

MEMORANDUM OF UNDERSTANDING BETWEEN XXXX AND PROJECT

This Memorandum of Understanding (MOU) constitutes an agreement between PROJECT and XXXX to work together in an effort to develop internal XXXX tools for targeting smallholder rural clientele.

Part 1: XXXX responsibilities

- To participate in a training/strategic planning exercise with PROJECT to design solutions-based strategy for growing XXXX's the retail business in the rural areas.
- To work with PROJECT to implement the strategy in X selected communities in LOCATION that will include:
 - Organize and conduct promotional events. The promotional event will be led by XXXX with support from PROJECT and should include the follow components:
 - product selection process,
 - mini-presentation on a single product's benefits,
 - demonstration of that product's benefits and usage, and
 - interactive exercise that gets farmers to express what they have learned – could include contests or other exercises where promotional items can be used for individuals that demonstrate that they understood pre-defined messages.
 - Repeat process for the next product – each demo should limit number of products targeted and the demo should end with the ability of the community to buy the product.
 - Conduct a post-promotional event review to assess performance and ways to improve/make more effective.
 - Agree to co-sponsor six in-community promotional events, and then take full responsibility for all future in-community promotional events.
 - Assess strategic marketing alliance with local schools to organize demo plots for school purposes, but also serve as promotional tool for broader community.
 - Organize training events in terms of logistics, venue, schedule and budget.

- Work with PROJECT to design training material and content and then take the lead in delivering the agent training on the following topics:
 - Seed-specific technical know-how,
 - Seed-specific storage and handling practices,
 - Seed-specific optimized usage and crop production best practices,
 - Fertilizer usage,
 - Chemical (herbicides, fungicides, and pesticides) usage and safe handling;
 - General farming including land prep, on farm practices, and post harvest handling practices, and
 - Agentship promotion, bookkeeping, customer service, and brand responsibilities.
- Agree to cosponsor four agent orientations, and then take full responsibility for all the future agent orientation costs.
- Select potential agents in conjunction with the community that will:
 - collect pre-paid orders,
 - conduct promotional events,
 - manage customer relationship with the community, and
 - conduct all appropriate administrative functions like bookkeeping, customer records receipts.
- Sign a performance based contract with the agents to formalize the commercial relationships, and when appropriate (i.e., more than ten employees including agents) establish an internal employee performance-based evaluation process.
- Initiate volume discount incentive plan for communities.
- Work with PROJECT to develop an internal management training program for new management staff and existing retail and mid-level management staff.
- To explore developing a spraying and tillage service through local community service providers.
- To explore certification of spraying services at an industry level.
- To explore bundling of services and products into a single purchase, possibly with other service providers to provide cost effective solutions to smallholder farmers.

Part 2: PROJECT responsibilities

- To conduct and lead a training/strategic planning exercise with XXXX to design solutions-based strategy for growing XXXX's the retail business in the rural areas
- To work with XXXX to implement the strategy in X selected communities in LOCATION that will include:
 - Assist XXXX in organizing and conducting promotional events. XXXX will take the lead with support from PROJECT. PROJECT will take the lead during the initial three events in the post-event review.
 - Agree to cosponsor up to six in community promotional event. XXXX will take full responsibility for all the future in-community promotional events.
 - Assist XXXX assess strategic marketing alliance with local schools to organize demo plots for school purposes, but also serve as promotional tool for broader community.
 - Assist XXXX to organize the training events in terms of logistics, venue, schedule and budget.
 - Work with XXXX to design training materials and content and then assist XXXX take the lead in delivering the agent training on the following topics:
 - Seed-specific technical know-how,
 - Seed-specific storage and handling practices,
 - Seed-specific optimized usage and crop production best practices,
 - Fertilizer usage,
 - Chemical (herbicides, fungicides, and pesticides) usage and safe handling,
 - General farming including land prep, on farm practices, and post harvest handling practices, and
 - Agentship promotion, bookkeeping, customer service, and brand responsibilities.
 - Agree to cosponsor up to four agent orientations. XXXX will take full responsibility for all the future agent training costs.
 - Support XXXX when selected potential agents in conjunction with the community that will:
 - collect pre-paid orders,
 - conduct promotional events,
 - manage customer relationship with the community, and

- conduct all appropriate administrative functions like bookkeeping, customer records receipts.
 - Advise XXXX on designing a performance based contract with the agents and establishing an internal employee performance-based evaluation process.
 - Advise XXXX on designing a volume discount incentive plan for communities.
 - Work with XXXX to develop an internal management training program for XXXX's new management staff and existing retail and mid-level management staff.
- To assist XXXX explore developing a spraying and tillage service through local community service providers.
- To assist XXXX explore certification of spraying services at an industry level.
- To assist XXXX explore bundling of services and products into a single purchase, possibly with other service providers to provide cost effective solutions to smallholder farmers.

Part 3: Agreement Modification and Termination

Either party may terminate this Agreement by providing sixty (30) days written notice to the other party but may be amended at any time by mutual agreement of the parties

Part 4: Confidentiality

All information gained from the work carried out on the partnership's behalf will remain the property of the partnership until the partnership is formally disbanded.

Part 5: Authorisation

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the Memorandum of Understanding. The parties shall act as independent contractors in the implementation of this MOU. Nothing contained herein is intended to or shall create the relationship of employer-employee, joint venture, or principal-agency between the parties, nor does the MOU establish a legal entity. No party has the authority, express or implied, to create financial obligations on behalf of the other party, to create commitments other than as contained herein, or to take any positions on behalf of the other party without other party's written consent. No funds will be exchanged between parties during this time.

Part 6: Declaration

PROJECT and XXXX understand the terms of this Memorandum, and agree to the best of their ability to abide by them.

For the purpose of this MOU, the two parties will be represented by the following:

PROJECT:

XXXX:

Signatures and Dates:

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NAME

PROJECT

.....

Date

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NAME

XXXX

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Date