

MEMORANDUM OF UNDERSTANDING

BETWEEN

AGWOAYITI

AND

HAITI HEALTH INITIATIVE (HHI)

This Memorandum of Understanding is made on the 5th of March 2017

1. PARTIES

AGWOAYITI, registered with the patent number _____, 10^{ème} section Fond d'Oies, Léogâne HT6210, HAITI.

AgwoAyiti is a recently formed organization working in sustainable agricultural development in Haiti. At the present time, the bulk of AgwoAyiti activities are concentrated in the Fond d'Oies section of Léogâne. The mission of the organization is to implement and support sustainable agricultural and animal husbandry initiatives that reinforce the capacities and economic security of rural smallholder farm families, and to do so in a way that protects and sustainably manages natural resources and the environment. This includes such initiatives as small-scale animal husbandry agribusiness, community seed banks, environmental rehabilitation, and farmer training in good agricultural practices. Most of these projects are in the planning stages or are forthcoming.

HAITI HEALTH INITIATIVE (HHI)

Registered charity in the United States with the Employer Identification Number 27-3595925, at 1761 Gold River Drive, Orem UT 84057, USA

Haiti Health Initiative aims to improve the overall health and well-being of rural Haitians, one community at a time. We seek to accomplish this through providing education and services in primary health care, dental care, public health, and nutrition within each community at risk.

Our vision is each rural community in Haiti is a place where people utilize their own resources. We aspire to become a model organization that supports local healthy living and promote sustainable and culturally appropriate change through collaboration with local and international partners.

Some of our long-term goals include the following:

- Partner with local community leaders and members, government entities, and international partners to bring education and access to basic public health services.
- Raise the literacy level of individuals in rural areas.
- Ensure each person will obtain at least a primary level education.

- Identify and support committed local residents who want to obtain specialized training in community health, dentistry, agriculture, or other related fields.

Haiti Health Initiative is co-operating with its sister organization in Haiti, Inisyativ Sante Peyizan (ISAP), a registered non-profit organization in Haiti, to assist AgwoAyiti in developing a hog raising project.

(AgwoAyiti and HHI are each a “Party” and together the “Parties”)

2. STATEMENT OF INTENT

- 2.1 Together the Parties wish to enter into this Memorandum of Understanding (“MoU”) in order to record their joint commitment to working in a partnership to deliver the Project.
- 2.2 Through this agreement, the Parties are indicating their mutual support for one another.
- 2.3 The objectives of this agreement are to:
 - set out the principles for collaboration between the Parties;
 - outline the roles and responsibilities that will inform future collaborative action;
 - identify the scope of activities covered by this agreement; and
 - provide a framework to monitor the effectiveness of the project.
- 2.4 The Parties shall use their reasonable endeavors to fulfil the objectives of this MoU.
- 2.5 To the extent that any of the Parties is to perform or provide professional or management services or expertise to the Project within the normal scope of its activities and/or business and/or professional disciplines, that party shall provide such services and expertise and shall exercise in the performance thereof and the discharge of all its duties and obligations under this MoU all the reasonable skill and care to be expected of an appropriately qualified professional consultant or manager holding themselves out as having the competence and experience necessary for the proper performance of such services in connection with a project of a size, scope and character similar to that of the Project (“the Duty of Care”).
- 2.6 Each Party warrants one to the others that it shall make available such resources and personnel to the Project as are necessary to meet and maintain the Duty of Care.

3. BACKGROUND

- 3.1 Evens Robert, one of the founding members of AgwoAyiti and a recent agronomy graduate with a license from Fondwa University, observed the precarious economic and environmental conditions in his home community of Fond d’Oies while completing his university studies. He realized that there was untapped potential in animal husbandry systems, specifically hog raising.

This is what inspired him to develop a budget and basic project proposal for a hog raising agribusiness in Fond d'Oies. After writing the project proposal, Evens approached the HHI management team to ask for their help procuring financial resources for starting the project.

Mr. Robert scheduled a meeting with Marc-Aurel Martial and Alex Carroll from HHI to discuss his project proposal in more detail. Mr. Martial put Mr. Robert in touch with a sponsor, also from HHI, who communicated with Evens and Alex regarding financing the project. Evens and Alex developed a budget for four separate project phases. This MoU is intended to establish the mutual expectations between both HHI and AgwoAyiti related to the hog raising project proposal developed by Evens.

