**This document includes two formats of MOUs that Inova uses:**

1. **Market Actor Partnership Agreement (MAPA), which is used for more intensive partnerships where deal notes and/or grants are anticipated; and**
2. **Stand-alone Memorandum of Understanding (MOU), which is used for less intensive partnerships where neither deal notes nor grants are anticipated**



# Market Actor Partnership Agreement No: [ MAPA number ]

**Between**

**[ partner ]**

**And**

**DAI Global, LLC**

**MAPA Effective Dates:** 10/13/2018 to 10/13/2018

This Market Actor Partnership Agreement (a type of memorandum of understanding hereinafter referred to as the "Agreement") is entered into this [ effective date ] (herinafter the "Effective Date"), by and between the Feed the Future Mozambique Agricultural Innovations Activity, managed by DAI Global, LLC on behalf of USAID (hereinafter referred to as "FTF Inova"), located at Rani Towers, 141 Avenue Marginal, 2nd floor, Maputo, 1100, Mozambique and

[ partner ] (hereinafter referred to as "[ partner ] "), NUIT number [ ###### ] , registration number (Alvara) [ ###### ], located at [ address ], telephone [ ###### ]. FTF Inova and [ partner ] will collectively be referred to as the "Parties" and each singularly as the "Party".

## Background / Justification of Intervention

[ your text here ]

1. **Purpose of Agreement**

The purpose of this Agreement is to formalize a collaboration between FTF Inova and [ partner ] . By closely coordinating the efforts of FTF Inova and [ partner ] under this Agreement, both organizations will leverage their respective resources to achieve impacts that could not be achieved individually.

## Overarching Strategies

The Parties anticipate the following overarching strategy/strategies:

1. [ your text here ]

## General Roles and Responsibilities

The roles and responsibility of Parties outlined in this agreement are meant as guiding principles. Detailed activities and financial commitments will be further defined in amendments to this agreement.

## [ partner ] agrees to:

1. [ your text here ]
2. [ your text here ]

**FTF Inova agrees to:**

1. [ your text here ]
2. [ your text here ]

**Additionally, both parties agree to:**

Ensure that all aspects of any activities undertaken within the framework of this partnership specifically encourage the equal participation of men and women, and that any such activities are designed so as not to reinforce any harmful gender norms.

Ensure that no aspects of any activities undertaken within the framework of this partnership are discriminatory against men, women, and children with disabilities; and when practicable, design any activities undertaken within the framework of this partnership in a way that actively encourages the participation of men, women, and children with disabilities.

Ensure that no activities undertaken within the framework of this partnership may directly or indirectly cause harm to the environment or human safety, lead to environmentally unsustainable impacts, or promote a trajectory which could reasonably be expected to lead to serious environmental or

human-safety impacts.

## Duration and Termination

This Agreement shall commence at the Effective Date, and continue until [ end date ]. This Agreement

may be amended by mutual written consent as set forth in such consent.

Either Party may terminate this Agreement for convenience by providing thirty (30) days' written notice to the other Party.

This Agreement is a memorandum of understanding that does not (a) create the relationship of principal and agent, employer and employee, joint venture between [ partner ] and FTF Inova, nor (b) establish privity of contract between FTF Inova's client and [ partner ] . This Agreement is strictly for internal management use for each Party. It is not legally enforceable, and shall not be construed to create any legal obligation on the part of either Party. This Agreement shall not be construed to provide a private right or cause of action for, or by, any person or entity. This Agreement in no way restricts either of the Parties from participating in any activity with other public or private agencies, organizations, or individuals. Nothing in this Agreement shall be construed as an exclusive working relationship. This Agreement is neither a fiscal nor a funds obligation document. This Agreement does not authorize, or intend to obilgate, the Parties to expand, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this Agreement.

