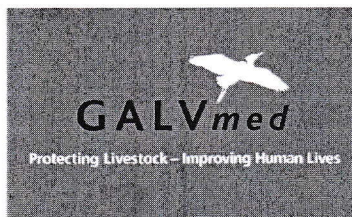


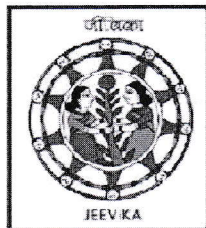
MEMORANDUM OF UNDERSTANDING WITH REGARD TO COOPERATION

ENTERED INTO BY AND BETWEEN:



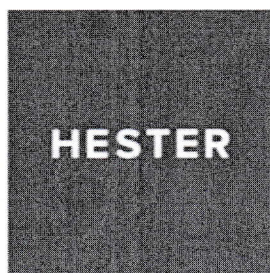
GLOBAL ALLIANCE FOR LIVESTOCK VETERINARY MEDICINES

AND



BIHAR RURAL LIVELIHOODS PROMOTION SOCIETY

AND



HESTER BIOSCIENCES LIMITED



गुजरात गुजरात GUJARAT

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तारीख: ५/१२/२०१५
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शाह शेखलीनेन इल्शेकुमार
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अ/२, भाग्यलक्ष्मी अपार्टमेंट,
नव रिडि इलेट सामे, म्यु. गार्डन अने
मृदंग इलेट पास, वासणा, अमदावाद, गुजरात
संघी HBL

Hester Biosciences Limited
PUSHPAK, 1st Floor, Panchvati Circle,
C. G. Road, Ahmedabad-380006, Gujarat, India.
Phone: +91 (79) 26445107 www.hester.in
Fax : +91 (79) 26445105 mail@hester.in

Sik-shm

MEMORANDUM OF UNDERSTANDING

BETWEEN GALVmed, BRLPS AND Hester

This Memorandum of Understanding (hereinafter referred to as "MoU") is made among:

GLOBAL ALLIANCE FOR LIVESTOCK VETERINARY MEDICINES, a company limited by guarantee and incorporated in England & Wales under the Companies Acts (Registered Number 05393391) and having its registered office at c/o Maclay Murray & Spens LLP, One London Wall, London, EC2Y 5AB, and a registered charity in England & Wales with registered charity number 1115606 (hereinafter referred to as "GALVmed");

Bihar Rural Livelihoods Promotion Society (BRLPS/JEEVIKA), Vidyut Bhawan, Annexe-II 1st Floor (Southern Wing), Bailey Road Patna. BRLPS is an autonomous society under Department of Rural Development, Government of Bihar. The objective of the Society is to improve the livelihoods, and enhance social and economic empowerment of the rural poor.

AND



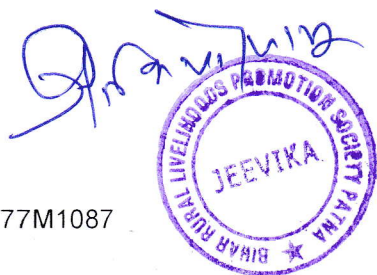
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HESTER BIOSCIENCES LIMITED, a WHO-GMP, ISO 9001:2008, ISO 14001:2004, OHSAS 18001:2007 &GLP certified company, manufacturing animal vaccines and animal health products. It is located near the city of Ahmedabad, in the state of Gujarat, India. (hereinafter referred to as "Hester");

hereinafter individually referred to as "**Party**" and jointly referred to as the "**Parties**".

