



**PARTNERSHIP AGREEMENT BETWEEN ZIMBABWE PRISONS AND CORRECTIONAL
SERVICE (ZPCS) MASHONALAND WEST PROVINCIAL HEADQUARTERS
CHINHOYI FARM PRISON (1ST PARTY)**

AND

**ROC SYSTEMS (PVT)
(2ND PARTY)**

PREAMBLE

Whereas the first party is a security service established in terms of section 227 of the Constitution of Zimbabwe Amendment (No 20) with the mandate to protect the society from criminal elements through the incarceration and rehabilitation of offenders for their successful reintegration into society.

Whereas the 2nd party is a legally registered company, in accordance with the laws of Zimbabwe whose main line of operations is the manufacture of Tobacco Curing tunnels and Grain Dryers. Roc systems have been involved in the growing of 72 hectares of Tobacco as their main crop but have also grown winter wheat and green maize on Citrus farm.

Whereas the 1st party and the 2nd party have willfully entered into a Public Private Partnership agreement which will utilize 50 hectares at Chinhoyi Farm Prison (Hereinafter referred to as "the project") growing crops such as maize, wheat and tobacco.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. OBLIGATIONS OF THE FIRST PARTY

- a) To provide 50ha of arable land
- b) To provide a project supervisor to work with the first party in the management of the project.
- c) To provide 80 inmates on a daily basis, 6 days a week to work on the farm (excluding public holidays and Sundays unless by special arrangement). There may be a need to increase or decrease the number of inmates from time to time.
- d) To supervise the inmates working on the project.
- e) To keep an attendance record for the inmates
- f) To organise feeding of the inmates
- g) To ensure observance of health and safety standards

2. OBLIGATIONS OF THE SECOND PARTY

- a) Resuscitate one borehole to irrigate the crop
- b) Provide expertise and experience in cropping and management imparted to Prisons staff working on the farm on this project.
- c) To employ up to 80 inmates who will be used for the farm in the tobacco fields from a period of plus/minus 8 months from September to March every season. If all goes well and the relationship is maintained, the 2nd party will be able to employ 160 inmates. There may be a need to change the number of inmates required from time to time.
- d) To keep a record of attendance of the provided inmates and remit agreed payments at the end of each month to the 1st party
- e) To provide supplementary food for the inmates
- f) To provide a project supervisor who will work with the 1st party supervisor in the management of this project.
- g) Management of the Farming Operations within this agreement.
- h) To supply Roc tractors, implements and irrigation equipment required for the project.
- i) Improve soil healthy by sound agricultural practices.
- j) Take soil samples and correct reasonable imbalance.
- k) To provide suitable protective clothing for the inmates.
- l) To abide by the first parties reporting structures both at site and administratively.
- m) The 2nd Party shall keep the 1st Party updated on the progress of the project.
- n) To ensure observance of health and safety standards

3. AGREEMENT AND DURATION OF AGREEMENT:

- a) The effective date of this agreement shall be the date of the commencement of production, notwithstanding the date of signature of this agreement by both parties.
- b) This agreement shall remain in force for duration of 5 years which may be renewed on terms to be agreed.

4. INFRASTRUCTURE

- a) All fixed additions or alterations to 1st Party fixed property shall be agreed upon by both parties in writing to the 1st Party and will remain the property of the 1st Party.
- b) The 2nd party shall repair one borehole and leave it in a workable state which will be handed over to the 1st party at the end of the contract. If the contract is terminated by 1st party prematurely the years served will be pro rata and a suitable compensation be paid towards the 2nd party.
- c) All moveable agricultural irrigation equipment e.g pipelines, sprinklers etc. installed by the 2nd party remain the property of the 2nd party.

5. INCOME DISTRIBUTION

The proceeds of the project will be distributed as follows:

1st Party

- a) The 2nd party will pay 1 tonne of maize per hectare per season to the 1st party. This payment to be made regardless of whether 2nd party has utilized the land or not during the period of this agreement. For avoidance of doubt 2nd party shall guarantee availability of 50 tonnes of maize to 1st party every season for the duration of this partnership.
- b) 2nd party will provide vegetable seeds and do the land preparation for the 1st party on two (2) Hectares of land for vegetables and irrigate it while we are irrigating 2nd party crop. 1st party staff and inmates will further be trained at no cost on regenerative farming.
- c) The 2nd party will employ 80 inmates initially who will be paid an amount equal to the designated NEC rates as per their allocated grades. To assist with the rehabilitation and reintegration of the inmates, the 1st party will maintain a fund for the balance up to the NEC rates for the inmates. 2nd Party and 1st Party to review the accounts for the fund annually.
- d) The 2nd party will pay for all ZESA used on the farm while we are irrigating.
- d) The 2nd party will train any requested inmates in regenerative farming practices in order to equip them for reintegration into society as well as awarding the trainees with certificates.
- e) The 2nd party will train any Correctional officers who will be allocated under this agreement and impart our regenerative farming skills. This will equip 1st party staff with skills which they in turn will impart to inmates.
- f) The 2nd party will improve the soil health of the land for future use.

