

## Memorandum of Understanding (MOU)

Between

University of Minnesota Extension  
and  
Agrichat AI Inc

This Memorandum of Understanding (MOU) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between:

University of Minnesota Extension, a recognized organization operating in the field of agriculture, with its principal office located at [address], represented by [name and title] ("Minnesota Extension"), and

Agrichat AI Inc, a technology company specializing in generative AI solutions for agriculture, with its principal office located at [address], represented by [name and title] ("Agrichat AI").

WHEREAS, both parties recognize the value of collaboration and cooperation in advancing the dissemination of agricultural information to farmers;

WHEREAS, Minnesota Extension possesses valuable agriculture-related information generated through its programs and activities;

WHEREAS, Agrichat AI has developed an intelligent chatbot solution that can effectively distribute information to farmers;

WHEREAS, both parties desire to enter into a mutually beneficial partnership to integrate Agrichat AI's chatbot into Minnesota Extension's systems and leverage each other's expertise;

NOW, THEREFORE, the parties hereby agree as follows:

### 1. Access to and processing of Agriculture-Related Information

1.1 Minnesota Extension agrees to grant Agrichat AI access to all agriculture-related information generated by them, subject to any applicable legal or confidentiality requirements.

1.2 Agrichat AI will sort, convert, and store the information provided by Minnesota Extension, organizing it into a machine-readable format, transforming it into vector form, and securely storing it in its database.

### 2. Integration of Agrichat AI's Chatbot

2.1 Minnesota Extension will integrate Agrichat AI's chatbot into their systems to intelligently distribute information to farmers in their region.

2.2 Agrichat AI will establish a connection between their vector database and the chatbot.

### 3. Workshops and Training

3.1 Minnesota Extension will conduct workshops to train and educate farmers on the effective utilization of the chatbot.

3.2 Agrichat AI will provide the necessary support and resources to assist Minnesota Extension in conducting these workshops.

### 4. Recognition and Partnership

4.1 Minnesota Extension will acknowledge Agrichat AI as the official partner in their press releases and on their website.

4.2 Agrichat AI will acknowledge Minnesota Extension as the primary source of information in the region.

### 5. Financial Arrangements

5.1 Both parties agree to enter into ongoing negotiations regarding the possibility of Minnesota Extension subsidizing the initial operating costs of Agrichat AI and subscribing to relevant features, products, and services.

5.2 The specific terms and conditions of any financial arrangement will be defined in a separate agreement to be executed between the parties.

### 6. Language Support and Accessibility

6.1 Agrichat AI will ensure the availability of information in multiple languages, if required, to cater to the diverse needs of farmers.

6.2 Agrichat AI will make the chatbot embeddable on Minnesota Extension's website or accessible through either [www.mnextension.agrichat.ai](http://www.mnextension.agrichat.ai) or [www.agrichat.ai/mnextension](http://www.agrichat.ai/mnextension).

### 7. Enhancements and Upgrades

7.1 Agrichat AI will continually enhance the capabilities of the chatbot, allowing it to intelligently combine information from multiple articles, remember farmers' preferences, and improve its recommendation system.

7.2 The chatbot's system will be upgraded to handle various data types, including sound, photos, videos, and text.

### 8. Insights and Research Collaboration

8.1 Interactions between farmers and Agrichat AI's system will generate valuable insights regarding farmers' needs.

8.2 Agrichat AI will convey the relevant insights to the Minnesota Extension Center, facilitating their investment in timely research activities.

8.3 Agrichat AI will introduce new metrics to measure the impact of individual agricultural researchers and their associated extension centers or universities on farmers, complementing traditional metrics such as citation and h-index.

8.4 Agrichat AI will develop tools to assist agricultural researchers in capturing metadata on their research, enabling effective localization of research knowledge for farmers.

8.5 Agrichat AI will develop tools to assist field agronomists audit sensitive conversations between farmers and the Agrichat AI system.

9. Collection of Contextual Information

9.1 Agrichat AI will develop tools to collect contextual information about farmers, aiming to enhance the accuracy of information recommendations provided to them.

9.2 Agrichat AI will develop features to enable farmers to request appointments with a human expert.

10. Term and Termination

10.1 This MOU shall remain in effect for a period of [term length]. Either party may terminate this MOU by providing written notice to the other party [termination notice period] in advance.

10.2 The termination of this MOU shall not affect any ongoing obligations or rights accrued by either party prior to the termination date.

11. Governing Law and Dispute Resolution

11.1 This MOU shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of laws principles.

11.2 Any disputes arising out of or in connection with this MOU shall be resolved amicably through good faith negotiations between the parties. If a resolution cannot be reached, the parties agree to submit the dispute to mediation or arbitration as mutually agreed upon by the parties.

12. Entire Agreement

12.1 This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, understandings, or agreements, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the Effective Date first above written.

University of Minnesota Extension:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agrichat AI Inc:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_