WHEREAS

- (A) GALVmed is a not-for-profit company limited by guarantee and a registered charity which seeks to protect livestock and improve human lives by making livestock vaccines, diagnostics and medicines accessible and affordable to the millions for whom livestock is a lifeline. It promotes the effective use of resources for charitable purposes through the identification, management, funding and co-ordination of research into livestock vaccines, pharmaceuticals and diagnostic products and services; and the development and delivery of those products and services at affordable prices. It seeks to do this by (i) facilitating partnerships for livestock pharmaceutical research and development and manufacturing; (ii) creating and supporting sustainable markets and access to products for poor livestock keepers; and (iii) by developing project design and project and portfolio management.
- (B) The BRLP objective is to enhance social and economic empowerment of the rural poor in Bihar. This objective is sought to be accomplished by:
- Improving rural livelihoods and enhancing social and economic empowerment of the rural poor.
 - Developing organizations of the rural poor and producers to enable them to access and better negotiate services, credit and assets from public and private sector agencies and financial institutions.
 - Investing in capacity building of public and private service providers.
 - Playing a catalytic role in promoting development of microfinance and agribusiness sectors.
- (C) Hester is a WHO-GMP, ISO 9001:2008, ISO 14001:2004, OHSAS 18001:2007 &GLP certified company, manufacturing animal vaccines and animal health products. Hester has vast experience in distribution systems in India, and is expanding the network in Nepal and in other countries. While Hester's current distribution network is focused on commercial producers, Hester wants to work with smallholder farmers and village livestock keepers, encompassing social responsibility and providing an additional sustainable business model to this sector.;
- (D) GALVmed with its partner Hester Bioscience Limited is currently working to develop a reliable and sustainable supply of veterinary vaccines and health products under new initiative: GALVmed-Hester Initiative. The initiative is under implementation in 2 Indian states i.e. Bihar and Uttar Pradesh and in Nepal. In order to develop and deliver suitable animal health products to livestock and poultry rearers, GALVmed assists Hester in R&D and market development for smallholder farmers.



A handwritten signature in black ink, consisting of stylized initials.

- (E) Considering the requirement for availability of animal health products like vaccine for livestock and poultry rearing SHG members in working areas of BRLPS in Bihar and the objective of GALVmed-Hester initiative, this Memorandum of Understanding (MoU) is envisaged among the Parties in order to allow for the sharing of core competencies among them. BRLPS has strong network of women self-help groups and local presence with offices and human resource in working area in BIHAR. Hester is a commercial organization producing and selling a range of animal health products like thermo-tolerant ND vaccine, PPR vaccine and other animal healthcare products. It is envisaged that Hester-GALVmed initiative will assist BRLPS in the training of vaccinators and timely availability of cold chain maintained vaccines, animal health and nutritional products at block levels (List of intervention Districts and blocks is mentioned in General Provision 1.1)

NOW THEREFORE, the Parties agree as follows:

1. **GENERAL PROVISIONS**

Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this MoU have the following meanings:

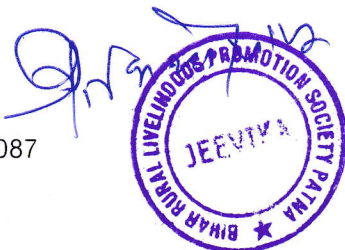
"Project" the project to be carried out by the Parties, as described in this MoU;
and

"Project Area" the following tentative 11 districts and 24 blocks:

| District | Block |
|--------------|------------------------------|
| Araria | Narpatganj and Forbesganj |
| Gopalganj | Hathwa and Thawe |
| Muzaffarpur | Meenapur, Paroo and Motipur |
| Rohtas | Bikramganj and Akgorigola |
| Jammui | Sikandra and Jhajha |
| Purnea | Purnea East and Dagarua |
| Gaya | Mohra and Wazirganj |
| Nalanda | Rajgir, Giriyak and Islampur |
| Nawada | Meskaur and Narhat |
| W. Champaran | Bagha 2 and Gaunaha |
| Patna | Dhanarua and Phulwari |

Relationship among the Parties

- 1.2 This MoU confirms the details of the Project, which the Parties will work together on.
- 1.3 Nothing in this MoU is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind among the Parties, nor constitute either Party the agent of the other for any purpose, nor constitute either Party the employee of the other for any purpose. Neither Party shall have authority to act as agent for, or to bind, the other parties in any way.



