

DRAFT

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

NATIONAL BIOTECHNOLOGY RESEASRCH AND DEVELOPMENT

AGENCY (NBRDA),

AND

BASANI DIGITAL INNOVATIONS LIMITED

MEMORANDUM OF UNDERSTANDING(MoU)

This Memorandum of Understanding (MoU) is entered into on this _____ day of _____, 2025,

BETWEEN

The National Biotechnology Research and Development Agency (NBRDA), an agency of the Federal Government of Nigeria mandated to coordinate, promote, and deploy biotechnology research and development for national, socio-economic advancement;

And

Basani Digital Innovations Limited, a duly registered company under the laws of the Federal Republic of Nigeria, with R.C No 8103328, whose registered office address is located at No 1, Bechar street, Wuse Zone 2, Abuja, FCT, and having expertise in biotechnology and IT driven health care innovation, digital health platforms and health data solutions.

Collectively referred to as "**Parties**" and individually as "**Party**."

WHEREAS:

A. NBRDA was established by the National Biotechnology Development Agency (Establishment) Act, 2022, which explicitly provides for its establishment and defines its mandate to implement the National Biotechnology Policy under the auspices of Federal Ministry of Innovation, Science and Technology. As a specialized Agency of the Government with the mandate to conduct research, promote, coordinate, develop and deploy cutting-edge biotechnology research and development processes and products for the socio-economic well-being of the nation. Specifically, NBRDA is engaged in Research, Development and Promotion of:

- Agricultural Biotechnology;
- Environmental Biotechnology and Bioconservation including Climate Change, Value-added Waste Management, Bioremediation and Ecosystem and Genetic Resources Management;
- Genomics, Genetics and Bioinformatics;

- Food and Industrial Biotechnology; and
 - Medical Biotechnology.
- B. Basani, a duly incorporated company under the Company and Allied Matters Act, 2020 with expertise in biotechnology, IT driven healthcare innovation, digital health platforms and health data solutions.
- C. NBRDA and Basani have set down the rules for cooperation between the two institutions, which will provide a framework within which all collaborative activities and projects will be undertaken between parties.
- D. The Parties have agreed to work together to achieve the aims and objectives as set out in this MoU.

This MoU outlines the frame work for collaboration in Leveraging Biotechnology and Digital Health Integration to Advance Healthcare Delivery, Research, and Innovation in Nigeria.

Now this MoU witnesses as follows:

1.Purpose

The purpose of this MoU is to establish a strategic partnership that integrates biotechnology innovations developed by NBRDA with digital health solutions, investments, and market deployment capabilities of Basani Digital Innovations Limited.

This collaboration aims to:

- a. Build capacity in bioinformatics, tele-biotechnology, and AI-driven health research.
- B.** Deploy scalable, technology-enabled diagnostic and treatment solutions.
- C.** Accelerate biomedical research and product commercialization.
- D.** Expand IT-driven healthcare access and equity, particularly in rural and underserved areas.

3. Scope of Collaboration

The Parties agree to collaborate on the following five key initiatives as outlined in the joint concept framework:

i. Genomics & Personalized Medicine

- a. Integrating genomic diagnostics into electronic medical records(EMRs) for precision medicine and disease surveillance.
- b. Developing decision-support tools and predictive analytics for clinical care.

ii. Biobank for Research & Development

- A. Establishing a bioinformatics-ready national biobank to link biological samples with health and demographic data.
- B. Supporting clinical trials, drug discovery, and translational research.

iii. Tele-Biotechnology Services

- A. Deploying NABDA's molecular diagnostics and biosensor technologies through telehealth platforms.
- B. Enabling real-time disease detection and surveillance in rural Nigeria.

iv. AI-Powered Innovation Hub

- a. Creating a joint hub for AI-driven health research, predictive analytics, and digital innovation.
- b. Supporting startups and commercialization of biotech-enabled health solutions.

v. Capacity Building & Digital Training

- a. Co-developing training programs in bioinformatics, e-health systems, and tele-biotechnology.
- b. Enhancing local expertise and workforce readiness in digital and biotech health.

4. Roles and Responsibilities

I. NBRDA shall:

- A. Provide access to biotechnology innovations available, genomic data, biosensors, and molecular diagnostic platforms.
- B. Serve as the government interface and ensure alignment with innovations, science, and technology policies that supports national health aspirations goal.
- C. Facilitate regulatory approvals, ethical clearances, and engagement with Ministries, Departments, and Agencies (MDAs).
- D. Host and grant access to national biobank exclusive to innovation hub.
- E. Lead capacity-building initiatives with Nigerian universities, hospitals, and research centers and other relevant partners.
- F. Co-manage the Innovation Hub.