2nd party

- a) 50ha of arable land
- b) Access to paid labour
- c) Fixed Irrigation structures

6. MANAGEMENT

- a) Both parties will undertake all management of the farming operations within the scope of this agreement.

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- b) Both parties shall appoint competent farm managers who shall be responsible for management of the project.

7. COST OF PRODUCTION, LIABILITY AND SURETY

- a) All the costs associated with the farming business are to the account of the 2nd Party.
- b) Both 1st Party and 2nd Party certify that any brought forward debt/liabilities and outstanding bills are to their own account.
- c) As cropping is undertaken via 2nd party's financing all crops planted by the 2nd part (apart from the 2ha vegetables and maize for the 50 tonnes payment) under this agreement will remain the property of 2nd party.

8. TERMINATION

- a) Notice to terminate this agreement shall be submitted in writing not less than three months before the end of the cropping season.
- b) All crops in the ground at the time of termination shall be reaped, graded and sold before the agreement is deemed to be terminated.
- c) On termination of this agreement all rights granted to either party by this agreement shall be withdrawn and each party shall cease forthwith to conduct any activities authorized by this agreement.

9. CONFIDENTIALITY OF ANNOUNCEMENTS

- a) The parties hereto undertake to observe confidentiality of documents, information and other data accessed during the duration of this agreement.
- b) The contents of this agreement shall not be divulged to third parties without the prior written consent of the other party.
- c) Neither party shall publish, or permit or procure the publication of any announcement, statement or document in relation to having any effect on this agreement, without prior consent of the other.

10. JURISDICTION AND DISPUTE RESOLUTION

This agreement shall be governed and interpreted in accordance with the laws of Zimbabwe and any dispute shall be resolved in terms of the laws of Zimbabwe.

11. GOOD FAITH

- a) All parties shall display the highest degree of co-operation and good faith, in all matters relating to this agreement.
- b) All communications relating to this agreement shall be conducted in normal working hours ie between 8am and 5pm Monday to Friday and 8am to 1pm on Saturdays.

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12. FORCE MAJEURE

- a) Upon the occurrence of an event force majeure which shall include, but shall not be limited to the following, riots, floods, act of God natural disasters and war, neither of the parties shall be held liable or accountable for the problems or costs arising from failure to fulfill their obligations under this agreement.
- b) The party experiences and event of force of majeure shall give a written notice to the other party within fourteen (14) days of such occurrence.
- c) In the event that an event of force majeure subsists for a period of three (3) months, the agreement shall automatically terminate due to supervening impossibility of performance.

13. WHOLE AGREEMENT

This agreement shall be the entire agreement between the parties and no variations shall be of effect unless reduced to writing and signed by both parties.

14. SPECIAL REMEDY IN TERMS OF BREACH

- a) Should either party be in breach of the terms of this agreement, the aggrieved party shall make known in writing his grievance. Should the other party fail to remedy such a breach within 14 days of the receipt of such a letter, the aggrieved party may refer the matter to the nearest Commercial Arbitration Centre, whose decision shall be final and binding. Any arbitration proceedings will be heard in the English language and shall be subject to the laws of the Republic of Zimbabwe.
- b) All the parties hereto shall be jointly and severally liable for the performance of their obligations under the terms of this agreement.

15. DOMICILIARY AND NOTICES

The parties choose as their domicilia et executandi, the address written below.


**Zimbabwe Prisons and Correctional Service
Mashonaland West Province
P O Box 29
Chinhoyi**

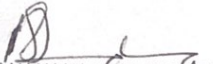
**Mr Rob Stokes
ROC Systems
Lot 1 of 5 Veradale Estate
Lomagundi Rd
Chinhoyi**

CMH
M.C
MS
Pm
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CJ

Signed:


On Behalf of the Holder (1st Party):

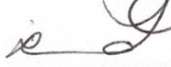
.......... (Signature)

.......... (Witness)

 So

On behalf of **ROC SYSTEMS (Pvt) Ltd** (2nd Party):

.......... (Signature)

.......... (Witness)

 (witness).



LEASE AGREEMENT BETWEEN WHITELUX FARM

(1ST PARTY)

AND

ROC SYSTEMS (PVT) LTD (2ND PARTY)

1. INTRODUCTION

Roc Systems has been studying regenerative farming done all around the world and it is gaining momentum in Zimbabwe. In short it's using nature to do the work and provide for you. The most common practice is to start off with conventional tillage and grow a multi species cover crop (a variety of usually 12 species including grasses, legumes and brassicas). This forms a symbiotic relationship in the soil of fungi, bacteria and organic matter. This crop is then either strip grazed flat or rolled flat to kill it off, provide an awesome mulch while protecting the soil from the weather and providing a wonderful climate for the various organisms and filling the soil with liquid carbon which is ultimately food for your next crop. The next crop is then planted into the mulch and under sown with different species to provide soil cover and in the case of legumes provide nitrogen.

