Memorandum of Agreement

between

Muturi Kimani representative of TEXFAD

and

Magezi Gad

and

Margarida Vasconcelos representative of Seeds & Stories

This Memorandum of Agreement (this “MOA”) is made and entered into force on (“Effective Date”) by and between:
Muturi Kimani on behalf of TEXFAD, Kampala, Magezi Gad, Kampala and Margarida Vasconcelos
on behalf of Seeds & Stories, Bigodi.

1. BACKGROUND

1.1 Whereas all parties are committed to community development, empower, skill up and build up
the capacities of local people, particularly women and youth, through informal education,
vocational training, capacity building and product development programs.

1.2 Whereas all parties are committed to increasing livelihoods and enhancing the quality of life in
Ugandan rural communities, to create economic opportunities and income-generating activities
while preserving traditional crafts, having a positive impact on the environment and contributing to
environmental regeneration.

1.3 Whereas natural fibres are available in abundance throughout Uganda, banana fibre, in
particular, generating a million tonnes of pseudostem waste per year, and their farming, processing
and production may play a significant role in community development, tackling poverty, in
environment protection and environmental regeneration.

1.4 Whereas natural fibres are proficient materials that can replace the existing synthetic fibres and
plastic, can be used to make a variety of products and have wide scope to create new markets from
ethical and sustainable textile, fashion and packaging industries.

1.5 Whereas the case for a thriving textile industry is emerging in Africa, with potential important
gains in terms of job creation and skills development.

1.6 Whereas due to increasing environmental awareness the consumer demand for ethical,
sustainable and regenerative products is on the rise, along with demand for increased transparency
and material traceability.
1.7 Whereas Seeds & Stories is exploring how a community-led bioregional integrated systems of natural fibres, dye plants and food growing will look like in Bigodi and developing a circular, soil to soil, business model that incorporates growing natural fibres, dye plants and food in a regenerative away, combining traditional methods with modern techniques and recognizes the unique expertise and experience of TEXFAD and Magezi Gad working with natural fibres namely on research, extraction, processing, waste use, application and product development.

1.8 Whereas TEXFAD and Magezi Gad recognize the need to address opportunities of the pilot project in Bigodi, developing new products, exploring different markets, creating new economic opportunities and income-generating activities for local people, as well as the potential of the project in Bigodi to be adapted to any region of the country.

1.9 All parties see the benefits of collaborating on this pilot project as well as other projects that may arise and have a desire to support each other on their work. The parties agreed to collaborate on research, product development, training and marketing on banana fibre, as well as other fibres, products and byproducts. The parties have determined that each brings unique expertise and the experience necessary to accomplish the objectives and activities outlined in this MOA.

2. PURPOSE & SCOPE

2.1 The purpose of this Memorandum of Agreement is to create a consortium of like-minded organizations and people, TEXFAD, Magezi Gad and Seeds & Stories and to set forth the terms and conditions, scope of work and responsibilities of the parties associated with their collaboration.

2.2 The parties agree to promote and enforce each other missions and work together to achieve common goals:

- Design, develop and produce low cost yet high-quality products 100% made of local natural fibres;
- Create soil to soil products, preserving traditional crafts with a modern approach and innovative methods;
- Create products that have a positive impact on the environment, enriching the soil, enhancing biodiversity and increasing the rate of carbon sequestration from the atmosphere to the soil;
- Design, produce and sell products in a closed-loop, facilitating circular strategies, such as repair, and recycling, composting;
- Promote a regenerative agriculture, raising awareness about the benefits of regenerative agriculture;
- Protect the environment and contribute to the development of a regenerative textile economy in Uganda;
- Empower, skill up and build up local people capacities, particularly women and youth, through informal education, vocational training, capacity building programs;
- Create economic opportunities and meaningful, sustainable livelihoods for local people, particularly rural women and youth;
- Create jobs and provide dignified work for local people, based on equal pay for equal work;
- Enhance the quality of life and general well-being of the communities they work with.
2.3 The above goals will be accomplished by the parties agreeing to undertake activities including or relating to the following:

2.3.1 RESEARCH

- Conduct joint research on the availability, chemical-free treatment processes, processing, use on natural local fibres such as banana, millet straws, papyrus, phoenix palm leaves, barkcloth, bamboo, pineapple leaf and hibiscus stems;
- Conduct product development research, which includes but is not limited to the quality, weavability, durability, strength, and material blending of natural fibres;
- Conduct research on developing fabrics with different weights and thicknesses, blending banana fibre with other natural fibres;
- Upgrade pre-existing technologies developed by Texfad to include greater levels of sustainability;
- Develop water treatment and compost systems in the communities;
- Conduct research on product appearance, such as how natural fibres absorb natural dyes, experimenting with different processes, scouring, mordanting, dyeing and pH modifiers as well as eco-printing and painting with natural pigments;
- Conduct studies on the colour and light fastness properties of the natural dyes on banana fibre yarn and fabrics;
- Share research findings with partners on various materials and products;
- Develop a process for assessing the health and safety impacts of products.

