PARTNERSHIP AGREEMENT

Between



And

Socio-Economic Research Applications and Projects LLC (SERAP)



PREAMBLE

This agreement is made between Climate Smart Agriculture Youth Network (CSAYN) with legal address at P.O. Box 8860, Yaoundé, Cameroon, and the Socio-Economic Research Applications and Projects LLC (SERAP) with offices at 1720 Wisconsin Ave NW; Washington DC, 20007, USA, each individually called a "Party" and collectively "the Parties," to collaborate on the respective networks.

ABOUT CLIMATE SMART AGRICULTURE YOUTH NETWORK (CSAYN)

The CSAYN is a group of volunteers linked across the world via an online platform to share findings and seek advice for their practical projects - that have a strong interest in CSA (Climate Smart Agriculture) and the environment. The main objective of the CSAYN is to create awareness, sensitize and build the productive capacity of young people and persons living with disabilities on CSA approach for adaptation, reducing emissions (mitigation) and increasing food productivity in a sustainable manner.

The mission of the CSAYN is to:

- Raise awareness on CSA among young men and women (aged 18 35) to enable them to make sustainable decisions for the future in the agriculture sector.
- Create awareness of the related present and future threats related to climate change and agriculture.
- Make youth aware of the contributions they can make in the agriculture sector for a better future, especially through the application of climate-smart practices in both agriculture and forestry.

Target Groups:

- Youth aged between 18 35 years in rural and urban areas
- Persons living with disabilities, particularly youth.
- Educational institutions (schools, universities) and relevant government ministries.

The CSAYN aims to engage its target groups through information dissemination by using existing knowledge materials on CSA to increase the capacities of members, using media and other publication institutions to spread the news.

ABOUT SOCIO-ECONOMIC RESEARCH APPLICATION and PROJECTS LLC (SERAP)

SERAP LLC is an established Consulting firm in the Washington DC area. The team consists of former staff from international development and finance institutions (for example, the World Bank, IMF, OECD) and academia.

Our motto is 'Evidence, Practice and Science' and it reflects our firm's objectives: to provide evidence-based, scientific analyses for development practitioners; and to design and deliver training in project development and state of the art economic analysis tools.

The mission of the SERAP is to:

Highlight success stories from developing countries in:

- Creating sustainable jobs, through development in Information Communication Technology (ICT) and trade;
- Socially inclusive and climate resilient natural resources management

Target Groups:

- Institutions
- Individuals
- Entrepreneurs
- Start-ups
- For-profit and Non-profit organizations

MEMORANDUM OF UNDERSTANDING

1.0 OBJECTIVES

The Parties agree that it is in their mutual interest to collaborate on specific activities aimed at facilitating and supporting mutual cooperation, knowledge exchange, developing joint proposal where necessary and enhancing capacity building and development training across all CSAYN Member countries.

2.0 ACHIEVEMENTS OF OBJECTIVES

To accomplish the objectives contemplated, Socio-Economic Research Applications and Projects LLC(SERAP)

and Climate Smart Agriculture Youth Network (CSAYN) hereby agree to work together in accordance with the following principal, terms and conditions:

i. CSAYN commits to:

- a) Sources for funds to finance CSA startups with credible projects in diverse sectors and focusing on continental programmes such as Comprehensive Africa Agriculture Development Programme (CAADP), African Continental Free Trade Area (AfCFTA), and other themes including *inter alia:* innovation, digitization, mentoring, startup incubation, blended financing for climate adaption and related areas of work.
- b) Support SERAP, in ensuring their activities are profiled on CSAYN Newsletter and website for better visibility.
- c) Facilitate the SDGs promotion by providing SDGs corner for SERAP in member countries
- d) Permits SERAP to work with CSAYN's country team to extend its Pan African Vision across the African continent and beyond by mapping out innovative projects.
- e) Build the capacity of SERAP members in CSA practices as a means towards addressing climate change vulnerabilities
- f) Use social media and other publications to disseminate partner's communications.

ii. SERAP commits to:

- a) Supervise CSAYN in the development of grant-winning proposals
- b) Provide virtual training or webinars that would further boost its members' awareness on CSA activities and based on existing funded programs.
- c) Co-develop and co-design collaborative projects that would help develop CSA startups in selected countries all over the world
- d) Assist CSAYN in carrying out Poverty Impact Assessment
- e) Collaborate with CSAYN to expand its joint global outreach vision.