## Adaptive / Modification Process

The adaptive process will need to have defined terms for reflection and adaptive/modification strategies and tactics, known as modules. While the objectives of the strategy should not change, aspects of the strategy or tactics will be adaptable as necessary to achieve the objectives. This will be determined by mutual agreement between FTF Inova and [ partner ] through review of the progress.

## Amendments

Any amendment or change or addition to this Agreement must be approved by both Parties.

## Notices

All official notices or communications required by this Agreement or desired to be given hereunder shall be in writing and addressed as follows and effected by email, and shall be deemed to be effected when received.

The respective organizational points of contact are:

## For FTF Inova

Name:

Title:

Email:

## For [ partner ]

Name:

Title:

Email:

Each Party may change its cognizant point of contact by written notice to the other.

## Confidentiality

Both Parties agree that any transmission and/or distribution of confidential information shall be strictly prohibited. Accordingly, both Parties agree to secure protection of the data exchanged during the cooperation.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the Effective Date by their duly authorized representatives.

For [ partner ]

[Name and title]

Signature Date:

For FTF Inova

Luca Crudeli Chief of Party

Signature Date:

**MEMORANDUM OF UNDERSTANDING**

Between

**DAI GLOBAL LLC**, a company registered in the U.S. State of Delaware, registered as a branch office in Mozambique located at Av. Marginal n° 141, Complexo Torres Rani, 2˚ andar, Cidade de Maputo, and represented by Luca Crudeli, the Chief of Party of the Feed the Future Inovações Agrícolas project (henceforth FTF Inova);

And

**[insert partner full legal name here],** henceforth referred to as [insert partner short name here], located at [insert partner address] and represented by [insert name and title of legal representative of partner];

With the objective of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_[insert overall objectives of MOU] \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and on the basis of good-faith principles, the two parties agree to this Memorandum of Understanding, as outlined in the following clauses:

**First Clause**

(Purpose)

1. This Memorandum of Understanding establishes the principles, terms and conditions of partnership between the two signatories.

**MEMORANDO DE ENTENDIMENTO**

Entre

**DAI GLOBAL LLC,** uma sociedade comercial do Estado de Delaware nos Estados Unidos, estabelecida em Moçambique sob forma de Delegação, sita na Av. Marginal n° 141, Complexo Torres Rani, 2˚ andar, Cidade de Maputo, representada neste acto pelo Senhor Luca Crudeli, na qualidade de Director do Projecto Feed the Future Inovações Agrícolas (doravante designado por FTF Inova);

E

**[insira o nome de registo lega do paceiro aqui],** doravante designado por [insira o acronimo do parceiro aqui], localizado em [insira o endereco do parceiro] e representado neste acto pelo [insira o nome e título do representante lega];

No intuito de \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_[insira os objectivos gerais do memorando de entendimento] \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ e na base do princípio de boa-fé, as duas partes concordam em celebrar o presente Memorando de Entendimento, o qual se regerá pelas cláusulas que se seguem:

**Cláusula Primeira**

(Objecto)

1. O presente Memorando de Entendimento estabelece os princípios,
2. The activities to be completed will be developed in various locations in the country or another place where DAI Global LLC, through its project FTF Inova, may be occasioned to work.

**Second Clause**

(Goals)

With the execution of this Memorandum of Understanding between the two parties, they plan to advance towards the following goals:

[complete MOU overall goals as needed]

1. Contribute to the well-being of smallholder farmers through their broad participation in agricultural markets.
2. Contribute to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. Contribute to the strengthening of long-lasting, sustainable linkages between [insert partner market sector here] and the agricultural private sector.

**Third Clause**

(Areas of cooperation)

The relationship of cooperation, exchange, and collaboration that is the purpose of this Memorandum of Understanding will occur in the following domains:

1. [insert relevant areas of cooperation in a list here
2. ]

termos e condições de parceria entre as partes signatárias.

1. As actividades a realizar serão desenvolvidas em vários locais no país ou outro lugar onde a DAI Global LLC, através do seu projecto FTF Inova, se encontre a trabalhar.

