



MEMORANDUM OF UNDERSTANDING

BETWEEN



GOLDSTONE ENTERPRISE CONSULTING AND TRAINING

AND

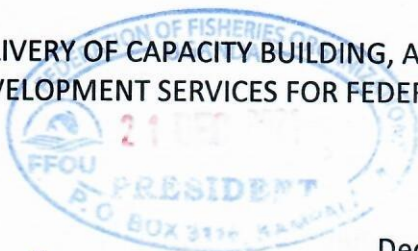
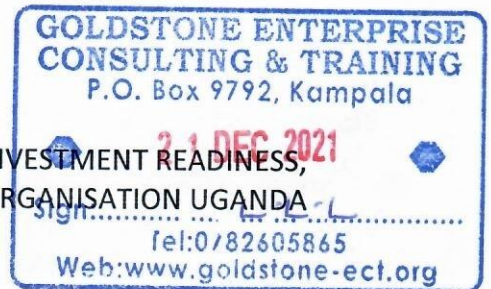


FEDERATION OF FISHERIS ORGANISATION UGANDA

(JOINTLY REFERED TO AS PARTIES)

ON THE

DELIVERY OF CAPACITY BUILDING, ACCESS TO FINANCE, INVESTMENT READINESS, DEVELOPMENT SERVICES FOR FEDERATION OF FISHERIS ORGANISATION UGANDA



December 2021

PARTIES:

This Bilateral Agreement (the "Agreement") is entered into by and between the Goldstone Consulting and Federation of Fisheries Organisation Uganda

Goldstone Enterprise Consulting and Training (Goldstone Consulting)

Goldstone Consulting is a multi-sectoral Consulting firm based in Kampala, Uganda, with Liaison Associates across the region East African Region. They provide Enterprise Consulting, Training and Research services to their clients in the NGO, public and private sectors. Incorporated in Uganda, the company began operations on June 26th 2012 and has since grown to inspire confidence and quality in the delivery of the aforementioned services. Goldstone Consulting has a core focus on providing access to finance, business development, investment readiness and accelerator programs for impactful Small and Medium Enterprises. It focuses on 4 core industries i.e., Agriculture/Aquaculture, Health/WASH, Renewable Energy, and Education.

FEDERATION OF FISHERIS ORGANISATION UGANDA

Federation of Fisheries Organisations Uganda (FFOU) is a member-based organisation with a sole objective to spearhead interests of Fisheries communities in Uganda. FFOU is an Umbrella body for all non-state actors in the Fisheries Sub sector formed by Associations.

(Each a "Party" and, jointly, the "Parties").

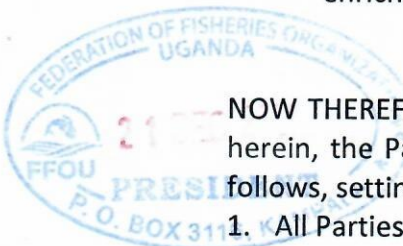
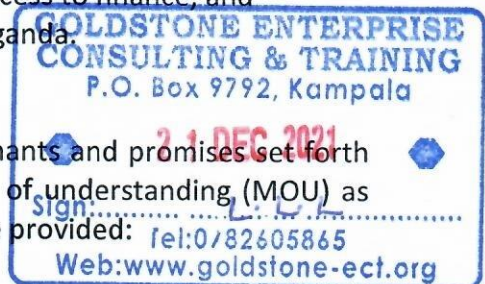
WHEREAS:

- (a) Goldstone Consulting, and FFOU have entered into a Memorandum of Understanding (the "Bilateral MOU") that sets out the objectives and scope of their partnership covering cooperation in, among other areas, Aquaculture Capacity building, Agribusiness/Aquaculture Access to finance, and Fund raising and deployment in capacity building and Impact Investment;
- (b) Within the scope of the "Bilateral MOU and within the context of Goldstone Consulting, and FFOU joint operations in and outside Uganda (the "Joint Operation"), Goldstone Consulting and FFOU have agreed to leverage their experiences, competences, and networks to promote Aquaculture. These will include but not be limited to capacity building, access to finance, and enriching the Aquaculture value proposition in Uganda.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties hereby agree in to a memorandum of understanding (MOU) as follows, setting forth the services and commitment to be provided:

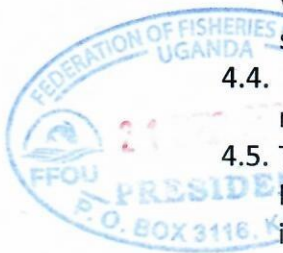
1. All Parties are committed to:

- 1.1. Working together to mutually grow each other's capacity to deliver relevant services geared at yielding financially sustainable value chains and



Aquaculture.