II. Basani Digital Innovations Limited shall:

- A. Provide investment, financing structures, and technical support for infrastructure, platform integration, and commercialization.
- B. Supply digital health solutions including EMRs, telehealth infrastructure, AI platforms, and cloud-based data systems.
- C. Support market access, deployment logistics, and private-sector driven sustainability models.
- D. Engage with international donors, ESG-aligned financiers, and venture funds to mobilize resources.
- E. Lead on digital skills development, software deployment, and interoperability with global standards.

III. Joint Responsibilities:

- A. Develop and submit joint proposals to local and international funding agencies (e.g., TET Fund, BMGF, World Bank, AfDB).
- B. Establish joint governance and implementation structures.
- C. Ensure ethical compliance, patient safety, and data protection in line with Nigeria Data Protection Regulation (NDPR), GDPR, and WHO standards.

- d. Monitor, evaluate, and report on project outcomes.

5.Governance Framework

i. Steering Committee

- a. A Joint Steering Committee(JSC) shall be established, comprising equal representatives from NBRDA and Basani Digital Innovations Limited.
- b. The JSC shall provide strategic direction, approve budgets, and oversee implementation, benefit sharing, and equity.

ii. Technical Working Groups(TWGs)

- A. TWGs will be established for each initiative (Genomics, Biobank, Tele-biotech, AI Hub, Capacity Building).
- B. TWGs will prepare quarterly progress reports to the JSC.

iii. Secretariat

The Secretariat shall be hosted and domiciled at NBRDA headquarters, ensuring coordination.

6.Funding and Resource Mobilization

- I. Initial funding commitments shall be provided jointly, with NBRDA leveraging governmental locations and donor programs, while Basani Digital Innovations Limited provides private capital and investment guarantees.
- II. Both Parties shall pursue co-financing from ESG-aligned donors, international development partners, and philanthropic foundations.
- III. Cost-sharing arrangements, revenue-sharing models, and reinvestment strategies will be outlined in subsidiary agreements.

7. Intellectual Property (IP) and Data Governance

ii. Ownership

- a. NBRDA retains ownership of biotechnology innovations, research datasets, and government-funded assets.
- b. Basani Digital Innovations Limited retains ownership of proprietary digital health technologies, software, and analytics platforms, including any pre-existing intellectual property contributed by technical subcontractors engaged by Basani Digital Innovations Limited.

ii. Joint IP

Any jointly developed product, service, or data set shall be co-owned, with terms defined in a subsequent IP Agreement.

iii. Data Protection

- A. All patient and health data shall be anonymized, encrypted, and governed by NDPR, GDPR, and applicable global standards.
- b. Both Parties shall ensure secure data storage, ethical use, and non-discriminatory access.

8. Confidentiality

The Parties shall maintain confidentiality regarding all technical, financial, and operational information exchanged under this MoU, except where disclosure is required by law or mutually agreed in writing.

9. Monitoring, Evaluation, and Reporting

- A. A joint Monitoring & Evaluation(M&E) framework will be established to assess progress against agreed indicators.
- B. Quarterly progress reports shall be submitted to the Steering Committee.

c. . Annual reviews shall evaluate outcomes, sustainability, and areas for scale-up.

10. Duration and Termination

- A. This MoU shall remain valid for an initial term of five (5) years, effective from the date of signing, and may be renewed by mutual consent.
- B. Either Party may terminate this MoU by providing six (6) months' written notice, subject to settlement of ongoing obligations.
- C. Termination shall not affect ongoing projects, which must be completed or properly transitioned.

11. Dispute Resolution

- A. Any disputes arising under this MoU shall be resolved amicably through negotiation between the Parties.
- B. If unresolved, disputes shall be referred to arbitration in Abuja, Nigeria, under the Arbitration and Conciliation Act, 2023 LFN.
- C. The arbitral award shall be final and binding.

12: Indemnification Clause

- a. Basani agrees to indemnify NBRDA for any of its action or inaction resulting to losses, damages or claims arising from either the wrongful conduct or negligence in the performance of its obligations under this MoU and to pay all costs incurred by NBRDA in defending any suit or action for claims brought against NBRDA which has arisen as a result of the misconduct or wrongful actions of the Basani.
- b. NBRDA shall have no liability or responsibility for any action of Basani which constitutes an act of bad faith which violates the extant laws and regulations in the land or which falls outside the terms and conditions of the MoU.
- c. NBRDA agrees to indemnify Basani for any of its action or inaction resulting to losses, damages or claims arising from either the wrongful conduct or negligence in the performance of its obligations under this MoU and to pay all costs incurred by Basani in

defending any suit or action for claims brought against Basani which has arisen as a result of the misconduct or wrongful actions of the NBRDA.

