Parties acknowledge that failure to comply with the terms of this Agreement may cause immediate and irreparable damage, and that monetary damages would not provide an adequate remedy for such breach. Therefore, all Parties agree that, in addition to any other remedies at law or in equity available for breach of this Agreement, all Parties may be entitled to seek specific performance, injunctive reliefs, or other equitable reliefs to prevent such damage or further damage regarding its own Confidential Information. Furthermore, the prevailing party in such litigation shall, in addition to any other remedies may obtain, be entitled to recover from the other party its reasonable legal fees and out of pocket costs incurred by it in enforcing or defending its rights hereunder.

- 4.7. Upon termination of this Agreement, each Party shall return to the other Party any and all Confidential Information in written or other tangible form that it has received or compiled and that is within its possession or control.
- 4.8. Upon termination or expiration of this MoU, each Party shall return to the other Party any and all Confidential Information in written or other tangible form that it has received or compiled and that is within its possession or control within 15 (fifteen) days after termination or expiration of this MoU.
- 4.9. All intellectual property, materials, reports and other documents conceived or prepared by Nafarm Foods and other persons in connection with this MoU shall become and remain the property of TNS, and the shall not later than 15 (fifteen) days upon termination or expiration of this MoU, deliver all such documents/materials to TNS.
- 4.10. Nafarm Foods may retain a copy of such documents but shall not use them for purposes unrelated to this MoU without the prior written approval of TNS.

5. CROSS-INDEMNIFICATION

Parties shall indemnify, defend and hold each other harmless from and against any and all loss, damage, claims, actions and suits whatsoever including all costs, expenses, and attorney's fees arising out of their individual negligence or other legal wrong-doing and which is connected or related to this *Clause 3, 4,5, 7,9 and 10* of this MoU. Parties agree to give immediate notice to each other of any claim, action or suit in any way connected with or arising out of the activities under this MoU.

6. ASSIGNMENT

Neither party shall be entitled to assign or otherwise transfer the benefit or burden of all or any part of this MoU without the prior written consent of the other party.

7. NOTICES

- 7.1. The Parties choose as their addresses for all purposes under this MoU, whether for Notices, other documents or communications of whatsoever nature (including the exercise of any option), thus:

Nafarm Foods:

- 7.1.1. Mr. Adbulateef Olaosebikan
- 7.1.2. Physical Address: KK12 Yoruba Road by Lagos Street Kaduna
- 7.1.3. E-mail: nafarmfoods@gmail.com

TNS

- 7.1.4. **Authorised Representative:** Larry Umunna
- 7.1.5. **Physical Address:** No. 4B, Asa Street, off Usuma Street, Maitama, Abuja FCT, Nigeria
- 7.1.6. **E-mail:** lumunna@tns.org

7.2. A notice shall be deemed to have been served:

7.2.1. at the time of service if it was served in person; - ,

7.2.2. 48 hours after it was posted if it was served by post -; and

7.2.3. at the time of transmission if it was served by e-mail or facsimile transmission -.

8. DURATION

8.1. The obligations of Parties under this MoU shall commence on 11th July 2019 and shall terminate on 31st December 2019 or after the Parties have discharged all the obligations under this Agreement, whichever is later in time.

9. TERMINATION

Either Party shall be entitled to terminate this Agreement at any time and in formal communication at least a month to the formal termination of the agreement

10. NON-BINDINGNESS

10.1. Parties understand and agree that This MoU is only an expression of intention by the parties.

10.2. Save and except for Clauses 3,4,5, 7and 8, this MoU does not reflect and shall not be construed as creating any binding obligation or enforceable rights on either Party.

11. GOVERNING LAW

This MoU shall be governed by, and construed in accordance with, the laws of the Federal Republic of Nigeria.

12. DISPUTE RESOLUTION

The Parties shall use their best efforts to settle amicably, all disputes arising out of or in connection with this MoU or the interpretation thereof. In the event that amicable settlement fails within 14 [fourteen] days upon commencement of same, the matter shall be referred to arbitration by a sole arbitrator selected by both Parties in accordance with the Arbitration and Conciliation Act of Nigeria (Laws of the Federation of Nigeria 2004). The proceedings shall take place in Abuja-FCT and shall be conducted in English. The decision of the sole arbitrator shall be final.

IN WITNESS WHEREOF the Parties have executed this MoU in the manner below, the day and year first above mentioned.

For and on Behalf of Nafarm Foods

Name: **Mr. Abdulateef Olaosebikan**

Designation: CEO

Signature: 

Date: 08/July/2019

For and on Behalf of: TECHNOSERVE SOLUTIONS TO POVERTY LTD/GTE

Name: **Ayokanmi Ayuba**

Designation: Deputy Country Director

Signature:

Date:12.07.2019.....