**Cláusula Segunda**

(Fins)

Com a celebração do presente Memorando de Entendimento entre as duas instituições pretendem-se alcançar os seguintes fins:

[complete os objectivos gerais do memorando]

1. Contribuir para bem-estar dos pequenos produtores agrários através da sua ampla participação nos mercados.
2. Contribuir para o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. Contribuir para o fortalecimento da ligação contínua e sustentável entre a [insira o sector do mercado do parceiro] e o sector produtivo privado.

**Cláusula Terceira**

(Áreas de cooperação)

As relações de cooperação, intercâmbio e colaboração objectos do presente Memorando de Entendimento incidirão nos seguintes domínios:

[insira as areas relevantes de cooperacao em forma de lista]

1. ]

**Fourth Clause**

(Coordination)

Each party will designate a coordinator to ensure and articulate the joint development and implementation of activities. The coordinators will be equally responsible for the assessment of the activities and the supervision of activities/projects agreed upon within the scope of this partnership, culminating in [insert major output(s) of partnership here\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_].

**Fifth Clause**

(Methods of implementation)

In order to make the objectives of this memorandum a reality, the two parties will agree upon specifics of the partnership, which will include the calendar, plan, and resources (financial, human, and material) as well as the division of responsibilities and the monitoring and evaluation of each activity. The activities and expectations of each project will be established through Terms of Reference that will form an integral part of the specific agreement.

**Sixth Clause**

(Duration)

1. This Memorandum of Understanding enters into force from the date of its signature by both parties and shall be valid for a period of [insert length of MOU here], renewing itself automatically if neither of the parties indicate—in writing and with advance notice of at least sixty (60) days—the intention to discontinue the agreement.**Cláusula Quarta**

(Coordenação)

Cada instituição designará um coordenador para assegurar e articular as acções de desenvolvimento e condução das actividades conjuntas. Os coordenadores serão igualmente responsáveis pela avaliação das actividades e supervisão das actividades/projectos acordados do âmbito desta parceria, culminando com [insira os grandes resultados esperados aqui] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_].

**Cláusula Quinta**

(Modo de execução)

Para a realização concreta dos objectivos do presente memorando serão celebrados acordos específicos de parceria, dos quais constará o respectivo programa, plano e recursos (financeiros, humanos e materiais) bem como a partilha de responsabilidades, a monitoria e a avaliação de cada projecto acordado. As actividades e condições de cada projecto serão estabelecidos em Termos de Referência (TORs) do acordo especifico, de que fazem parte integrante.

**Cláusula Sexta**

(Duração)

1. O Presente Memorando de Entendimento entra em vigor a partir da data da sua assinatura pelas duas partes e é válido por um período de [insira a duração do memorando], renovando-se automaticamente se nenhuma das partes manifestar, por escrito e com antecedência mínima de sessenta (60) dias, a vontade de o denunciar.
2. The eventual rescission or discontinuance of this memorandum shall not impair activities already in progress that were initiated on the basis of the signature of this instrument.

**Seventh Clause**

(Discontinuance of the Memorandum)

1. Either of the parties shall be able to rescind this Memorandum of Understanding on the grounds of being systematically unable to fulfill its commitments thereunder.
2. The communication of the rescission must be done in writing to the other party with advance notice of at least sixty (60) days.
3. The rescission of this Memorandum of Understanding can expire as well:
4. by mutual agreement of both parties;
5. based on the objective impossibility of completing it.

**Eighth Clause**

(Amendments and changes)

The parties may change the content of this memorandum at any time, through mutual written consent by both parties, under the form of an Addendum signed by both parties.

**Ninth Clause**

(Force majeure)

If at any moment in the course of the current memorandum, it becomes impossible for one of the parties to fulfill its obligations for reasons of force majeure, that party must promptly notify the other party, in writing, of the existence of a compromising force majeure.

