



MEMORANDUM OF UNDERSTANDING
BETWEEN
FISH WELFARE INITIATIVE
AND
GRAMODAYA TRUST

THIS MEMORANDUM OF UNDERSTANDING (this “Agreement”) is made by and between

Fish Welfare Initiative, a not-for-profit corporation registered in the United States of America, having its registered address at 3123 Butterfly Dr, Normal, IL 61761 USA represented by its Managing Director in India, Mr. Karthik Pulugurtha (hereinafter referred to as “FWI”) of the one part, and

Gramodaya Trust, through its promoted collective ‘Kolleru Aqua Farmers Producer Company Ltd’ D.No.2-52, High School Road, Beside Maganti School, Sanivarapupeta, Eluru, Andhra Pradesh 534003 (hereinafter referred to as “Gramodaya Trust” of the second part;

FWI and Gramodaya Trust are referred to herein collectively as the “**Parties**” and each individually as a “**Party**”. This Agreement shall be effective as of the last date of signature of the Parties.

WHEREAS, FWI is amongst the first non-profit organizations established to improve the welfare of farmed fish and which seeks to do this through research and programming to improve animal welfare, the sustainability of the production system, and the food safety of the final product

WHEREAS, **Gramodaya Trust** is an NGO that works for the development of farmers through farmer collectives and farmer producer organisations, livelihood promotion of poor in the rural areas, agri-enterprise and social enterprise development, developing resilience to climate change, and Water, Sanitation and Hygiene (WASH) issues

WHEREAS, after interaction and discussion between the Parties, they mutually desire to improve the welfare of the fish on the farms affiliated with Gramodaya Trust, doing so by means of a pilot study incorporating new practices as recommended by FWI's Fish Welfare Scientist, listed in Annex I, followed by further expansion as discussed in Section 1B, on the terms and subject to the conditions set forth in this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, the Parties hereto agree as follows:

1. Terms of Cooperation. Within such fields as are mutually acceptable for the Parties, the following terms of cooperation, amongst others, will be pursued hereunder:

- a. Pilot Study.** Gramodaya Trust shall assist FWI in enrolling 10 to 15 of its farms (hereafter referred to as the “**Selected Producers**”) in a 3 to 12 months pilot study (hereafter referred to as the “**Study**”), beginning no later than May 2021, examining the impacts of higher welfare production methods on each animal welfare, environmental impact, and product safety. The Selected Producers must be located in the state of Andhra Pradesh, must farm Catla (*Catla catla*), Rohu (*Labeo rohita*) and/or Mrigal (*Cirrhinus mrigala*), must have a pond of at least one acre, and must give their consent for the participation in the Study. FWI shall provide some of the Selected Producers with the required equipment and training throughout the duration of the Study, equipment which shall remain the property of FWI upon completion of the study. Gramodaya Trust shall ensure that the Selected Producers comply with the practices as recommended by FWI's Fish Welfare Scientist (employed as the “Fish Welfare Specialist”), and as listed in Annex I, throughout the duration of the Study. Selected Producers shall allow FWI access to their farms and share all relevant information regarding health, welfare, and production outcomes throughout the study. Furthermore, the implementing agency must inform FWI about the sale of fish during the Study.
- b. Expansion** (hereafter referred to as the “**Expansion**”). Provided that the Study demonstrates the benefits of higher welfare farming practices, the Parties shall, beginning in the first two quarters of 2022, jointly work to expand these practices as listed in Annex I to implementation on other Gramodaya Trust's affiliate farms, transitioning a minimum of 50 farms every year over 5 years (of a minimum size of one acre pond per farm), beginning in 2022. Expenses associated with the Expansion shall either be covered by the

respective farms themselves (given their benefits), and/or jointly fundraised for by the Parties, from such sources including but not limited to Government Investments, Grants or Corporate Social Responsibility funding, and in such a way that the Parties contribute equally to any fundraising efforts.

- c. Fish Farm Management Practices.** The higher welfare farm management practices discussed in Annex I shall be implemented as per the recommendation of FWI's Fish Welfare Scientist.

