

16/10 02/10/2010

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made by and between the Clinton Development Initiative ("CDI"), an initiative of the Clinton Foundation (the "Foundation") and the Government of The Netherlands ("Government of The Netherlands")

BACKGROUND

Since 2006, the Clinton Foundation has operated development programs in Africa. Through CDI, the Foundation encourages economic growth by empowering farmers with the tools they need to support their families and uplift their communities. CDI currently focuses on increasing opportunities for smallholder farmers to generate increased income from their farming operations.

CDI helps smallholder farmers purchase fertilizer, seed, and other inputs; expand their access to bank loans; and facilitate pre-season sales of their harvests to reputable buyers. As large numbers of smallholder farm families increase their incomes, they have the ability to improve their living condition and quality of life as well as the lives of their families. They can also afford to access available health care, education, and a higher level of food security.

In its agricultural projects, CDI practices and teaches Climate Smart Agriculture (CSA) and believes that wide adoption of CSA practices is critical to economic development and smallholder farmer empowerment that is socially and environmentally sustainable and that takes natural resource limits and climate change into account.

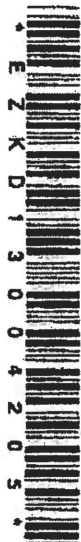
The Government of The Netherlands strongly supports Climate Smart Agriculture and projects that create green growth that is climate-resilient, water-smart, energy-efficient and reliant on diverse renewable energy sources. That support also encourages projects that generate decent jobs and improve livelihoods.

In support of the Climate Smart Agriculture Alliance, to be launched in South Africa, CDI and Government of The Netherlands desire to work together to scale up the adoption of Climate Smart Agricultural practices and increase the household incomes of smallholder farmers in Rwanda, Tanzania and other countries in sub-Saharan Africa.

I. **Government of The Netherlands Deliverables.** In support of the goals of this MOU, the Government of The Netherlands shall:

a. Provide funding of \$3 million to CDI to support its work in developing Climate Smart Agriculture in Rwanda, Tanzania and other countries in sub-Saharan Africa as mutually agreed upon by the parties with payment to be made approximately sixty (60) days following execution of this MOU.

b. Encourage additional partnerships that support wide spread adoption of Climate Smart Agriculture and the specific projects developed by CDI under this MOU.



2. **CDI Deliverables.** In support of the goals of this MOU, CDI shall:

a. Expand the impact of CDI's work in Rwanda and Tanzania in promoting Climate Smart Agriculture both on CDI's commercial farms and in its outreach programs with smallholder farmers as determined by CDI.

b. Participate in the Climate Smart Agriculture Alliance.

3. **Joint Deliverable.** The parties may jointly create a working group consisting of mutually agreed upon representatives of the Foundation and the Government of the Netherlands to continually review and discuss the work of the parties under this MOU and, if/as applicable and as jointly agreed upon by the parties, document additional details related to such work consistent with Section 6 below.

4. **Term/Termination.** This MOU will commence upon signature from the date hereof and will continue for an initial term of three (3) years, provided, however, that: (i) the term may be renewed or extended for additional years through the mutual written consent of both parties via an amendment to this MOU; (ii) termination shall not discharge any obligations of either party under Sections 7-8 of this MOU; (iii) either party may terminate this MOU if the other party fails to perform its obligations hereunder and such failure to perform is not cured within thirty (30) days following written notice from the complaining party of such failure to perform; and (iv) the Foundation may terminate this MOU upon not less than one hundred eighty (180) calendar days prior written notice to Government of The Netherlands should the Foundation discontinue its work or make other significant programming changes requiring the termination of this MOU.

5. **Press/Media.** Any public announcements through press releases, media advisories, media alerts or other similar, press-related means regarding this Agreement or the work of the Parties hereunder shall require the prior written approval of the Parties hereto prior to such announcements.

6. **Other Efforts.** The parties to this MOU may from time to time choose to engage in additional efforts to enhance or support the work contemplated by this MOU. Such additional efforts will be separately agreed upon, in writing, by the parties and will be made a part of this MOU by being attached as an addendum and/or amendment to this MOU.

7. **Intellectual Property.** Government of The Netherlands acknowledges the Foundation's ownership of the Clinton Foundation name and logos, the names and logos of the Foundation's programs and initiatives including the CDI names and logos, and, as President Clinton's, Hillary Rodham Clinton's and Chelsea Clinton's (the "Clintons") representative, the name, voice, likeness and images of the Clintons in any format (the "Foundation Marks"). This MOU will not be construed to grant Government of The Netherlands any license to use the Foundation Marks without the prior written consent of the Foundation. Any and all requests for use of the Foundation Marks, expressly including images or quotes of the Clintons, will be submitted to the Foundation and will require its written approval prior to any such use.

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8. **Confidentiality.**

a. During the course of this MOU, the parties may make available to each other certain Confidential Information (as hereinafter defined) or one party may otherwise learn of Confidential Information belonging to the other party. For purposes of this Section, "Confidential Information" means any and all confidential or proprietary information regarding a party or its business, including, without limitation, all products, patents, trademarks, copyrights, trade secrets, processes, techniques, scientific information, computer programs, databases, software, services, research, development, inventions, financial, purchasing, accounting, marketing, fundraising and other information, whenever conceived, originated, discovered or developed, concerning any aspect of its business, whether or not in written or tangible form; provided, however, that the term "Confidential Information" will not include information (i) which is or becomes generally available to the public on a non-confidential basis, including from a third party provided that such third party is not in breach of an obligation of confidentiality with respect to such information, (ii) which was independently developed by a party not otherwise in violation or breach of this MOU or any other obligation of one party to the other, or (iii) which was rightfully known to a party prior to entering into this MOU.

b. Except as otherwise provided herein: (i) the parties will hold in strictest confidence any of the other party's Confidential Information; (ii) the parties will restrict access to the Confidential Information to those of their personnel with a need to know and engaged in a permitted use of the Confidential Information; (iii) the parties will not distribute, disclose or convey Confidential Information to any third party; (iv) the parties will not copy or reproduce any Confidential Information except as reasonably necessary to perform any obligations hereunder; and (v) the parties will not make use of any Confidential Information for its own benefit or for the benefit of any third party. The foregoing to the contrary notwithstanding, the parties will not be in violation of this subsection in the event that a party is legally compelled to disclose any of the Confidential Information, provided that in any such event the disclosing party will provide the other party with reasonably prompt written notice prior to any such disclosure so that the non-disclosing party may obtain a protective order or other confidential treatment for the Confidential Information, and in the event that a protective order or other remedy is not obtained by the non-disclosing party, the disclosing party will furnish only that portion of the Confidential Information which is legally required to be furnished.

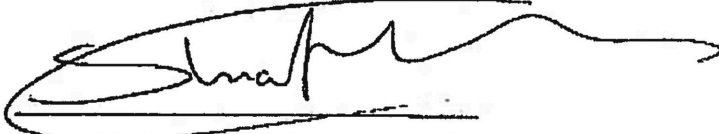
9. **No Assignment.** This MOU may not be transferred or assigned to any other party without the express written permission of the other parties hereto.

10. **Counterparts and Facsimiles.** The parties may execute this MOU in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This MOU may be delivered by facsimile transmission, and facsimile copies of executed signature pages shall be binding as originals.

[Signatures appear below]

Acknowledged and agreed to this 2 day of November, 2013.

GOVERNMENT OF THE NETHERLANDS



By: Sharon Dylson

Its: _____

CLINTON FOUNDATION



By: _____

Its: _____