



MEMORANDUM OF UNDERSTANDING (MOU) between

LOSO YA BUMBA represented by Annie Bumba and Richard Madimba Kalala

AND

AgroVOLTA SARL. Represented by Mr. José Daniel Marqués Mateo and Emmanuel T. Kalala

This is an agreement between “Party A”, hereinafter called *LOSO YA BUMBA* and “Party B”, hereinafter called *AgroVOLTA SARL*

Article I: BACKGROUND AND PURPOSE

The DRC offers several investment opportunities in the agricultural sector from production to marketing, to create a chain of competitive value at the sub-region. With its outstanding agronomic potential and an area of unparalleled farmland in Africa, the DRC is able to feed 2 billion people. With 80 million hectares of arable land, the DRC is developing several cultures, namely: food crops, market gardening and perennial crops. As part of the revival of the agricultural industry in the DRC, several sectors were selected based on several factors such as the state of existing resources, old and new traditions, the degree of organization of producers, presence or lack of development projects, the state of infrastructure, land availability, regulations and the business environment.

- a) The industrialized industries: coffee, cocoa, tea, cinchona, hevea, sugar, palm oil (vegetable sectors); cattle, swine, poultry (animal sectors);
- b) Sectors with strong potential for industrial development: maize, cassava, rice, and soybeans;

The Agricultural Code (Law No. 11/022 of 24 December 2011 on fundamental principles relating to agriculture) aims to:

- Promote the sustainable development of potentialities and agricultural space integrating social and environmental aspects;



- Boost agricultural production by establishing a special customs and tax regime in order to achieve, inter alia, food self-sufficiency;
- Boost exports of agricultural products to generate significant resources for investment;
- Promote the local industry for processing agricultural products;
- Bring new renewable energy technologies;
- Get the province, the decentralized territorial entity and the farmer involved in the promotion and implementation of agricultural development.

The purpose of this MoU is to provide a framework for the cooperation between the parties with the overall goal of enhancing the quality, the quantity and the sustainability of rice production in the DRC.

By doing so, this MoU is intended to:

- Support the improvement of rice production;
- Increase the quality of the rice for the purpose of meeting market demand in terms of production and distribution;
- Become more competitive and equip local farmers with the means to respond to new demands;
- Provide farmers with new standard of production with simple, efficient and innovative farming techniques;
- Reduce cost of production by using adequate and efficient machines and equipment;
- Processing and value addition of agri-food products;
- Support job creation, by empowering and training farmers to be both innovators and effective extension workers.



Article II: PARTNER ROLES, RESPONSIBILITIES and NOTICES

1.1 Non-Binding Agreement and Independence of the Parties

1.1.1 Non-binding Agreement

The Parties enter into this MOU while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Unless specifically provided otherwise, the cooperation among the Parties as outlined in this MOU shall not be construed as a partnership or other type of legal entity or personality. Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this MOU. Nothing in this MOU shall be construed as superseding or interfering in any way with any agreements or contracts entered into among the Parties, either prior to or subsequent to the signing of this MOU. Nothing in this MOU shall be construed as an exclusive working relationship. The Parties specifically acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third party. In the event of a conflict between the terms in this MOU and USAID's legally binding agreement with any Party, the terms of the legally binding agreement will govern.

1.1.2 Independence of the Parties

The term "partner" and "partnership," as used in this MOU and/or any attachment hereto, does not refer to a partnership under the law. Instead, it expresses the intention of the Parties to work together in the limited manner described in this MOU for the purpose of achieving the common goals described herein. Accordingly, nothing in this MOU shall be construed to create a legal relationship between the Parties of agency, partnership, or joint venture, or to render any party liable for any debts or obligations incurred by the other.

2.2 Roles of the Parties

2.2.1 LOSO YA BUMBA

LOSO YA BUMBA is an organization over 5,000 farmers that aims to strengthen and promote the capacity of local agricultural organizations and communities to use and apply participatory



methods for planning, implementing and monitoring programs, and strengthening institutional capacities of communities and peasant organizations.