- 1.4 This MoU imposes no financial commitment on any of the Parties. Each Party is responsible for its own costs and expenses arising from or in connection with this MoU.
- 1.5 This MoU does not obligate any Party to work exclusively for or with any other Party.
- 1.6 In the event of any conflict between this MoU and other existing agreements among the Parties, the terms of such agreements shall prevail.

2. PROJECT

2.1 The Parties each hereby acknowledge that the objectives of the Project are as follows:

- 2.1.1 To create sustainable supply chain of quality and affordable vaccines and other important animal healthcare products in Bihar particularly in the project area mentioned in chapter 1.1 of this MoU.
- 2.1.2 To ensure timely availability of vaccines and animal health products to smallholder farmers in the project area at an affordable price.
- 2.1.3 To assist BRLPS in capacity building of cadres and staff for preventive healthcare in smallholder poultry and small ruminants in Bihar;
- 2.1.4 To create a model for replication by BRLPS in the entire Bihar.

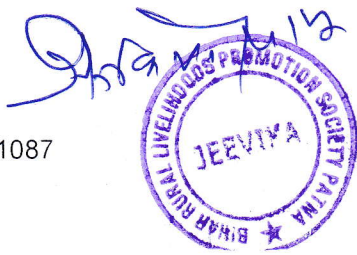
2.2 The Parties each hereby agree to work together in good faith with a view to achieving the objectives set out in clause 2.1. Without prejudice to the generality of the foregoing Clauses:

2.2.1 BRLPS shall be responsible for:

- (a) Selection of Pashu Sakhi / Animal Health worker and support trained Pashu Sakhi with Starting Kit.
- (b) Awareness creation about vaccination and management practice of small ruminant and poultry; and
- (c) Vaccination and service delivery in project area.
- (d) Organizing training of staff and Pashu Sakhi as per the approved training related budgetary provisions of BRLPS.
- (e) Availability of preventive health service related fund at concerned Goat Producer Group as per the provision in approved Goat PG policy of Jeevika.

2.2.2 Hester shall be responsible for:

- (a) Making retail points/distribution point in each block mentioned in mentioned in General Provision 1.1 and provide the same list to BRLPS.
- (b) Making available veterinary vaccines (Newcastle and other poultry vaccines, PPR and Goat Pox vaccine) and other animal health products in the project area within 2 working days after demand generation at retail points/distribution.
- (c) Support the trained Pashu Sakhi with cool boxes
- (d) Creating sustainable supply chain of animal health products including vaccine creation in project area in Bihar.
- (e) Any other technical support falling in scope of GALVmed-Hester initiative



2.2.3 GALVmed shall be responsible for:

- (a) Capacity building of Pashu Sakhi and project staff through Hester.
- (b) Sharing available information and material available with GALVmed for the benefit of smallholder farmers.

2.3 Whilst it is not presently anticipated that activities pursuant to the objectives of this MoU shall be implemented through specific agreements to be entered into in addition to this MoU, it is acknowledged that this may be required (for example, where a Party sources materials for the Project, or where funding is required in connection with the Project). Terms of any such additional agreement would be negotiated separately among the Parties with reference to the aims and objectives set out herein, acting reasonably and in good faith.

3. EXPECTED OUTPUT/OUTCOME

- a. Training of 500 Pashu Sakhis on vaccination and other preventive care.
- b. Training of 75 concerned project staff on preventive health care.
- c. Provision of 500 cool boxes for carrying out of vaccination.
- d. PPR vaccination of 50,000 Goats.
- e. ND vaccination of 25,000 Birds.
- f. Development of 24 Retail/Distribution point for vaccines and other health care products.

4. DURATION AND MODIFICATION OF MEMORANDUM OF UNDERSTANDING

Commencement

4.1 This MoU shall come into effect from the date of signing and remain effective for a period of 3 years from date of the signing until 30th September 2022, unless extended by the agreement of the Parties, or earlier terminated.

Modification

4.2 In case of expansion scope of project and area of project may be extended on mutual consent in writing and signed by the Parties. No agreed variation of this MoU shall be effective unless it is in writing and signed by the Parties concerned.