- d. Basani shall have no liability or responsibility for any action of NBRDA which constitutes an act of bad faith which violates the extant laws and regulations in the land or which falls outside the terms and conditions of the MoU.

13: Assignment

Any Party may assign its rights and obligations under this MoU to an Affiliate. No assignment to a non-Affiliate shall be permitted without the written consent of the other Party. Any permitted assignee shall, following such assignment be treated as a Party for purposes of this MoU. In the event of such assignment, the assignor shall be relieved of its liabilities and obligations under this MoU.

14: Notices

Except as otherwise specifically provided herein, any notice to be given hereunder shall be in writing in the English Language, and may be delivered by hand, sent by certified or registered mail or by email to the relevant address set forth below or such other address as may be communicated by any Party to the other Party from time to time. A notice given to a Party as aforesaid shall be deemed to have been received by such Party as follows:

If delivered by any form of courier (including by hand) or sent by certified or registered mail delivery-if delivered during business hours on a business day, when delivered, and if not delivered during business hours on a Business day at 0900hours on the next business Day;

If sent by email-When confirmation of transmission to and receipt of the email by the receiving Party is received by the sending Party; i.e. read receipt.

The relevant addresses for all notices shall be as follows:

FOR NBRDA

The Director General / Chief Executive Officer

National Biotechnology Research and Development Agency,

Umar Musa Yar'adua Expressway, Lugbe Abuja

Tel: 234 706 874 1150

Email: abmustapha2004@gmail.com

Website: www.nabda.gov.ng

FOR Basani:

The Chief Executive Officer

BASANI DIGITAL INNOVATIONS LIMITED

Address

Tel:

Email:

15: Force Majeure

- A. Neither Party shall have any liability to the other for failure or delay in performing any obligation(s) whatsoever under this MoU arising from any cause including but not limited to when circumstances that are beyond the reasonable control of the Party arise. These shall include, but not be limited to: acts of God, perils of the sea or air, fire, flood, earthquake, drought, explosion, sabotage, accident, embargo, riot, civil commotion, or acts of governments and governmental agencies, acts of civil or military authority, epidemics, Government restrictions, war.
- B. Any of the Parties shall notify the other not later than three (3) months of being aware of the occurrence of a force majeure.
- C. The Party affected by force majeure shall do what is reasonable to avoid, remove or mitigate the cause of the force majeure where practicable and shall continue the performance of its obligation under this MoU, provided that the Party affected shall be at liberty to terminate this understanding where the force majeure continues unabated for a reasonable length of time depending on the circumstances of each case.

16.Legal Status

This MoU is not a legally binding contract but serves as a frame work for collaboration. Binding commitments regarding financing, procurement, or IP shall be detailed in subsequent legally enforceable agreements.

17: Amendment of MoU

No provision of this MoU shall be amended or modified, **except** by an Instrument in writing signed by both Parties.

18: Language

The language for the purposes of administering this MoU shall be English.

19: Governing law and Jurisdiction

This MoU shall be governed by, interpreted and construed in accordance with the Laws of the Federal Republic of Nigeria.

20.Alignment with National and Global Priorities

This MoU supports:

- A. Nigeria's Renewed Hope Agenda and Health Sector Renewal Investment Initiative.
- B. Sustainable Development Goals(SDGs)3,9, and17.
- C. African Union Agenda 2063 on innovation and health sovereignty.
- D. WHO, Africa CDC, and global best practices in biotechnology and digital health integration.

IN WITNESS WHEREOF the Parties hereto have caused this instrument to be duly executed through their duly authorized representatives on the date first above written:

SIGNED, SEALED AND DELIVERED for and on behalf of **NATIONAL BIOTECHNOLOGY RESEARCH AND DEVELOPMENT AGENCY (NBRDA)**, by its duly authorized officer:

.....

Name: Professor Abdullahi Mustapha

Title: Director-General/CEO

Date: _____

In the presence of:

Name:

Address:.....

Occupation:.....

Signature:..... date.....

SIGNED, SEALED AND DELIVERED for and on behalf of **BASANI DIGITAL INNOVATIONS LIMITED** by its duly authorized officer:

.....

Name: Basil Owochie Awi

Title: Chief Executive Officer

Date: _____

In the presence of:

Name:

Address:.....

Occupation:.....

Signature:..... date.....