

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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Memorandum of Understanding (MoU)

This Memorandum of Understanding is made on thirtieth April of Two Thousand Seventeen Christian Era.

Between

Social Marketing Company (SMC), SMC Tower, 33 Banani C/A, Dhaka-1215, hereinafter referred to as the SMC, represented by **Shafi Uddin Ahmed**, FCA, Chief of Finance & Administration.

And

**Luxur Green Energy Limited**, Soni Tower, 33 Shahid Faruk Road, 4<sup>th</sup> Floor, Jaurabari, Dhaka-1204 hereinafter referred to as the Luxur Green Energy Limited, represented by **Shah Alam**, Managing Director.

PURPOSE

ARTICLE I

The purpose of this Memorandum of Understanding is to achieve the following objectives:

- To establish an effective partnership with manufacturers of Improved Cook Stove (ICS) under Clean Household Air Pollution (CHAP) Project.
- To facilitate the supply plan of different brands of the ICS within the project area.
- To bring all the participating ICS manufacturers under a common umbrella for BCC campaign to ensure supply for ICS.
- To ensure after sales service for the clients through the manufacturers.

ARTICLE II

Whereas

1. SMC is one of the leading organizations in Bangladesh which designs and implements social marketing and community mobilization program in which one of the key component is Behavioral Change Communication (BCC) with messages targeting variety of audience to improve the health and wellbeing of the communities.

SMC is implementing the Clean Household Air Pollution (CHAP) Project at Sreenagar, Siradikhan, Bhanga, Nagarkanda, Rajoir, Kalkini Gournadi Babuganj Rajapur, Nalchiti, Jhalakathi Sader, Kahalia, Motbaria, Kawkhali, Bhandaria and Swarupkathi under six districts.

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The project will use a two-pronged approach for program intervention, creating demand for cook-stoves on one hand and ensuring supply on the other, enabling potential users to become motivated and then replace their traditional stoves with new and improved ones that are accessible within the commuting distance of their households. In this connection, SMC has been considered to establish partnership between the organization and the Improved Cook Stove (ICS) manufacturers in Bangladesh.

2. **Luxur Green Energy Limited** is an Improved Cook Stove (ICS) manufacturer company in Bangladesh. They are producing the ICS brand 'Luxur Cook Stove' for promotion and marketing.

### ARTICLE III

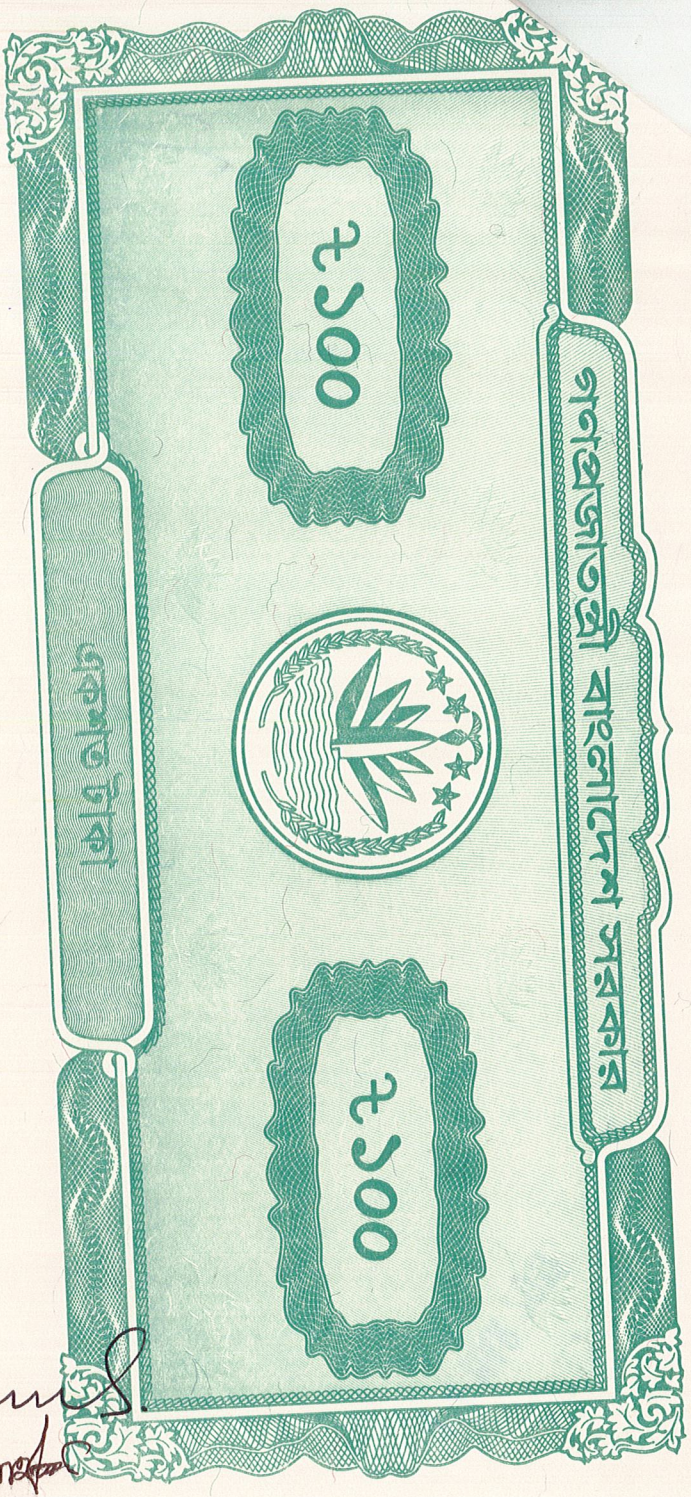
#### Duration:

The duration of this Memorandum of Understanding (MoU) will be effective from April 30, 2017 to June 30, 2018.