1. A eventual rescisão ou denúncia do presente memorando não prejudicará as actividades em decurso, iniciados a partir da assinatura do presente instrumento.

**Cláusula Sétima**

(Denuncia do Memorando)

1. Qualquer das partes poderá rescindir o presente Memorando de Entendimento com fundamento no seu incumprimento sistemático.
2. A comunicação da rescisão deverá ser feita por escrito dirigido à outra parte, com antecedência mínima de sessenta (60) dias.
3. A rescisão do presente Memorando de Entendimento pode-se extinguir igualmente:

a) por mútuo acordo das partes;

b) por impossibilidade objectiva da sua execução.

**Cláusula Oitava**

(Modificações e Alterações)

As partes poderão modificar o conteúdo do presente memorando em qualquer momento, mediante mútuo consenso por escrito, sob a forma de Adenda assinada por ambas as partes.

**Cláusula Nona**

(Força Maior)

Se em algum momento no decurso do presente memorando, se torna impossível para uma das partes o cumprimento das suas obrigações por razões de força maior, essa parte devera prontamente notificar a contraparte, por escrito, da existência do motivo de força maior.

**Tenth Clause**

(Cases of omission or interpretation)

Any cases of omission stemming from the execution of this memorandum, as well as any interpretation of unclear elements in the memorandum, shall be resolved through representatives of each party in the spirit of collaboration and friendship that guided the signature of this memorandum.

**Eleventh Clause**

(Resolution of disputes)

1. The parties shall prioritize the peaceful and amicable resolution of any differences arising from the interpretation or application of this memorandum.
2. Consistent with this principle, any disputes shall be resolved by a neutral arbiter.

**Twelfth Clause**

(Anti-corruption clause)

The two parties affirm their commitment to their duty to abstain from participating in any acts of corruption and commit themselves to neither offer, promise, solicit, or accept—directly or indirectly—any advantages with a patronage or non-patronage character, for the benefit of themselves or others, with the objective of receiving favorable judgement from or over the purpose of this memorandum.

**Thirteenth Clause**

(Execution of the memorandum)

This Memorandum of Understanding enters into force starting from the date of its signature by both parties, and it is drafted in both English and Portuguese (of which

**Cláusula Décima**

(Casos omissos e interpretações)

Quaisquer casos omissos, decorrentes da execução deste memorando, assim como a interpretação de preceitos menos claros do presente memorando, serão solucionados através de despachos conjuntos dos respectivos dirigentes, dentro do espírito de colaboração e amizade, que norteia a assinatura do memorando.

**Cláusula Décima-Primeira**

 (Solução de litígios)

1. As partes privilegiam a solução pacífica e amigável de eventuais diferendos resultantes da interpretação ou aplicação do presente memorando.
2. Na subsistência daqueles, o litígio será dirimido por uma comissão arbitral.

**Cláusula Décima Segunda**

(Cláusula Anti-corrupção)

As partes afirmam a consciência do dever de abstenção para a prática de actos de corrupção e comprometem-se a não oferecer, prometer, solicitar ou aceitar, directa ou indirectamente, vantagens com carácter patrimonial ou não, para benefício próprio ou de outrem, com o propósito de obter julgamento favorável a partir, ou sobre o que constitui objecto deste memorando.

**Cláusula Décima Terceira**

(Entrada em vigor do memorando)

O presente Memorando de Entendimento entra em vigor a partir da data da sua assinatura pelas duas partes, e ele é regido nas línguas Inglês e Portuguesa (daquele as partes reconhecem o inglês como língua de

both parties recognize English as the controlling language in case of dispute), in 2 (two) identical original copies, each of which being equally valid.

Luca Crudeli, Chief of Party, FTF Inova

Maputo: [insira a data e a assinatura]

controlo no caso de litígio), em 2 (dois) exemplares idênticos, ambos de igual teor e valor.

[nome do representante], [titulo], [nome do parceiro]

[insira a cidade]: [insira a assinatura e a data]