

DRAFT

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

THE NATIONAL BIOTECHNOLOGY DEVELOPMENT
AGENCY (NABDA),
Federal Republic of Nigeria

AND

BASANI DIGITAL INNOVATIONS LIMITED
[PRIVATE SECTOR INVESTOR / DIGITAL HEALTH
PLATFORM PARTNER]

MEMORANDUM OF UNDERSTANDING (MoU)

Between

The National Biotechnology Development Agency (NABDA), Federal Republic of Nigeria

And

Basani Digital Innovations Limited

1. Preamble

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

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

And

ii. Basani Digital Innovations Limited, a duly registered company under the laws of the Federal Republic of Nigeria, with expertise in digital health platforms, health data solutions, and technology-driven healthcare innovation.

Collectively referred to as "the Parties" and individually as "a Party."

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

2. Purpose

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

This collaboration aims to:

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

3. Scope of Collaboration

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

i. Digital Genomics & Personalized Medicine

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

ii. Digital Biobank for Research & Development

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

iii. Tele-Biotechnology Services

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

iv. AI-Powered Innovation Hub

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

v. Capacity Building & Digital Training

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

4. Roles and Responsibilities

i. NABDA shall:

- Provide access to biotechnology innovations, genomic data, biosensors, and molecular diagnostic platforms.
- Serve as the government interface and ensure alignment with national health, science, and technology policies.
- Facilitate regulatory approvals, ethical clearances, and engagement with Ministries, Departments, and Agencies (MDAs).
- Host and co-manage the national biobank and innovation hub.
- Lead capacity-building initiatives with Nigerian universities, hospitals, and research centers.

ii. Basani Digital Innovations Limited shall:

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

iii. Joint Responsibilities:

- Develop and submit joint proposals to local and international funding agencies (e.g., TETFund, BMGF, World Bank, AfDB).
- Establish joint governance and implementation structures.
- Ensure ethical compliance, patient safety, and data protection in line with Nigeria Data Protection Regulation (NDPR), GDPR, and WHO standards.
- Monitor, evaluate, and report on project outcomes.

5. Governance Framework

i. Steering Committee

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

ii. Technical Working Groups (TWGs)

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

iii. Secretariat

The Secretariat shall be co-hosted at NABDA headquarters and Basani Digital Innovations Limited's Nigeria office, ensuring coordination.

6. Funding and Resource Mobilization

- i. Initial funding commitments shall be provided jointly, with NABDA leveraging government allocations 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

i. Ownership

- NABDA retains ownership of biotechnology innovations, research datasets, and government-funded assets.
- 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 dataset shall be co-owned, with terms defined in a subsequent IP Agreement.

iii. Data Protection

- All patient and health data shall be anonymized, encrypted, and governed by NDPR, GDPR, and applicable global standards.
- 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

- i. A joint Monitoring & Evaluation (M&E) framework will be established to assess progress against agreed indicators.
- ii. Quarterly progress reports shall be submitted to the Steering Committee.
- iii. Annual reviews shall evaluate outcomes, sustainability, and areas for scale-up.

10. Duration and Termination

- i. 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.
- ii. Either Party may terminate this MoU by providing six (6) months' written notice, subject to settlement of ongoing obligations.
- iii. Termination shall not affect ongoing projects, which must be completed or properly transitioned.

11. Dispute Resolution

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

12. Legal Status

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

13. Alignment with National and Global Priorities

This MoU supports:

- Nigeria's Renewed Hope Agenda and Health Sector Renewal Investment Initiative.
- Sustainable Development Goals (SDGs) 3, 9, and 17.
- African Union Agenda 2063 on innovation and health sovereignty.
- WHO, Africa CDC, and global best practices in biotechnology and digital health integration.

14. Signatures

i. For the National Biotechnology Development Agency (NABDA):

Name: _____

Title: Director-General

Date: _____

ii. For Basani Digital Innovations Limited:

Name: _____

Title: Chief Executive Officer

Date: _____