It is therefore agreed that

#### SMC

- will provide requisition for ICS to Luxur Green Energy Limited on weekly basis.
- will provide money Luxur Green Energy Limited at the end of running month only for the sold ICS, Upazila Field Supervisor will transfer the money directly to the manufacturers.
- will provide a monthly report, containing current stock and sold quantity to the Luxur Green Energy Limited.
- will introduce Upazila Supervisors to Luxur Green Energy Limited as point of contact for smooth operation of the project.
- will maintain a excel sheet of day wise sell of ICS. It will be done by Upazila Field Supervisors.
- will get a update from Upazila Field Supervisors at the last working day of the week, Upazila Field Supervisor will share the update with Luxur Green Energy Limited also.
- will make focal person in the project to deal with day to day issues/challenges at field level.
- may return the unsold products to the manufacturer if there is no demand.
- will facilitate ICS marketing, selling and distributing within the project areas. SMC will facilitate the generic campaigns for ICS and will not favor any brand/technology of ICS over another in its campaign communication.
- will not provide any credit to CSA to purchase ICS.
- will not bear any damage cost related to theft, natural disaster or any other reason.



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Luxur Green Energy Limited

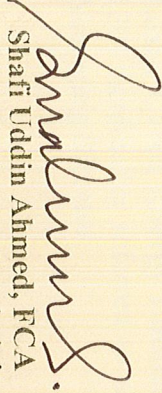
- will supply the ICS brand 'Luxur Cook Stove' to the project area.
- will have to submit testing certificate of the model under this BCC campaign by three months of MoU signing. to be eligible to participate in this campaign as recommended by SREDA. Any fees or costs related to testing will be the sole responsibility of Luxur Green Energy Limited.
- will allow one month credit to SMC from the date of supply.
- will be responsible to reach the required amount of ICS at a point of upazila level with their own cost.
- will deliver the required quantity of ICS within 7 working days after getting order.
- will provide after sales services to ICS customers with their own cost. These services included training, orientation, and demonstration.
- will provide user guidelines of ICS brands to the customers.
- will participate in events/fairs under the project with SMC.
- will be responsible for all costs related to their participation in the events, fairs, meetings etc. within the project areas.
- will ensure a ready supply of ICS for any events as requested by SMC.
- can sell the ICS directly to the project area with coordination of SMC.
- will make necessary insurance if requires.
- will provide a commission @12.5% on MRP to the Community Sales Agents (CSAs) or other dealers/sellers upon selling each brand.
- will provide sales report of ICS to SMC with sold quantity figures from the 16 upazilas on monthly basis.
- will provide technical training/TOT on ICS to Community Sales Agent(CSA), IPC agents and relevant staff from other participating organizations with their own cost.
- will bear all costs related to distribution at the upazila level and return of ICS.

#### Policy/Regulations

- The MoU is a statement to coordinate, cooperate and share information between the parties.
- The MoU does not create any legal obligations on the Parties or any of their employees or any other person.
- Either party may terminate this MoU by providing 30 (thirty) days written notice.

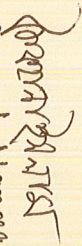
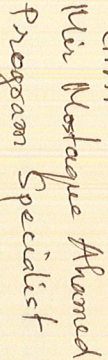
In witness whereof the hands of the parties hereto as of the day and year first before written.

Signed for and on behalf of SMC

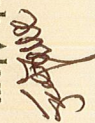
  
Shafi Uddin Ahmed, FCA  
Chief of Finance & Administration  
Social Marketing Company  
33 Banani C/A, Dhaka-1213

Date: April 30, 2017

Witness:

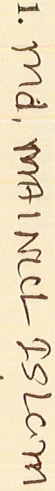
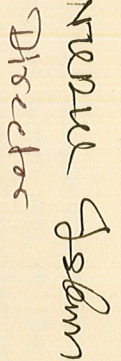
1.   
Project Manager  
CHAP Project
2.   
Program Specialist  
CHAP Project  
SME

Signed for and on behalf of Luxur  
Green Energy Limited

  
Shah Alam  
Managing Director  
Luxur Green Energy Limited  
Soni Tower, 33 Shahid Faruk Road,  
4<sup>th</sup> Floor, Jatrahari, Dhaka-1204

Date: April 30, 2017

Witness:

1.   
Finance Director.  
Luxur Green Energy Ltd.
2.   
Director  
Luxur Green Energy Ltd.