- 1.2. Working together to establish an impactful formidable and sustainable Aquaculture investment fund to support Aquaculture in particular and MSMEs generally.
2. Goldstone Consulting and FFOU aim to:
 - 2.1. Support resource mobilisation for an agri business investment fund; Set up and manage a Mid-long-term investment facility, which will be able to invest in Aquaculture that have a strong social and environmental impact.
 - 2.2. Provide subsidised incubation and investment readiness programs to Aquaculture.
 - 2.3. Provide capacity building services to cooperatives and Aquaculture organisation staff and members in the areas of membership mobilisation, basic credit and Portfolio Management training, and Relationship Management training with the intention of providing the basic skillset and a foundation for independent self-sustaining Aquaculture membership organisations.
3. Goldstone Consulting is committed to:
 - 3.1. Provide skills and know how that will be required to fulfil the aforementioned aims.
 - 3.2. As per assigned duties and case by case, meet reasonable costs for negotiated & approved services and expenses for services to structure and build financially sustainable Aquaculture.
 - 3.3. Work closely with FFOU to identify likeminded stake holders to drive the Aquaculture agenda forward in Uganda
4. Both Parties agree that as Aquaculture should be financially sustainable and as such need appropriate alternative financing they agree to raise funds and lend to Aquaculture businesses, starting with a Pilot at US\$ 5000 – USD\$ 20,000 but eventually projected to range from US\$ 50,000- US\$ 500,000 with the full launch of the fund after proof of concept. Both Parties further agree that:
 - 4.1. They are open to explore other areas of mutual interest in social and economic development where Aquaculture and incubator funds, and investment funds have high potential for impact.
 - 4.2. That this Memorandum of Understanding shall be exclusive for a period of three (3) years after which it shall be reviewed. Either Party may engage in discussions or negotiations with third parties, and sign agreements with these third parties, including concerning supporting initiatives, ideas or programmes, with prior consent of the other Party.
 - 4.3. That this Memorandum of Understanding is not binding since it expresses a willingness and good will of the parties to engage. Legally binding contracts shall be executed as and when they are necessary.
 - 4.4. Specific requests shall be made by either party to another depending on need.
 - 4.5. The parties shall follow through on the ideas expressed in this Memorandum. To this extent, the Parties shall enter into specific implementation agreements or Local purchase orders for particular projects and activities from time to time as stipulated in 4.3 above

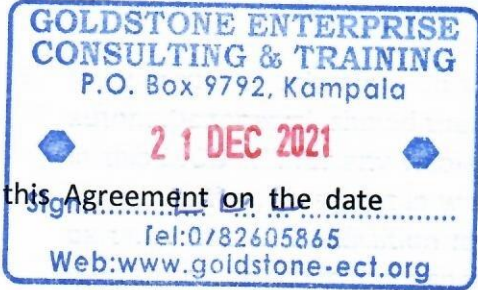


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5. Communication: The focal point persons for formal communication during the implementation of this MOU shall be:
 - 5.1. For Goldstone Consulting, Managing Director, Daniel Bukenya Yiga (Mr)
 - 5.2. For FFOU, Executive Director, Nuwasiima Patience (Ms)
6. Validity and termination: This MoU are valid initially for three (3) years with automatic renewal, should there be no objection from either party. Both parties in this MOU will for any viable justification notify the other of the intention to terminate the agreement in writing and shall seek a mutual consent of the other party. A written notification for intention to terminate the agreement shall be written to the other party shall be duly served to the respective offices of the other party.
7. Arbitration: Any disputes between the parties arising in connection with the execution of this MOU or any stipulation of rights and obligations contained therein shall be solved or settled amicably by mutual negotiations between the parties. In the event of failure to agree mutually the case shall be submitted to arbitration under the Arbitration and Conciliation Act 2000 (Uganda.)
8. Law Applicable: This Memorandum of Understanding, its meaning and interpretation shall be in accordance with the laws of the Republic of Uganda.
9. Agents Name and full address of the official agent/ relationship managers;
Each party will have its leader serve as an official contact and coordinate the day to day activities of each organization in executing this MoU. However, each party may delegate from time to term the persons mandated to act for and on behalf of the leaders upon notification of all concerned parties.





IN WITNESSES WHEREOF, the Parties have executed this Agreement on the date noted below.

Goldstone Consulting

Name: Bukenya Daniel Yiga

Position: Managing Director

Date

[Signature]
21/12/2021

Witnessed by:

By: [Signature]

Name: Produce Othman

Title: Director, Business Development

FEDERATION OF FISHERIES ORGANISATION UGANDA

Name: Kanyana Ezra

Position: President

Date

[Signature]



Witnessed by:

By: [Signature]

Name: NUWASIIMA PATIENCE

Title: EXECUTIVE DIRECTOR

**ANNEX 1
GENERAL CONDITIONS**

1. INDEPENDENT PARTIES -LIABILITY

Nothing contained in or relating to this Agreement shall be construed as establishing or creating any principal/agent relationship, partnership in law or joint venture among the Parties or any other person. In the event that the relationship evolved to the need of such engagements, the relevant instruments will be deployed

The officials, representatives, employees or subcontractors of each of the Parties shall not be considered in any respect as being employees, staff members or agents of the other Parties, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities. Goldstone Consulting shall not accept liability for compensation for the death, disability or the effects of other hazards which may be suffered by the officials, representatives, employees, or subcontractors of the other Parties as a result of their employment on work which is the subject matter of the Agreement.

Each Party shall assume full legal responsibility and shall compensate the other for the direct losses and costs arising from negligent or intentional acts of its personnel, agents and subcontractors.

2. CONFIDENTIALITY

The confidentiality of any information pertaining to any individual or group of beneficiaries of the assistance and other activities under this Agreement shall be respected. The Parties agree that the obligations of the any Partner concerning confidentiality set out in relevant provisions of the MOU are applicable *mutatis mutandis* to all information shared by Goldstone Consulting with each Partner, including all maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Jointly Appointed Partner under this Agreement

Annex 2:

The parties agree that between January 1st 2022 and January 30th 2024 they shall jointly and with other partners, work to achieve the following deliverables

Deliverable I: Develop Aquaculture businesses and make them Investment Ready

Deliverable II: Advocate for and interest mainstream and Impact Investment. L.L.L.....
Financiers in Aquaculture
Tel: 0782605865

Deliverable III: At least \$3,500,000 raised locally and internationally for an Aquaculture Investment Fund