Termination

4.3 Any Party may terminate this Agreement by written notice to the others with immediate effect if: (i) another Party commits a material breach of this MoU, which (if remediable) is not remedied within 30 days of receiving written notice of the breach; or (ii) if another Party goes into liquidation, administration (or similar), or otherwise ceases to carry on its business.

5. OBLIGATIONS OF THE PARTIES

5.1 The Parties undertake to act reasonably and in good faith with respect to each other's rights and the objectives of this MoU, and to respect and take account of each other's aims and objectives as summarised in the recitals to this MoU.



- 5.2 The Parties each agree to perform their obligations under the Project in accordance with the terms of this MoU (including timescales); and (ii) with all reasonable skill and care, and in accordance with applicable laws (including anti-bribery laws). The Parties shall not sub-contract the performance of the Project to any other party unless agreed in advance among the Parties.
- 5.3 Each Party shall obtain and maintain, all necessary licences and consents as are required by it for the carrying out of its responsibilities under the Project.
- 5.4 Where a Party agrees to use specific personnel in the Project, it shall use best endeavours to ensure that such individuals remain available to work on the Project for its full duration. Any replacement personnel shall require to be appropriately skilled.
- 5.5 Should any intellectual property rights be generated in the Project, each Party shall own those rights which it creates. Each party licenses such rights to the other Parties, in so far as is required to facilitate the performance of the Project.
- 5.6 In the event that a Party discloses to another Party any information in any format of a confidential nature, whether marked as confidential or not (including any information which should reasonably be considered as confidential), the receiving Party agrees to keep this information in strict confidence and use it only in the provision of the Project. Any personnel and/or sub-contractors involved in the Project shall be made subject to this obligation, by the receiving Party passing any confidential information to them.

6. **REPORTING**

- 6.1 Joint review and reporting would be done by the stakeholders.
- 6.2 Quarterly meetings with representatives from each of the Parties will be held at mutually convenient times in the Project Area. The review will be done based on quarterly activities. The conclusions from these meetings shall be acted upon in the on-going project.

7. **AUTHORITY**

The Parties hereby warrant and represent that they are authorised to negotiate, conclude and implement this MoU.

8. **ENTIRE AGREEMENT**

This MoU and the documents referred to herein constitutes the sole record of the agreement among the Parties relating to the subject matter hereof and supersedes any other agreement, whether written or oral which may have been entered among the parties.

9. **GENERAL**

- 9.1 No Party shall be entitled to assign or transfer any of its rights and obligations under this MoU.
- 9.2 Each Party hereby confirms that entering into and performing its obligations under this MoU shall not create or continue any conflict of interest for it.
- 9.3 If any dispute arises in connection with this MoU, representatives of the parties concerned in the dispute shall, meet in a good faith and take steps to resolve the dispute.



9.4 No party may commence any court proceedings or arbitration in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation, and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

IN WITNESS WHEREOF this MoU is executed by the Parties as follows:
SIGNED for and on behalf of

GLOBAL ALLIANCE FOR LIVESTOCK VETERINARY MEDICINES

By Chief Executive C.L. Schumacher C.L. Schumacher (signature)

on 18/1/2013 (date)

in the presence of:

[Signature] Witness

LOUISE GORDON Name

GALMED, EDINBURGH, EH26 0PZ, UK Address

SIGNED for and on behalf of
BIHAR RURAL LIVELIHOODS PROMOTION SOCIETY

By [Signature] BRAT KISHORE (signature)

on 21/12/18 (date)

in the presence of:

[Signature] Witness

Dr. RAKESH KUMAR SINGH Name

S.P.M-LIVESTOCK Address

BRLPS, Patna (Bihar)

SIGNED for and on behalf of
HESTER BIOSCIENCES LIMITED

by Rajiv Gandhi, CEO & Managing Director [Signature] (signature)

on 21/12/2018 (date)

in the presence of:

[Signature] Witness

Dr. Rahul Singh Name

Hester Biosciences Limited Address