2. Financial Arrangements. Both Parties understand that all financial arrangements between the Parties must be further negotiated and mutually agreed, and will depend on the availability of funds. Both Parties may seek financing of joint activities from external sources or government schemes available to them.

3. General Coordinators. Each Party shall designate an administrative officer to oversee and facilitate the implementation of any agreements arising out of this Agreement.

4. Legal Relationship. This Agreement shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the Parties.

5. Communication and Media. The Parties in this Agreement shall acknowledge the other in all public releases of information about the collaboration, the pilot study and the program.

6. Commencement, Renewal, and Termination. This Agreement will be effective from the date of the last signature hereto and will remain in force for a time period of five (5) years from that date, with a possibility for renewal at the end of the five-year-period, subject to the Parties' written agreement. Either Party may terminate this Agreement by giving six (6) months' notice in writing to the other Party.

7. Governing Law. This Agreement shall be considered and governed in accordance to the laws of India. Any dispute, controversy or claim arising out of or in relation to this MOU or the breach, termination or invalidity thereof, if the same cannot be settled amicably among the Parties hereto, shall be settled by final and binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 in India. The arbitration shall be conducted in English by a sole arbitrator who shall be appointed by the Parties. The seat, venue and place of arbitration shall be Hyderabad, India. The jurisdiction for all purposes shall be Hyderabad, India.

8. Confidentiality or privacy provision. Each Party undertakes that it will not at any time use, divulge, or communicate to any person, except to its professional representatives or advisors

concerning the affairs of the other Party which may have come to its knowledge as a result of entering into this Memorandum and each of the Parties shall use all reasonable endeavours to prevent the publication or disclosure of any Confidential Information concerning such matters. Such confidential information may include, but is not limited to, information about donors and credentials to software and programs. For the avoidance of doubt, this paragraph is legally binding and survives termination of this Memorandum.

9. Consultations. The Parties will hold monthly consultations to review the planning, implementation, and outcomes of their cooperation activities as well as identify opportunities and follow-up activities for enhancing their collaboration, and share necessary information subject to disclosure policies of each Party.

10. Entire Agreement, Severability, Amendment and Waiver. This Agreement is the entire agreement between the Parties and supersedes any prior oral or written agreements or communications between the Parties regarding its subject matter. The provisions of this Agreement are severable so that if any provision is found to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction, or enforceability of any remaining provision. This Agreement may be amended only by a mutual written agreement of the Parties. A waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

This Agreement has been drawn up in two (2) original copies in the English language, each Party receiving one duly signed copy hereof:

Signed on behalf of **Fish Welfare Initiative**

P. Karthik

(Signature of Authorized Representative)
Karthik Pulugurtha, Managing Director

14-01-2021

(date)

Signed on behalf of **Gramodaya Trust**

Srinivas Chekuri

(Signature of Authorized Representative)
Srinivas Chekuri, Chairman

14-01-2021

(date)

ANNEX I

HIGHER WELFARE FARM MANAGEMENT PRACTICES

The higher welfare farm management practices, which shall be implemented as recommended by FWI's Fish Welfare Scientist (employed as the "Fish Welfare Specialist"), are as follows:

1. Producer training and adherence to improved farm management practices. During the Study, as described in Section 1A, some Selected Producers will be provided technological inputs, such as water quality monitors, in order to improve welfare outcomes. During both the Study and the Expansion, as described in Section 1B, Selected Producers will be provided training materials prepared by FWI outlining the practices they shall adhere to. These practices will include, but not be limited to, pond management, environmental and water quality practices, feed management, biosecurity and health, predator control, handling and transportation, and slaughtering standards, as recommended by FWI.

2. Auditing. Audits allow for one-to-one feedback as for how Selected Producers can and are improving, and are therefore an important tool for the tracking of trends across farms and to ensure the proper uptake of higher welfare practices. Audits shall thus occur each 3 months with the Selected Producers in the Study and once every 6 months with the farms included in the Expansion. Data collected from audits shall be made promptly and freely available to Gramodaya Trust and FWI. The details of the legal and financial relationship between the auditing team, Gramodaya Trust, and FWI shall be decided jointly between Gramodaya Trust and FWI.