



MEMORANDUM OF UNDERSTANDING

BETWEEN

**PARTNERSHIP FOR SUSTAINABLE AGRICULTURE IN VIETNAM
(PSAV)**

END

GROW ASIA PARTNERSHIP LTD

5th December, 2022

MEMORANDUM OF UNDERSTANDING (the “MOU”)

Is made by and between:

PARTNERSHIP FOR SUSTAINABLE AGRICULTURE OF VIETNAM (PSAV), headquartered at No.2 Ngoc Ha, Ba Dinh, Ha Noi, Viet Nam, hereinafter referred to as “**PSAV**”. PSAV is under jurisdiction of the Ministry of Agriculture and Rural Development. PSAV members consist of 7 commodity-based public private partnership task forces (PPP TF) and 1 cross-cutting PPP TF, which are voluntary and work with stakeholders to support sustainable agricultural development in Vietnam

and

GROW ASIA PARTNERSHIP LTD (GROW ASIA), a Company Limited by Guarantee incorporated in Singapore having its principal place of business at Afro-Asia, 63 Robinson Road, Level 8, Singapore 068894, hereinafter referred to as “**Grow Asia**”. Grow Asia is a non-profit organization, founded by the World Economic Forum to accelerate agriculture development in Southeast Asia through the development of multi-stakeholder partnerships. Grow Asia was incorporated as a company limited by guarantee in March 2015, and based in Singapore, Grow Asia is impartial and not-for-profit and it is tied to no political, partisan, or national interests;

Background for the Collaboration

The Partnership for Sustainable Agriculture in Viet Nam (PSAV) was established in 2010 under the World Economic Forum’s “New Vision for Agriculture” initiative, which focused on increasing agricultural productivity, reducing poverty, and reducing emissions. PSAV focuses on linking actors in the agricultural sector to share experiences and collaborate on the value chain development of key agricultural commodities in Vietnam in the form of Public Private Partnership (PPP). Currently, PSAV has eight PPP Task Forces (TF), including Coffee, Tea, Vegetables and Fruits, Fisheries, Rice, Spices and Pepper, Livestock, and Agro-Chemicals. These Task Forces are formed and operated with the

participation of 120 organizations, including government agencies, companies, industry associations, research institutes, international and non-governmental organizations.

The Grow Asia network comprises a regional office in Singapore and six national chapters – referred to as Country Partnerships—in Viet Nam, Indonesia, the Philippines, Cambodia, Myanmar, and Papua New Guinea. The network engages more than 600 partner organizations and supports 44 Working Groups or Task Forces that serve as Public-Private delivery pathways to farmers and rural enterprises across Southeast Asia. This regional network serves as a vital delivery mechanism for the World Economic Forum, who partner with Grow Asia to design country-relevant programs and pathways for their global initiatives. A suite of multi-donor impact funds has been established by Grow Asia to fund the multi-country programs within four Flagships that are designed to channel strategic investment and country-led interventions into measurable outcomes that are critical to food system transformation in Southeast Asia: (i) More inclusive value chains, (ii) Increased adoption of climate smart solutions; and (iii) Enhanced food safety and food security.

Whereas the Parties are willing to collaborate on the delivery Flagships on (i) Agri-Food Innovation, (ii) Women’s Empowerment, (iii) Responsible Agricultural Investing, and (iv) Climate Change Adaptation and Resilience (the “**Project**”) as defined and described herein.

Now therefore, the following has been agreed:

Article 1: Objectives

This MOU proposes to strengthen the partnership between Grow Asia and PSAV in the form of the Public-Private Partnership for Agriculture.

Article 2: Scope of cooperation

- **Flagship 1: Agri-Food Innovation** - Driving adoption of climate-smart technology and farmer-centric digital solutions.
- **Flagship 2: Women’s Empowerment** - Integrating gender-sensitive approaches into all multi-stakeholder programming.
- **Flagship 3: Responsible Investing** - Developing policies and best practice for businesses and governments.

- **Flagship 4: Climate Change Adaptation & Resilience** - Strengthening regional pathways, accelerating knowledge transfer & adaptation.

Article 3. The Responsibilities of the Parties

Grow Asia will:

- i. Support for PSAV Secretariat Office through 2 staff including one as PSAV Coordinator and one as PSAV Officer to coordinate PPP activities in Viet Nam and provide a bridge between PSAV and the Grow Asia Network
 - ii. Design funding mechanisms and support joint fundraising efforts in collaboration with PSAV to finance mutually-agreed deliverables
 - iii. Facilitate linkages between MARD and the World Economic Forum, and other global and regional organizations
 - iv. Encourage private sector partners of Grow Asia to become members of PSAV in Viet Nam, and participate in Task Forces where relevant
 - v. Facilitate linkages between PSAV and the other Country Partnerships of Grow Asia for mutual learning and collaborative projects that can strengthen collective capacity and engagement with stakeholders
 - vi. Co-organize workshops, events and training sessions for PSAV staff on subjects of common interest
 - vii. Provide a template and guidelines for the collection of indicators for monitoring and evaluation
- Provide support to PSAV, its Task Forces and related Action Plans
 - Highlight the successes and achievements of PSAV in Grow Asia communication materials and social media channels
 - Invite MARD and PSAV partners to participate in Grow Asia events, including the Grow Asia Forum, where relevant
 - Maintain Grow Asia's Partners Advisory Council, an independent advisory body comprising government agencies and non-profit entities representing the range of agriculture-based societal and environmental issues facing the ASEAN countries. The Council

works with the Grow Asia Regional Secretariat to guide the focus, priorities and activities of Grow Asia.