3.0 RELATIONSHIP

- i. The Parties shall remain at all times separate and independent organizations. Nothing herein contained and no course of dealing between the Parties shall create or be deemed to create a legal partnership, an agency or a joint-venture between Parties. This non-binding and a nonexclusive agreement will in no way hinder the ability of either Party to work with any other person, organization, in whatever scope, if such Party decides to do so.
- ii. Given the separate relationship, neither Party shall:
 - a) Hold itself as an agent of the other Party, beyond the scope of the terms of this agreement
 - b) Hold itself out as being in a joint venture with the other Party, beyond the scope of the terms of this agreement
 - c) Enter into any arrangement or transaction with third parties on behalf of the other Party or
 - d) In any way pledge or bind the credit of the other party.

4.0 FUNDING AND IMPLEMENTATION OF PROJECTS

- i. The parties may jointly or independently mobilize resources for any activity, project or program under this agreement ii. Prior to engaging in a collaborative activity, the Parties hereto shall stipulate the terms and conditions for the work to be performed, as well as the financial arrangements of any such collaborative work, in writing and shall implement said activity through a separate written agreement by the signatories endorsed by the Board of Directors. The agreement may also detail ownership of intellectual property rights (if any), and other specifics, and shall be signed by authorized representatives of each Party. The Parties especially acknowledge that this agreement does not entail any funding obligation.
- 5.0 MONITORING AND EVALUATION
 - I. The Parties shall convene virtually every month for consultation at technical and other levels. The consultation meetings shall take place alternately at the Parties respective institutions.
 - II. The consultations shall serve to:
 - 1) Agree on and prepare an action plan for the implementation of activities of the project necessary to achieve the objectives of this agreement.
 - 2) Agree on how to deal with any difficulties or challenges that may be encountered in implementing the provisions of this agreement.
 - 3) Define the necessary actions to be taken to ensure the successful realization of the objectives of this agreement.

6.0 INTELLECTUAL PROPERTY RIGHTS AND PUBLICATIONS

- I. It is expected that only intellectual property rights that result in furtherance of the objective of this agreement will be a public good, intended for the betterment of agricultural property and technology may result in the performance of a specific agreement, intellectual property rights shall be defined in such an agreement.
- II. Any publication (report, media release or Expert System CD or publication) resulting from this collaboration project shall reflect the joint efforts of both institutions.

The employees of CSAYN shall not be entitled to any remuneration or other benefits from SERAP. The employees of SERAP shall not be entitled to any remuneration or other benefits from CSAYN.

7.0 AMENDMENTS

Change or modifications of the terms or scope of this agreement shall be made in writing and signed by both Parties.

8.0 DURATION

This agreement shall be in effect for two year commencing on 01 October 2019. It may be amended and /or extended for further terms on mutual agreement in writing by the duly authorized representatives of the Parties.

9.0 AUTHORIZED REPRESENTATIVES

The following persons are authorized as official contacts under this agreement. Any notice given by either Party under this agreement shall be sufficient only if in writing and delivered in person, sent by registered mail or faxed to the official contact persons identified below:

FOR AND ON BEHALF OF THE PARTIES

CLIMATE SMART AGRICULTURE YOUTH NETWORK (CSAYN) AND THE SOCIO-ECONOMIC RESEARCH APPLICATIONS AND PROJECTS LLC (SERAP)

NTIOKAM DIVINE FOUNDER AND MANAGING DIRECTOR CSAYN, CAMEROON

SÉBNEM SAHIN PRESIDENT AND PROFESSOR SERAP LLC, WASHINGTON DC, USA.