4. PROJECT

4.1 Given the precarious economic situation of the majority of smallholder farmer families residing in the Fond d'Oies community, the principle objective of this project is to strengthen the local economy by providing a reliable source of hogs that community members can purchase to start their own hog-raising or food sales enterprises.

4.2 The nature of the project is such that it can be broken down into four phases, which roughly correspond to stages:

4.2.1 Phase A: Land preparation and fence construction (**duration 4 weeks**).

This phase involves levelling the land so as to facilitate the eventual construction of a corral where the hogs will stay. After the land is levelled and prepared for laying the foundation, the fence or barrier will be built. This phase will also include building design, which will be a simple structure composed of concrete blocks.

4.2.2 Phase B: Construction of corral (**duration 4 weeks**).

This phase consists of constructing the building that was planned at the end of Phase A. Purchasing of materials will be completed before construction begins. Two construction foremen and other workers performing manual labor will be hired to complete the construction.

4.2.3 Phase C: Purchase of materials for corral (**duration 4 weeks**).

During this phase, tools and other materials will be purchased, including rakes, picks, water, detergent, hog food, chlorine, machetes, and other necessary items for maintenance of the corral and hog raising operations. This will mainly be a materials gathering phase.

4.2.4 Phase D: Purchase of pigs and start of hog raising activities (**duration 4 weeks**).

Pigs will be purchased, and labor will be hired to take care of necessary daily and weekly activities such as cleaning the corral, feeding the pigs and giving them water, and other tasks. This will be a continuing phase that can start over once the first batch of pigs is sold. As part of this phase, project leaders will also interview local pork saleswomen to determine where they get their hogs as well as associated costs. This will aid in the eventual creation of a service to

deliver hogs directly to the point of sale, when financial resources allow.

- 4.3 This MoU acts as an agreement between the Parties as to the ‘road map’ for the development of the Project as well as being an agreement to engaging in the first phase (Phase A, listed above). The precise nature of the subsequent phases can be agreed upon at a later date and the Parties may wish to enter into one or more further Memorandum(s) of Understanding for the corresponding deliverables and support or cover them in an amended version of this document.

5. REPRESENTATIVE

- 5.1 The representative for each Party is:

AgwoAyiti

Evens Robert

AgwoAyiti

evensrobert95@yahoo.fr

+509 49 00 1383

HHI

<http://haitihealthinitiative.org/>

Marc-Aurel Martial

mmartial@haitihealthinitiative.org

+1 801-830-3043

- 5.2 The representatives shall be responsible for the management and policy of the day-to-day joint activities and will be in contact regularly. Decisions must be unanimous.

6. ROLES AND RESPONSIBILITIES

- 6.1 All parties shall cooperate fully and share relevant information to the benefit of the Project. AgwoAyiti will purchase all materials, hire necessary labor and skilled professionals, and implement the hog raising project. HHI will provide start-up financing for the project to help AgwoAyiti move towards profitability and self-sustainability. HHI will also provide contacts and information to assist AgwoAyiti in developing the technical side of the project, if such contacts are part of their network.

7. SCOPE

As stated in section 4.3, this MoU serves as an outline reference document for the foreseeable life of the Project as set out here. The broad terms below reflect this. Further details as to deliverables and support may require separate Memorandum(s) of Understanding or be incorporated into this document in subsequent revisions.

- 7.1 Haiti Health Initiative will be responsible for:

- Providing start-up financing for this project, primarily through an anonymous sponsor.

- Linking Evens Robert and AgwoAyiti with any qualified professionals they have in their network who have experience in hog raising and who may be able to help provide advice and answer questions.
- After initial project phases have been implemented, HHI can evaluate the possibility of assisting with additional financial resources during the period when AgwoAyiti has not yet reached the break-even point.

7.2 AgwoAyiti will be responsible for:

- Purchasing all materials listed on the budget to complete the four initial project phases.
- Hiring any necessary manual labor or skilled professionals to help with construction or other tasks.
- Liaising with professional contacts provided by HHI and giving a report of these contacts and what conversations they had together.
- **Providing reports at the beginning, middle, and end of each project phase, followed by monthly reports thereafter,** to the HHI board of directors/board of trustees.
- Seeking out an internship program with Fondwa University in order to help train university students in hog raising methods (especially students completing programs in veterinary medicine or animal sciences).
- Keeping a report of financials to use in determining break-even point and planning for the future.