2.3.2 TRAINING

- Design and deliver diverse skill and capacity building programs, taking into account the groups/communities they are addressed to. This includes but is not limited to natural fibre extraction, raw materials processing, fibre conversion and its application to different industries, as well as various artisanal techniques for the construction of fashion-related products;
- Promote a learning environment that aligns with our regenerative approach and values of inclusion, equality and health;
- Develop tools and equipment for training;
- Training on TEXFAD’s stools and machines to take place in Bigodi.

2.3.3 PRODUCT DEVELOPMENT

- Create products that facilitate environmental regeneration and utilize a circular economic framework;
- Add value to local raw materials and transform them into competitive marketable products that meet both health, environmental and functional specifications;
- Perform viability and quality testing on materials;
- Commercialize innovations and research findings.
2.3.4 MARKETING

- Conduct research on marketing trends to guide product design;
- Design and implement a collaborative marketing strategy to advertise and communicate new product offerings to key markets;
- Create external markets for handmade products;
- Take advantage of online marketing tools.

3. ROLES & RESPONSIBILITIES OF ALL PARTIES

All parties should work together, supporting and helping each other in developing and implementing the above-mentioned activities and reaching common goals. Due to all parties unique expertise and experience they should, particularly, have the following roles and responsibilities:

3.1 TEXFAD

- Support Seeds & Stories in developing a soil-to-soil clothing system, where fibres are farmed, processed, spun, naturally dyed, woven and sewn by Bigodi local women through their expertise, namely providing training and equipped Seeds & Stories team in Bigodi as well as technically helping Seeds & Stories setting up their workshop with the necessary tools and machines;
- Conduct further studies and research on chemical-free treatment processes, processing and uses of natural fibres;
- Develop new machines and technologies, if needed, and look into the possibilities of running existing machines with renewable energy;
- Conduct further studies on using banana fibre, on its own or blended with other natural fibres, to make fabrics with different weights and thicknesses;
- Work with the other parties in developing water treatment and compost systems in the communities;
- Develop a process for assessing the health and safety impacts of products;
- Share research findings with partners on various materials and products;
- Conduct in-house training programs for a small group of people from Bigodi including but not limited to natural fibres extraction, banana fibre, in particular, training in yarn spinning, loom weaving, hand-weaving, textile making, tailoring, quality control;
- Conduct the above-mentioned training sessions in Bigodi;
- Provide training sessions in Bigodi on setting up and operating extraction machines;
- Generate new ideas and support the other parties in product development and commercialization;
- Commit to progressively shift to work with local natural fibres that have regenerative properties in the ecosystems namely increasing the rate of carbon sequestration from the atmosphere into the soil;
- Support the other parties during the application process for products certification;
- Support the other parties with marketing activities.
MAGEZI GAD

- Support Seeds & Stories in developing a soil-to-soil clothing system, where fibres are farmed, processed, spun, naturally dyed, woven and sewn by Bigodi local women through their expertise, namely providing training and equipped Seeds & Stories team in Bigodi as well as technically helping Seeds & Stories setting up their workshop with the necessary tools and machines;
- Conduct further studies and research on the use of natural fibres;
- Develop new machines and technologies, if needed;
- Work with the other parties in developing water treatment and compost systems in the communities;
- Develop a process for assessing the health and safety impacts of products;
- Share research findings with partners on various materials and products;
- Conduct in-house training programs for a small group of people from Bigodi including but not limited to raw materials processing, fibre conversion and its application to different industries, on how to make reusable pads, paper making and paper products, quality control;
- Conduct the above-mentioned training sessions in Bigodi;
- Conduct training sessions in Bigodi on setting up and operating required machines;
- Generate new ideas and support the other parties in product development and commercialization;
- Commit to progressively shift to work with local natural fibres that have regenerative properties in the ecosystems namely increasing the rate of carbon sequestration from the atmosphere into the soil;
- Support the other parties during the application process for products certification.