PSAV will:

- Share information with Grow Asia on a quarterly basis on the activities and highlights from PSAV, as content for Grow Asia's further publicity and dissemination through its network
- Facilitate linkages between Grow Asia and the Task Forces to enable effective collaboration-
- Facilitate linkages between Grow Asia and government ministries/agencies in Viet Nam as relevant.
- Join Grow Asia's Partners Advisory Council
- Share opportunities for collaboration with Grow Asia where relevant.
- Support Grow Asia in its Flagship activities, where they are strategically aligned with the priorities of MARD, including but not limited to:
 - i. Continue engagement in piloting the ASEAN RAI Alignment Assessment Tool in Viet Nam;
 - ii. Share information in the design and development of the Food Innovation Hub in Viet Nam;
 - iii. Develop and implement a number of projects and/or case studies in alignment with the objectives and priorities of the 2 Parties -;
 - iv. Organize learning and sharing events

The Parties shall hold meetings on matters of common interest at least once every 6 months, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing and monitoring collaborative activities, projects and programmes..

Article 3. Financial Arrangement

There is no financial arrangement under this MOU.

The Parties shall execute separate legal instruments appropriate for the implementation of activities, projects and programs in the areas of cooperation.

Article 4: Communications and branding

PSAV may feature the Grow Asia, logo or information about Grow Asia, in any communications including reports, brochure, website, and social media. Both parties may make public statements about Grow Asia at events or through press releases, media interviews or other channels with prior agreement from Grow Asia.

Grow Asia will be able to use the PSAV logo in all Grow Asia communications including reports, brochures, website, and social media such as Twitter and Facebook. This will typically be alongside the logos of the World Economic Forum and the ASEAN Secretariat. Grow Asia may make public statements about PSAV at events or through press releases, media interviews or other channels with prior agreement from PSAV.

Article 5: Intellectual Property Rights

There is no transfer of intellectual property rights made pursuant to this MOU

Article 6: Confidential Information

Each Party acknowledges and agrees that, under this MOU and/or any Event Agreement, it may gain access to and knowledge of Confidential Information of the other Party and/or its affiliates, their members, partners and activities/events/meetings, hereinafter collectively referred to as the "Confidential Information". Each Party also acknowledges that the other Party shall retain all ownership and intellectual property rights over such Confidential Information.

As a result thereof, the Parties hereby commit:

- (i) Not to disclose, communicate or give access to any Confidential Information to any third party without the other Party's prior written consent, and in case such consent is granted, to cause the receiving third party of such Confidential Information in writing to comply with the same confidentiality obligations as those set forth in this confidentiality section;
- (ii) Not to use or reproduce in any manner or form whatsoever any Confidential Information for any purpose outside of the scope of this MOU and/or any Event Agreement

- (iii) Information disclosure and security shall be in accordance with Vietnamese laws

Article 7: Settlement of Dispute

Any dispute between two parties regarding the implementation of this MOU shall be resolved, if possible, through consultation and/or negotiations between those parties

Article 8: Effectiveness, Duration

1. The MOU shall come into full force and effect upon the signing of this MOU, and shall be valid within 3 years
2. This MOU stipulates the intentions of the Parties with regard to further collaboration, information exchange and capacity building. Therefore, the execution of the Articles herein is tied to no international legal rights or obligations of the State or the Government of the two countries where the Partners are based.
3. Nothing in this MOU or in the business relationship between the Parties shall be construed as creating or implying a partnership, joint venture, employment, franchise, agency, or any other form of legal association between the Parties.

Article 9: Amendment and Termination

1. Notwithstanding Article 8 above, this MOU may be terminated by either Party by giving a written notice of its intention to terminate thirty (30) days in advance
2. The MOU may be amended with the written consent of the Parties. Any amendment shall be an integral part of this MOU and shall take effective upon the determination of those parties.

This MOU is made and entered into on December 5, 2022 in Hanoi, Vietnam with 2 copies in both Vietnamese and English; each party keeps 1 copy; they are equally authentic. In case of difference in interpretation, the English version will be prioritized for reference.

Ngày

Ngày

**ĐỐI TÁC NÔNG NGHIỆP BỀN VỮNG
TẠI VIỆT NAM (PSAV)**

**ĐỐI TÁC TĂNG TRƯỞNG CHÂU
Á (GROW ASIA)**

Chữ ký



Chữ ký:

Tên: TS. NGUYỄN ĐỖ ANH TUÂN

Tên: BEVERLEY POSTMA

Chức vụ: GIÁM ĐỐC BAN THƯ KÝ PSAV

Chức vụ: GIÁM ĐỐC ĐIỀU HÀNH