

Memorandum of Understanding (MoU)

Between

Ministry of Fisheries and Livestock, MoFL

and

Aspire to Innovate (a2i) Programme.

JULY 5, 2023



MEMORANDUM OF UNDERSTANDING (MOU)

খত This MEMORANDUM OF UNDERSTANDING is signed in Dhaka, Bangladesh on the 5th of July, 2023 to set the framework of co-operation between the following parties:

1. **Ministry of Fisheries and Livestock (MoFL)**, Bangladesh Secretariat, Dhaka, hereinafter referred to as MoFL is an organization duly organized under the laws of the People's Republic of Bangladesh for the purpose to meet the demand of animal protein by enhancing production, productivity and value addition of Fish and Livestock products. MoFL - the expression shall unless repugnant to the context mean and include its successors and assigns of the **FIRST PARTY**.
2. **a2i- Aspire to Innovate** of the Cabinet Division and ICT Division (www.a2i.gov.bd), a Government of Bangladesh run programme with technical support from UNDP. The overall objective of the programme is to provide support in building a digital nation through delivering services at the citizen's doorsteps. The programme aims to improve quality, widen access, and decentralize delivery of public services to ensure responsiveness and transparency.
The Aspire to Innovate Programme (hereinafter referred to as "a2i") which expression shall unless repugnant to the context mean and include its successors and assigns of the **SECOND PARTY**.

The parties shall be referred to as "Parties" collectively and "Party" individually henceforth.

1. SCOPE OF THE MOU:

The purpose of this MoU is to collaborate for the simplification of services (SPS) and development, implementation and scale-up of e-digital services and facilitate innovation in the Fisheries and Livestock sector.

2. THE SERVICE AND INITIATIVES:

The parties will carry out the following activities:

- 2.1 Development of integrated digital service delivery platforms for fisheries and livestock farmers
- 2.2 Development of national data architecture ecosystem for fisheries and livestock stakeholders
- 2.3 Home-grown fisheries and livestock-related devices (farmers demand-driven) and technology innovation by establishing an innovation lab
- 2.4 Capacity building for fisheries and livestock farmers and stakeholders to ensure the best usage of the developed smart devices and platforms
- 2.5 Development of data intelligence platforms (i.e., integration of GIS system, satellite image, etc.) for the ease of decision making for farmers to policy makers
- 2.6 Establish smart agricultural supply-chain to ensure adequate access to the market
- 2.7 Improve the service delivery by devising and implementing Smart Agriculture Data Ecosystem and digitizing all the cash subsidy programs
- 2.8 Cater policies addressing access to data, access to finance, market, inputs and technologies

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ষ্টাম্প ডেভাৰ
আবুল হাসানাত বাসেল
লাইসেন্স নং-০৬/১৬ইং
রেজিষ্ট্রেশন কমপ্লেক্স, তেজগাঁও, ঢাকা।

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একশত টাকা

2.9 Multinational collaboration to develop knowledge hub and global scalability of best practices

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2.10 Promote and brand Smart Bangladesh Campaign in 360-degree media outreach nationally and internationally

3. RESPONSIBILITIES AND OBLIGATION OF THE PARTIES

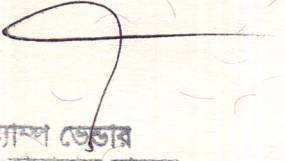
3.1 Ministry of Livestock and Fisheries (MoFL) will:

- 3.1.1 Develop and maintain integrated digital service delivery platforms for fisheries and livestock farmers with the technical assistance of a2i;
- 3.1.2 Ensure data interoperability from government to private sector for developing national data architecture ecosystem for fisheries & livestock stakeholders;
- 3.1.3 Develop and ensure dissemination of fisheries & livestock centric devices (farmers demand-driven) and technology innovations, from the innovation Lab, in the field with the collaboration of a2i and private sectors;
- 3.1.4 Ensure capacity building for farmers and stakeholders to ensure the best usage of the developed smart devices and platforms;
- 3.1.5 Develop and implement data intelligence platforms (i.e., integration of GIS system, satellite image database, etc.), with the technical assistance of a2i, for the ease of decision making from farmers to policy makers;
- 3.1.6 Develop and implement marketplaces and platforms (i.e., Digital Haat, bfdconlinefish.com, BFDC online fish apps. etc.) with the technical assistance of a2i to ensure adequate access for fisheries and livestock farmers;
- 3.1.7 Ensure the improvement of the service delivery by devising and implementing Smart Agriculture Data Ecosystem and digitizing all the cash subsidy programs;
- 3.1.8 Formulate policies & guidelines addressing access to data, access to finance, market, inputs and technologies;
- 3.1.9 Ensure multinational collaboration, with the assistance of a2i, to develop a knowledge hub and global scalability of best practices;
- 3.1.10 Ensure the promotion and branding of Smart Bangladesh Campaign in 360-degree media outreach nationally and internationally;
- 3.1.11 Assign a focal point for implementation of the services under this MoU;

3.2 a2i will:

- 3.2.1 Assist the Ministry of Fisheries and Livestock in the development and maintenance of integrated digital service delivery platforms for fisheries and livestock farmers;
- 3.2.2 Facilitate the process of data interoperability for developing national data architecture ecosystem for Fisheries and Livestock stakeholders;
- 3.2.3 Facilitate fisheries and livestock centric innovation lab to encourage home-grown devices (farmers demand-driven) and technology innovation;
- 3.2.4 Support capacity building for fisheries and livestock farmers and stakeholders to ensure the best usage of the developed smart devices and platforms;
- 3.2.5 Facilitate the Ministry of Fisheries and Livestock in the development of data intelligence platforms (i.e., integration of GIS system, satellite image database, etc.) for the ease of decision making from fisheries and livestock farmers to policy makers;

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চ্যাম্ব ভেডার
আবুল হাসানাত রাসেল
লাইসেন্স নং-০৬/১৬ইং
রেজিস্ট্রেশন কমপ্লেক্স, তেজগাঁও, ঢাকা।



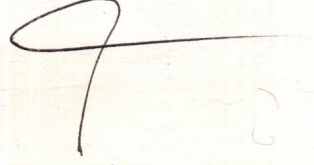
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- 3.2.6 Facilitate the Ministry of Fisheries and Livestock in the development and maintenance of marketplace platforms (i.e., Digital Haat, bfdconlinefish.com, BFDC online fish apps. etc.), to ease the supply chain and ensure adequate access to the market for fisheries and livestock farmers;
- 3.2.7 Support the improvement of the service delivery by devising and implementing an Agri Stack and digitizing all the cash subsidy programs;
- 3.2.8 Facilitate the Ministry of Fisheries and Livestock in formulating policies & guidelines by addressing access to data, access to finance, market, inputs and technologies;
- 3.2.9 Facilitate multinational collaboration to develop knowledge hub and global scalability of best practices;
- 3.2.10 Provide support to promote and brand Smart Bangladesh Campaign in 360-degree media outreach nationally and internationally;
- 3.2.11 Assign a focal point for implementation of the services under this MoU;
- 4. CONTENT LIABILITY:**
- 4.1 Both Parties will take active and reasonable effort to ensure the authenticity, copyright or validity of the content supplied to one another and to its subscribers while providing the services.
- 4.2 None of the parties shall be liable in full or part for the authenticity, copyright, intellectual property rights or validity of the content provided by any of other parties for the use of any software, programs or other contents in providing the services.
- 4.3 Both parties will indemnify and keep indemnified and hold free and harmless the other parties against all liabilities, claims, damages, loss and proceedings arising out of or in any way connected with the services.
- 5. EFFECTIVE DATE, VALIDITY AND RENEWAL:**
- This MoU will be effective from July 5, 2023 to a2i's project duration in the initial phase with the provision of extension. This MoU can further be extended subject to the concurrence and at the discretion of all the parties and if not extended for further period as the case may be this MoU shall automatically stand dissolved at the end of the initial phase.
- 6. AMENDMENTS**
- At any time during the validity of this MoU, all the parties may mutually agree to modify or amend the existing framework or requirement of this MoU as circumstances demand. No amendment, renewal or modification to this MoU shall be effective unless it is in writing and signed by duly authorized representatives of all parties.
- 7. TERMINATION OF AGREEMENT:**
- All parties may terminate this agreement by giving the other parties 2 calendar month written notice.
- 8. POST TERMINATION:**
- The termination of this agreement shall be without prejudice to any pre-existing obligations of all parties.

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

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ষ্টাম্প ভেদার
আবুল হাসানাত রাসেল
সাইন্সেস নং-০৬/১৬ইং
রেজিস্ট্রেশন কমপ্লেক্স, তেজগাঁও, ঢাকা।

9. LIMITATION OF LIABILITY:

9.1 The parties shall have the right to temporarily suspend the services in a whole or in part during the repair, maintenance or for any other circumstances beyond their control. Either party will need to give prior written notice to another party so that it can suspend promotion during that period and also inform the customer support accordingly.

9.2 None of the parties shall be subject to any liability or responsibility for any of the other party or to any other party resulting from any reason or cause whatsoever under the agreement including but not limited to defamatory or unlawful news or content publication, non-transmission or non-receipt of any services or delay, failure or mistake in the transmission of any information through the service whether such failure, delay or mistake shall arise from accident, omission, default, negligence or any other act of the said party, its employees of agents.

10. ASSIGNMENT:

No right or liabilities under this agreement may be assigned, transferred, conveyed or otherwise disposed by any party to any other party without the prior written consent of all parties.

11. GOVERNING LAW:

This agreement shall be governed in accordance with the laws of the Government of the Peoples Republic of Bangladesh and all parties shall submit the exclusive jurisdiction of the courts of Peoples Republic of Bangladesh in the event of any dispute.

12. INVALIDITY OF PARTICULAR PROVISION:

If any provision of this agreement/ MoU become invalid or unenforceable by reason of any rule of law, administrative order or judicial decision, all other provisions of this MoU/ agreement shall remain in full force and effective.