8. POINTS OF DEPARTURE

- 8.1 If the site is deemed unsuitable for the construction of the corral, HHI reserves the right to put its involvement in design on hold until a more suitable site is found.
- 8.2 Breach of MoU
- 8.3 A breach of this MoU is characterized by a failure of the AgwoAyiti team to provide written and pictorial reports in a timely manner, which has been agreed upon as monthly.
- 8.4 In case of a breach of the MoU, the right of AgwoAyiti to receive sponsor financial and other support will be forfeited.

9. MILESTONES

- 9.1 The target date for the opening of Phase A, namely levelling of land and construction of the barrier, is April 15th, 2017.
- 9.2 Phase B of the program, namely construction of the corral, will begin on May 13th, 2017.
- 9.3 Phase C of the program, namely purchasing of materials necessary for program maintenance, will begin on June 10th, 2017.
- 9.4 Phase D of the program, namely purchasing of the hogs and inception of the project, will begin on July 8th, 2017.

9.5 Further milestones to be developed as the project progresses.

10. REPORTING

- 10.1 Both parties are to report on the status of their current work by email every month.
- 10.2 In addition, AgwoAyiti will provide both **textual and pictorial reports at the beginning, middle, and end of each project phase**, and they will continue to send reports on a monthly basis after the project has been started.

11. TERMS OF UNDERSTANDING

- 11.1 The term of this MoU is for a period of **2 years** from the date of this agreement. It may also be extended upon written mutual agreement. It shall be reviewed at least monthly to ensure that it is fulfilling its purpose and to make any necessary revisions.
- 11.2 Either party may terminate this MoU upon 30 days' written notice without penalties or liabilities.
- 11.3 The parties agree that all intellectual property arising out of this MoU shall vest in or remain vested in the Party who has generated such intellectual property. No Party shall use any of the intellectual property rights arising out of this MoU for any purpose outside this MoU without the prior consent of the other Party (not to be unreasonably withheld).
- 11.4 Each Party shall be liable to the other for death and personal injury caused by its negligence act or omission in the performance of this MoU. Each Party shall ensure that it and its personnel are adequately covered by public liability insurance in respect of such liability.
- 11.5 Subject to clause 11.4 but otherwise notwithstanding any other term of this MoU the total liability of AgwoAyiti to all Parties under or in connection with this MoU whether in contract, tort (including negligence), for breach of statutory duty or otherwise shall be limited to the re-performance of the services by AgwoAyiti, who shall not be liable for any other losses incurred by the other Party.
- 11.6 Each Party shall be solely responsible for compliance with its obligations under this MoU by its employees, consultants, partners, members or directors, and no legal action or proceedings shall be brought against any such individual personally for any breach thereof.
- 11.7 Neither AgwoAyiti nor Haiti Health Initiative may assign its rights under this commission and no term of this agreement confers on any third party any benefit or right to enforce any term of this agreement. Unless otherwise agreed, any report is not intended for and should not be relied upon by any third party and no responsibility is undertaken to any third party for it.

11.8 It is understood and agreed upon that **this MoU does not constitute a legal contract enforceable in a court of law**, but rather a mutual agreement between two parties, namely Haiti Health Initiative and AgwoAyiti.

12. COSTS

12.1 HHI will be responsible for covering initial project costs as denoted in the final approved preliminary budget. AgwoAyiti will be responsible for providing land on which the corral will be built.

12.2 **Return on investment: AgwoAyiti estimates that the hog farming project will begin to be profitable after a period of 8 months, or in the middle of December 2017. At this point, AgwoAyiti hopes to make a profit of \$500 USD per month; this amount will continue to increase as the number of hogs being raised and sold increases.**

Representative of AgwoAyiti

Name: Position:
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Signature: Date:
.....

Representative of HHI

Name: Position:
.....

Signature: Date:
.....