As a result of effective collaboration of both parties, party “A” shall:

- Interact and coordinate with farming professionals, agronomist, farming technicians and farmers;
- Be committed to bring financial support and use all its influence in every area to ensure successful completion of the projects;
- Shall provide assistance with all administrative and custom process issues;
- Interact with agricultural vendors, clients and government organizations;
- Ensure compliance of all state and federal agricultural laws and guidelines;
- Be committed to using its strengths to achieve our common vision and mission for the project completion.
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2.2.2 AGROVOLTA SARL

Is an ambitious company that aims to bring his expertise and his concerns in the fields of farming, construction, design (food storage structures and food processing plants as well as housing and suitable environments for livestock), developing specialties, maintenance and improvement of farming technical process. AgroVOLTA SARL provides also with consultancy and guidance on appropriate use of farming equipment and machinery on rice culture.

As a result of effective collaboration of both parties, party “B” shall:

- Increase farm production through agricultural engineering methods;
- Conduct research on latest trends in agricultural engineering and farming aspects;
- Implement agricultural engineer programs to improve quality standards of rice farming products;
- Design and develop farming machines, including recommendations and guidelines on the most appropriate and effective equipment and machines that involve the basic



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principles and practices aimed at a sustainable production system based on ecological cycles and precaution;

- Counsel and educate farmers on latest farming issues and techniques;
- Plan, develop and initiate fertilization programs and harvesting cycles;
- Develop and manage irrigation processes and issues;
- Train producers to increase and diversify the production of rice needed by the company for its final products;
- Seek and organize knowledge sharing platforms between agricultural communities in Valencia (Spain) and agricultural communities in the Congo

Article IV: FINANCIAL CONSIDERATIONS

The entities acknowledge that all or any financial arrangements must be negotiated and will depend upon the availability funds. It is expected that the Parties will make certain contributions to the Partnership to achieve the Goals, as shall be decided and determined by each Party subject to that Party's policies, procedures and available resources.

Article V: RESPONSIBILITY

Subject to the applicable provisions of any funding agreement for this activity, each Party is responsible for the safety and conduct of its staff or of any person that it may retain to carry out the activities described in this MOU or any addenda and to comply with the provisions of this MOU. Neither Party shall be held liable for losses, damages, claims, or other liabilities attributable to the other Party's actions or omissions, or those of its employees, agents, consultants, officers or directors.



Article VI: MISCELANEOUS PROVISIONS

The **Parties** recognize the critical importance of a long-term relationship aimed at promoting and facilitating collaboration. This is based on their similar and complementary interests, capacities and the need to work together to accelerate the attainment of a sustainable reduction of food insecurity and improving technics et process leading to a better quality of rice production.

The **Parties** are also cognizant of the fact that achieving their respective missions, goals and objectives will require concerted action at different levels.

Both parties see the benefits of this project, have a desire to pursue the project and have determined that each brings unique expertise and experience necessary to accomplish the objectives outlined above.

Whenever desirable, the parties may seek each other's co-operation with a view to promoting the development of specific activities in fields of common interest and may conclude specific agreements for joint action with the aim of attaining objectives of mutual interest.

Article VII: ENTIRE AGREEMENT AND COUNTERPARTS

This MOU as well as any addendum approved in writing, each of which is incorporated in the MOU, constitute the entire agreement and understanding between the Parties and supersede any prior or contemporaneous oral or written understanding or agreements between the Parties related to the matters addressed herein.

This MOU may be executed electronically (i.e. PDF format), and in one or more counterparts, each of which shall constitute an original document.

This Memorandum of understanding may be amended from time to time by mutual agreement of the parties in written modification signed by both parties. The agreement is renewable from year to year, unless either party gives notice of intent to withdraw from the project. This MOU may be terminated by either party, for any reason, by giving 30 days written notice.



Article VIII: EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of Parties A and B authorized officials. It shall be in force from (date)_____ to (date) _____.

Parties A and B indicate agreement with this MOU by their signatures.

Signatures and dates

LOSO YA BUMBA

AgroVOLTA SARL

_____ Date

_____ Date