13. FORCE MAJEURE:

None of the parties shall be under any liability for any loss or damage resulting from delay, failure to perform this MoU/agreement either in whole or in part where such delay or failure shall be due to a cause beyond its responsible control, including but not limited to, wars, the threat of imminent wars, riots, other act of civil disobedience, insurrection, act of God, restraints imposed by government or any other supernatural or due to industrial or trade disputes, fires, explosion, storms, floods, lightings, earthquakes or any other natural calamities.

14. NOTICE:

Any notice, demand, request or report to be given or made hereunder shall be given or made in writing by letter, fax and shall be deemed to have been delivered or given; 7 (seven) working days after posting; in the case of fax and email twenty-four (24) hours after dispatch, provided always that if the deemed delivery date shall not be a normal business day at the location of the addressee, then the delivery shall be deemed to take place on the first normal business day then following. The notice, demand, request or report shall be given or made at the address of the addressee stated hereunder or at such other address as such Party shall have designated by notice in writing to the other Party hereto.

15. COMMUNICATION/ PROMOTION/ BRANDING:

Communication activity and marketing plan of the initiatives under this MoU should consider all outputs to be based on standard cross-promotion or co-promotion compliances where **Cross-Promotion** is a marketing practice in which customers/consumers/beneficiaries of one product/services/brand image are targeted with promotion of a related product/services/brand image for the benefit of both parties & **Co-Promotion** is a marketing practice where an entity uses another entity's sales force/creative team/intellectual property in addition to its own, to promote the same brand or range of brands for the benefit of both parties. This should happen with written mutual agreement on each party's branding weightage and other roles.

For the First Party:

Ministry of Fisheries and Livestock (MoFL)
Bangladesh Secretariat, Dhaka

For the second Party:

Aspire to Innovate (a2i) Programme
Information and Communications Technology (ICT) Division
Sher-e-Bangla Nagar, Agargaon, Dhaka-1207, Bangladesh.

16. NON-WAIVER:

Failure or delay on the part of the parties hereto to exercise any right, power or remedy under this agreement shall not operate as a waiver thereof. The rights, and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies under law.

17. CONFIDENTIALITY:

Each Party shall treat this MoU and all non-public information, whether commercial, technical, financial or of whatever nature, obtained from the other Party under this MoU as confidential, and shall not use or disclose the same, or permit its use or disclosure, by any persons or entities, other than its employees and professional advisors who need to know such information to assist in performing their duties under this MoU, without the prior written consent of the other Party who discloses such information. Each Party shall use its best efforts and take all appropriate steps to ensure compliance with this clause on the part of their present and future directors, officers and employees, during and after their term of employment. No Party shall make any public announcement regarding this MoU or the transactions contemplated hereby without the prior written consent of the other Parties, which shall not be withheld unreasonably, if asked for.

18. NON -EXCLUSIVITY

This MoU does not restrict any of the Parties to enter into Agreement or MoU with other organization at any time for the same or similar purposes.

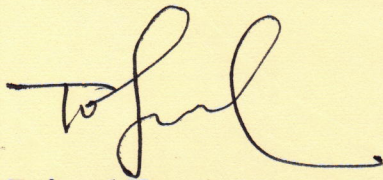
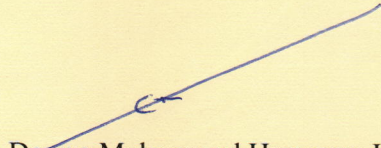
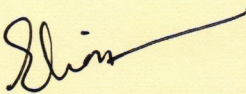

19. LOGOS:

Output produced under this agreement such as any text or computer-based materials, user manual, monitoring & evaluation framework, research report, websites, among others will bear the logos of Ministry of Fisheries and Livestock, a2i, the Government of the People's Republic of Bangladesh, ICT Division and UNDP, Bangladesh during the valid tenure of this MoU which is based on the prior written consent from each other.

20. MISCELLANEOUS

Non-binding: This Memorandum of Understanding is non-binding. This Memorandum of Understanding expresses the parties' current intentions. All legally binding commitments require a written agreement signed by the committing party.

IN WITNESSES WHEREOF the parties have hereinto caused this MoU to be executed in the respective names by their duly authorized representatives on the date herein before mentioned.

Signed by duly authorized on behalf of Ministry of Fisheries and Livestock, MoFL	Signed by duly authorized on behalf of a2i
 Md. Tofazzel Hossain Additional Secretary Ministry of Fisheries and Livestock	 Dr. Dewan Muhammad Humayun Kabir Project Director (Additional Secretary) a2i Programme, ICT Division
Witness- MoFL	Witness- a2i
 Md. Elias Hossain System Analyst Ministry of Fisheries and Livestock	 Md. Shaiful Islam Joint Project Director, a2i Programme Joint Secretary, Cabinet Division
Building No:06, 5th Floor, Bangladesh Secretariat	Sher-e-Bangla Nagar, Agargaon, Dhaka-1207, Bangladesh.