Addendum 1: Budget for Phases 1-4

MoU Between AgwoAyiti and Haiti Health Initiative

Preliminary Budget for AgwoAyiti Hog Raising Project				
Phase 1: Land Preparation and Construction of Barrier				
Description	Unit	Quantity	Unit Price	Total Price
Rebar 3/8	bars	25	\$ 5.20	\$ 129.94
Rebar 1/4	bars	15	\$ 1.79	\$ 26.85
Cement	sacks	10	\$ 11.88	\$ 118.80
Barbed wire	bundles	4	\$ 24.95	\$ 99.79
Sand	truck	0.5	\$ 117.55	\$ 58.78
Gravel	wheelbarrows	20	\$ 1.77	\$ 35.40
Delivery of water to site	drums	10	\$ 3.53	\$ 35.30
Lock	locks	1	\$ 11.88	\$ 11.88
Transportation	transportation	1	\$ 148.50	\$ 100.00
Tie wire	pounds	10	\$ 86.13	\$ 861.30
Corrugated sheet metal 6"	sheets	3	\$ 5.94	\$ 17.82
Door hinges	hinges	4	\$ 2.82	\$ 11.29
Wooden planks	wooden planks	10	\$ 5.88	\$ 58.80
3" Nails	pounds	8	\$ 1.38	\$ 11.05
Nails for corrugated sheet metal	pounds	4	\$ 1.49	\$ 5.94
Nails for cement	pounds	24	\$ 1.54	\$ 36.96
Labor for levelling construction site	people	2	\$ 7.13	\$ 14.26
Unforeseen cases	circumstantial	5.00%	\$ 1,634.14	\$ 81.71
Total Price				\$ 1,715.85
Phase 2: Construction of Corral				
Description	Unit	Quantity	Unit Price	Total Price
Tuff Tank 500 gallons	tanks	1	\$ 762.30	\$ 762.30
Rebar 1/2	bars	8	\$ 9.24	\$ 73.92
Rebar 1/4	bars	15	\$ 1.79	\$ 26.80
Blocks 20	blocks	450	\$ 1.17	\$ 526.68
Rebar 3/8	bars	8	\$ 5.39	\$ 43.12
Cement	sacks	35	\$ 12.32	\$ 431.20
Corrugated sheet metal 13 canal	sheets	16	\$ 6.16	\$ 98.56
2x4x16 wooden beams	wooden beams	15	\$ 15.40	\$ 231.00
Standard nails	pounds	7	\$ 1.42	\$ 9.92
Wooden planks	wooden planks	8	\$ 5.88	\$ 47.06
Delivery of water to site	drums	30	\$ 3.53	\$ 105.80
Nails for cement	pounds	8	\$ 1.54	\$ 12.32
Sand	truck	1	\$ 117.55	\$ 117.55
Gravel	wheelbarrows	10	\$ 1.77	\$ 17.71
1" PVC pipe	bars	6	\$ 10.78	\$ 64.68
Female adapter	adapters	6	\$ 0.62	\$ 3.70
Male adapter	adapters	6	\$ 0.62	\$ 3.70
Transportation	transportation	1	\$ 308.00	\$ 308.00
Construction foreman	construction foreman	2	\$ 475.00	\$ 950.00
1/2 inch plywood	plywood	8	\$ 31.85	\$ 254.78
Unforeseen cases	circumstantial	5.00%	\$ 4,088.78	\$ 204.44
Total Price				\$ 4,293.22
Phase 3: Necessary Materials for Corral Functioning				
Description	Unit	Quantity	Unit Price	Total Price
Boots	pairs	2	\$ 10.70	\$ 21.39
Rain Jackets	rain jackets	2	\$ 21.38	\$ 42.76
Gloves	pairs	3	\$ 2.10	\$ 6.30
Rakes	rakes	2	\$ 9.80	\$ 19.60
Picks	picks	2	\$ 11.20	\$ 22.40
Pitchforks	pitchforks	2	\$ 12.82	\$ 25.65
Machetes	machetes	2	\$ 7.00	\$ 14.00
Veterinary service	month	6	\$ 30.00	\$ 180.00
Detergent	sacks	1	\$ 10.00	\$ 10.00
Chlorine	packets	1	\$ 5.00	\$ 5.00
Delivery of water to site	drums	10	\$ 3.53	\$ 35.30
Workers	workers per month	2	\$ 137.41	\$ 274.82
Flashlight	flashlights	2	\$ 7.00	\$ 14.00
Buckets	buckets	4	\$ 2.30	\$ 9.20
Unforeseen cases	circumstantial	5.00%	\$ 680.42	\$ 34.02
Total Price				\$ 714.44
Phase 4: Purchase of hogs and vehicle rental				
Description	Unit	Quantity	Unit Price	Total Price
Males	hogs	1	\$ 300.00	\$ 300.00
Sows	hogs	3	\$ 250.00	\$ 750.00
Gas for car rental (hog feed pickup)	gallons	172	\$ 2.78	\$ 478.16
Hog feed	month	6	\$ 150.00	\$ 900.00
Car rental	day	12	\$ 100.00	\$ 1,200.00
Unforeseen cases	circumstantial	5.00%	\$ 3,628.16	\$ 181.41
Total Price				\$ 3,809.57
Grand Total				\$ 10,533.08

Addendum 2: Construction Example