3.2 SEEDS & STORIES

- Conduct research on raw materials available in Bigodi;
- Generate ideas for research on raw materials and viable products;
- Develop zero-waste design method and production processes;
- Conduct research on how natural fibres, particularly banana fibre, absorb natural dyes;
- Develop a natural colour palette using local plants, leaves, barks, roots and kitchen waste;
- Conduct research to identify the colour and light fastness properties of the natural dyes on banana fibre yarn and fabrics;
- Share research findings with the other parties on various materials and products;
- Provide training on natural dyeing, zero waste patterns and embroidery;
- Facilitate training on regenerative agriculture among farmers that directly work with TEXFAD and Magezi Gad;
- Work with the other parties in developing water treatment and compost systems in the communities;
- Generate new ideas and support the other parties in product development and commercialization;
- Commit to progressively shift to work only with local natural fibres that have regenerative properties in the ecosystems namely increasing soil fertility and biodiversity and increasing the rate of carbon sequestration from the atmosphere into the soil;
- Support the other parties during the application process for products certification;
- Work on expanding business presence in the international market through new retail facility establishments, use different channel types web sales, e-commerce platform, own stores and/or partner stores, ethical and sustainable fashion platforms;
- Support the other parties with marketing activities.
4. MONITORING, EVALUATION, & REPORTING

All parties recognize the importance of measuring progress towards achieving their objectives, generating lessons learned for ongoing improvement, and sharing progress and learnings to advocate for the scale of the project. Therefore, all parties agree to:

- meet with reasonable regularity to evaluate the collaboration
- contribute to monitoring reports
- conduct evaluations on a representative sample of beneficiaries in the communities they work with and share the results widely

5. ACCOUNTABILITY AND TRANSPARENCY

Community accountability is achieved by making sure that all parties to this MOA involve their beneficiaries and their communities in the development of their strategies and activities. In particular, any activity carried out on behalf of this MOA will be properly evaluated in terms of its impact on communities both now and for future generations.

The parties shall compile accurate and transparent information on all materials used in a product, and be fully transparent of their fair labour practices and supply chains at all levels.

6. FINANCIAL POLICIES

All parties shall support each other on funding applications and fundraising activities to achieve the above-mentioned programs and activities. Seeds & Stories will bid for funding to meet research and training requirements whilst TEXFAD and Magezi Gad shall present a budget discriminating all costs for the specific activity. The costs of common activities related to product development should be shared among Texfad and Seeds & Stories as well as marketing costs.

The parties shall each be solely responsible for any and all costs associated with their activities outside this MOA. All the costs, directly and indirectly, related to the parties activities and responsibilities under this MOA shall be previously agreed upon among the parties.

It is mutually understood and agreed by and between the parties that:
Each party takes legal and financial responsibility for the actions of its respective employees, representatives and volunteers.
Each party, at its sole cost and expense, shall carry insurance or self insure to cover its activities in connection with this MOA.

All parties recognize that accountability to both funders and beneficiaries is important to maintain trust and the sustainability of their collaboration. Thus, all parties agree to the following principles:

All parties shall keep documentary evidence (such as receipts, invoices) of all the expenses associated with their collaboration.

No costs shall be reimbursed between the parties unless these were expressly agreed in this MOA, an amendment of this MOA, or agreed by other written agreements between the parties. Likewise, costs shall be reasonably and properly incurred and only be reimbursed upon appropriate evidence.
5. DURATION

This MOA is made at will and may be modified by a written agreement between the parties. This MOA will remain in effect until terminated by the parties by mutual consent.

6. EFFECTIVE DATE AND SIGNATURE

This Memorandum of Agreement shall be effective upon the date of the last party to sign this MOA below. The parties indicate agreement with this Memorandum of Agreement by their signatures below.

Partner name: **Texpad Limited**
Partner representative: **Kumani Muturi**
Position: **Managing Director**
Date: **14/12/2021**
Signature: 

Partner name: **Magezi O.A.A**
Partner representative: 
Position: 
Date: **15/12/2021**
Signature: 

Partner name: **Seeds & Stories**
Partner representative: **Margarida Vasconcelos**
Position: **Co-founder**
Date: **01/12/2021**
Signature: **Margarida Vasconcelos**