**Business Support Facility for Resilient Agricultural Value Chains**

**MOVE-ComCashew**

**Competitive Matching Grant Scheme First Call for Application**

**Memorandum of Understanding**

Between

**[Name of lead applicant]**

and

**[Name of 1st applicant/consortium partner]**

and

**[Name of 2nd applicant/consortium partner]**

REGARDING JOINT COOPERATION IN Insert Title of Project to be Implemented.

**The Parties agree to the following:**

This Memorandum of Understanding (hereinafter referred to as the “MoU”) is effective from ‘insert date” between

Name and Address of Lead Applicant in Region, Country

and

Name and Address of 1st Applicant/consortium partner

and

Name and Address of 2nd Applicant/consortium partner

**Background**

This should be the background of the activity to be implemented or a little description of the project activity.

**PURPOSE**

The purpose of this MoU is to provide a framework of cooperation and understanding and to facilitate collaboration between the parties to meet their jointly determined goals and objectives regarding the [name of Activity to be implemented]

1. The overall objective of the consortium is to [please insert]

**AREAS OF COOPERATION**

Specific areas of cooperation should be mutually determined by the parties.

To be inserted based on what parties intend to do jointly towards achieving the goals (as indicated in the proposal)

**OPERATIONS, ROLES AND RESPONSILITIES**

This involves all activities, training, etc. which would form part of the implementation towards achieving specified project goals. Applicant(s) are to prepare the project Plan of Operations/ Workplan. This should translate into the roles of the various applicants/ consortium partners

Role(s)/ Responsibilities of Lead Applicant

Role(s)/ Responsibilities of 1st applicant/ consortium partner

Role(s)/ Responsibilities of 2nd applicant/ consortium partner

**RESOURCES FOR IMPLEMENTATION**

Each partner's resource(s) to be contributed should be clearly stated/outlined

All use of resources (financial and in-kind) will be deployed based on mutual agreement among applicants/ consortium partners.

**REPORTING AND MONITORING**

The parties will keep one another regularly informed about the progress of the project. On important occasions such as essential changes in timeframe, financial, technical, or development-policy aspects they will notify each other promptly without being asked. Parties will be accountable to one another on a quarterly basis to ensure that all parties are working with initial focus and goals. This may be done through quarterly reports and physical meetings.

**PERIOD OF AGREEMENT**

The MoU will take effect on the date of its signing by the parties and is valid until the end of the contract period, unless sooner terminated by any of the parties with prior notice to the other(s).

**The following will constitute a confidential and non-disclosure binding agreement between the parties:**

*Definition of Confidential Information*

“Confidential Information” shall mean all business, technical and financial information disclosed to the receiving party, either directly or indirectly. Confidential information may include, by way of example, but without limitation, documents, files, reports, date, business strategies, know-how,

pricing information, ideas, and other information, or its potential use, that is owned by or in possession of the disclosing party.

*Commitment to Confidentiality*

The parties recognize that through the normal course of their business/activities, they may work with companies or organizations with competing interest or meet sensitive information regarding each other or a client/ partner. This confidentiality agreement is intended to ensure that neither of the partners disclose confidential information about each other nor about their respective partners or clients without prior permission. This confidentiality agreement will be binding upon the parties for the period of the contract following the expiry or termination of the Memorandum.

If confidential information is legally disclosed in confidence to the receiving party by third party, then:

* The receiving party shall have the right to use that portion of the above-mentioned Confidential information so disclosed by the third party in connection with work done for that third party; and
* Such disclosure by that third party shall not place that portion of the above-mentioned Confidential information in the public domain and shall not relieve the receiving party of its obligations under this Agreement.

Once the Memorandum is signed, the Parties agree to abide by the following commitments:

* Keep Confidential information as such
* Use Confidential information solely in connection with obligations under the Memorandum; and
* Only disclose Confidential information to such employees, directors, agents, parents or subsidiary companies, and /or professional advisors as need to know for implementation of tasks under this Memorandum, and on condition that they will be informed of the confidential nature of such Confidential Information and directed to maintain the conditions of this Memorandum.

Neither party will be prevented from making use of Know-how, principles learned, or experience gained of a non-proprietary or non-confidential nature.

Information will not be regarded as Confidential Information for the purpose of this Memorandum if it is generally available in the public domain other than breach of this Agreement.

However, if either party wishes to disclose information it considers to be confidential to the other party, the parties will enter into a Confidentiality or Non-disclosure Agreement.

**Lead Applicant**

**Name/Date/Place**

**1st applicant/consortium partner**

**Name/Date/Place**

**2nd applicant/consortium partner**

**Name/Date/Place**

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