Tillage - after the initial tillage the roots do the rest for future crops

Fertilizer- with extensive soil and sap samples you can establish the nutritional levels and where necessary add what is short

Herbicide - by keeping the soil covered with multi species cover crops your weeds will be suppressed

Insecticide- when a plant is healthy it has a natural resistance to pests and the health of the plant can be determined by measuring the sugar levels and corrective measures done to ensure your plant is in peak health

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Fungicides - as with pesticides a healthy plant in balanced soils is naturally resistant as with humans Irrigation - generally each successfully grown cover crop increases your organic matter by 1% (our soils are usually less than 1% to start with). In other words your first cover crop will double your organic matter which is in direct relation to the amount of water the soil can hold and with the soil covered you should get no run off and therefore store up all the rain for your crop to use. This basically makes your crop drought resistant and flood resistant in the case of dry land farming The advantages eventually once the soils are healthy will be lower input costs, healthier crops giving better yields and therefore more profitable while being more resistant to our seemingly worsening weather conditions. It also requires less capital expenditure.

2. CROPPING PROGRAMME

We intend to plant various crops including but not limited to cover crops, maize and tobacco on this land

3. ROC SYSTEMS RESPONSIBILITIES

- a) Resuscitate 2 boreholes to irrigate the crop
- b) Management of the Farming Operations within this agreement.
- c) Clear land
- d) Improve soil by sound agricultural practices.
- e) Take soil samples and correct reasonable imbalance.
- f) Provide a list of all fixed additions and alterations
- g) To provide our own tractors, Implements and irrigation equipment required for the project.
- h) Provide water to Tracy
- i) Assist with power where possible
- j) Secure all Roc Systems crops in the Land

4. WHITELUX RESPONSIBILITIES

- a) Provide 30 Hectares of land. If there is any alteration to the number of hectares an addendum will be made to the agreement.
- b) Provide access to water
- c) Provide unlimited access to the land
- d) Provide a secure environment for the farming operations.

5. DURATION OF AGREEMENT

- a) This agreement shall commence on the 1st March 2020 and shall continue for a period of ten years, terminating on the 1st of April 2030.

6. PAYMENT

- a) USD300 per hectare paid for at the beginning of the year for the entire season. i.e. 12 months
- b) The payment shall be made where possible in either USD cash or agreed commodities e.g. maize.

7. INFRASTRUCTURE

- a) All fixed additions or alterations to fixed property shall be agreed upon by both parties in writing to the 1st Party and will remain the property of the 1st Party.
- b) All equipment, irrigation, boreholes and pipelines installed by the 2nd party remain the property of the 2nd party unless compensated for by first party.
- c) The 2nd Party shall keep the 1st Party up dated on the progress of the project.

8. COST OF PRODUCTION/LIABILITIES

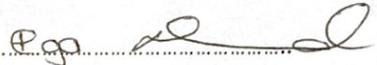
- a) All the costs associated with the farming business on the leased hectares are to the account of the 2nd Party.
- b) Both 1st Party and 2nd Party certify that any brought forward debt/liabilities and outstanding bills are to their own account.
- c) As cropping is undertaken via 2nd party finance all crops will remain the property of 2nd party

9. NOTICE PERIOD


Notice to terminate this agreement shall be submitted in writing not less than three months before the end of the season. All crops in the ground at the time of termination shall be reaped graded and sold before the agreement is deemed to be terminated. No further crops shall be planted after the agreement has been terminated.

10. GENERAL

- a) All parties shall display the highest degree of co-operation and good faith, in all matters relating to this agreement.
- b) All communications relating to this agreement shall be conducted in normal working hours i.e. between 8am and 5pm Monday to Friday and 8am to 1pm on Saturdays.
- c) Should either party be in breach of the terms of this agreement, the aggrieved party shall make known in writing his grievance. Should the other party fail to remedy such a breach within 14 days of the receipt of such a letter, the aggrieved party may refer the matter to the nearest Commercial Arbitration Centre, whose decision shall be final and binding. Any arbitration proceedings will be heard in the English language and shall be subject to the laws of the Republic of Zimbabwe.
- d) All the parties hereto shall be jointly and severally liable for the performance of their obligations under the terms of this agreement.
- e) Both parties have entered into this agreement of their own free will and with full understanding of the terms and conditions afore mentioned. Both parties are of a sound mind.

Signed:..... 

ROC SYSTEMS

Signed:..... 

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