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MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Department of Agricultural Marketing (DAM), Khamarbari, Farmgate, Dhaka-1215

and

Horticulture Export Development Foundation (Hortex Foundation- "Hortex")

Sech Bhaban (3rd Floor), 22 Manik Mia Avenue, Sher-e-Bangla Nagar, Dhaka-1207

PREAMBLE

This agreement together with all terms and conditions hereof called the Memorandum of Understanding (MoU) i.e. Cooperation Partnership Agreement. This "MoU" is made on August 08 day of 2018 between the Department of Agricultural Marketing (DAM), Farmgate, Dhaka-1215, represented by the Director General, DAM hereinafter called the First Party and Hortex Foundation, Sech Bhaban (3rd Floor), 22 Manik Mia Avenue, Sher-e-Bangla Nagar, Dhaka-1207, represented by the Managing Director, hereinafter called the Second Party.

Brief of Department of Agricultural Marketing (DAM)

The Department of Agricultural Marketing (DAM) is only the Department under Ministry of Agriculture, People's Republic of Bangladesh which develops and disseminates of all essential market information of agricultural produce to Government and its stakeholders, established market infrastructure, assistance to market linkage, commercialization of agriculture, processing, value addition, storage, value & supply chain and providing training on capacity building of farmers, agro business entrepreneurs, monitoring notified markets and ensuring fair price of essential agro commodities. DAM also implements and administers various Development Projects & programs to improve market access to farmers and thus promote the economy of the country.

Brief of Hortex Foundation

Hortex Foundation is a specialized organization and it operates under the guidance of Ministry of Agriculture, where Senior Secretary, Ministry of Agriculture is the ex-officio Chairman. Hortex Foundation has the interest to create opportunities for direct exporter-importer linkages to facilitate the export of fresh/frozen fruits and vegetables, potato and value added processed agro-commodities. The foundation is also involved for the development, promotion and marketing of exportable agri-products through technological intervention and advisory support in order to boost national economy and the different stakeholder's income. The vision of the Hortex Foundation is development of high value high quality agro-commodities through commercial agriculture system in Bangladesh both for domestic and export markets.

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SCOPE OF THE MEMORANDUM OF UNDERSTANDING

This MoU identifies the areas of cooperation including improving agricultural market access, improving market infrastructure, Supply & Value Chain Management, Commercialization of Agriculture, strengthening supply chain between farms to wholesaler/exporter, expand contract farming of high value crops for domestic and export market, exchange of data and information; knowledge and skill development; inspection and monitoring of commodities on sale; strengthening legal framework with compliance of Safe Food Act, 2013 and enforcement thereof; establishment and human resource development; food safety awareness building program; conduct study and research etc.

OBJECTIVES

The objectives of this Memorandum of Understanding (hereafter referred to as the 'MoU') are:

- To promote cooperation between the Parties in the area of agricultural marketing & fair trade of agricultural produces.
- To promote an understanding between the Parties of each other's regulatory framework, requirements and processes.
- To facilitate the exchange of information and documentation relating to areas of common interest.
- To encourage the development of collaborative activities between the Parties.
- To promote capacity building for both of the organization.

AREAS OF COOPERATION

In order to advance the implementation of the Memorandum of Understanding (MoU) in an efficient and effective manner, both Parties agree to cooperate in the following areas:

- I. Organize and implement market-based value chain best practices of agro-commodities.
- II. Information exchange about production, postharvest management, demand, supply and price of agricultural commodities.
- III. Provide training to DAM and Hortex officials for capacity building on supply chain and value chain management of agro-commodities.
- IV. Assist in establishing market linkages among the producer organizations (PO) and traders, supermarkets, processors, exporters to boost up economy of the country.
- V. Organize workshop/seminar on value chain and market linkage development.
- VI. Organize campaign on safe food production and marketing.
- VII. Promote value addition & processing of agricultural commodities.

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- VIII. Import & exchange technology from home & abroad.
- IX. Mutual collaboration for improvement of food processing best practices.
- X. Mutual understanding for the improvement of existing "Market Structure" i.e. On Farm Small Scale Infrastructure (OFSSI), Shed, Commodity Collection and Marketing Center (CCMC) etc., if needed.
- XI. Undertake any other activities agreed by both the Parties.

CONFIDENTIALITY

Each Party shall undertake to observe the confidentiality of documents, information and other data received or supplied to the other Party during the period of the implementation of this MoU on any other agreements made pursuant to this MoU. Personnel from either Party shall fully comply with the confidentiality requirements of the other Party when access is provided to data that is deemed to be confidential, including data obtained through the conduct of assessments.

Both parties agree that the provision of this Article shall continue to be binding between the parties notwithstanding the termination of this MoU.

COMMENCEMENT, DURATION AND TERMINATION OF AGREEMENT

This MoU shall come in to force upon signing by both the parties concerned and shall remain in force for a period of five years. Any modifications and amendments to the present MoU shall be made in writing with the consent of both the Parties.

The MoU may be terminated by either party with thirty days written notification to the other party.

FORCE MAJEURE

If at any time during the course of this MoU it becomes impossible for the either Party to perform any of their obligations for the reasons of force majeure, that Party shall promptly notify the other in writing of the existence of such force majeure. The Party giving notice is thereby relieved from such obligations as long as *Force Majeure* persists.

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties. If any dispute cannot be resolved by the negotiations parties, such dispute shall be submitted to the Ministry of Agriculture for settlement.

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IN WITNESS THEREOF, the Parties have signed this Memorandum on 08 August 2018 (Day, Month and Year) by their authorized representatives:

Signed on behalf of the Department of Agricultural Marketing (DAM): Signed on behalf of the Hortex Foundation:

Signature: _____

Md. Mahboob Ahmed
Director General
Department of Agricultural Marketing

Designation: _____

Signature: _____

Md. Manzurul Hannan
Managing Director
Hortex Foundation

Designation: _____

Date: _____

Date: _____

WITNESSES:

1. Signature: _____

Iqbal Hossain Chaklader
(Deputy Secretary)
Deputy Director (RETC)
Department of Agriculture
Khamarboi

Name: _____

Designation: _____

Organization: _____

1. Signature: _____

08.08.2018

Name: Mofarrahus Saitar

Designation: M&E Expert

Organization: Hortex Foundation (NATAP)

2. Signature: _____

08.08.2018

Name: _____

Designation: _____

Organization: _____

2. Signature: _____

08/08/2018

Name: _____

Designation: _____

Organization: _____

AGM (Marketing)
Hortex Foundation