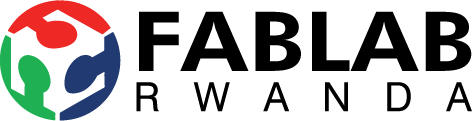
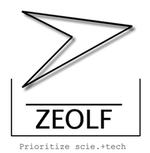
**MEMORANDUM OF UNDERSTANDING**

**(MOU)**

**BETWEEN**



**AND**



**10TH MARCH ‘2022**

Memorandum of Understanding (MOU) is made between **FABLAB** and **ZEOLF**. The entities listed above may collectively be referred to as the parties to this MOU.

**WHEREAS**

ZEOLF science and engineering company incorporate under the law of Republic of Rwanda, with registration number……………………..Kicukiro, Kigali Rwanda website: <https://www.zeolf.com,email:contact@zeolf.com> ,phone:(+250787891175), represented by Irakarama Jean Sauveur CEO

**WHEREAS**

FABLAB is a leading technology company incorporated under the law of the REPUBLIC OF RWANDA, with registration number 106440660.Website: https://www.fablab.rw/,email:info@fablab.rw, Phone: (+250) 789276080 Kigali, Rwanda Represented by Bizimana Danny General Manager

**WHEREAS**

ZEOLF is a privately-owned start-up fuel cell R&D company that prioritize science and engineering to provide solution of different challenges our communities face. Bring science and society together for better knowledge and fill in the gap between the advancement of knowledge and development of application by sharing date and knowledge.

**WHEREAS**

Fablab Rwanda is a space for members to turn innovative ideas into products specifically in the hardware and electronics domain. The space provides a platform for capacity building and integration of hardware skills with software knowledge and quickly bringing Rwandan innovators closer to the Internet of Things era. The space that provides collaboration community, knowledge base and innovation business model guidance with a core focus to increase Rwanda's competitiveness in the fields of Design, Engineering, Electronics, Fabrication and High-Tech innovative business.

**WHEREAS**

Both institutions are autonomous, self-governing entities with the power to enter into binding agreements considered to be in their best interests and to advance their ability to achieve the requirements of their mission and mandate;

**WHEREAS**

ZEOLF and FABLAB have agreed to enter into this non-binding MoU that enables them to work together in the pursuit of the objectives in area of mutual interest as set out herein.

**NOW THEREFORE**

The parties therefore have entered into this Memorandum of Understanding (here-in-after referred to as “MoU”) of Rwanda Innovation challenges for Academia-Industry Research and Development Collaboration grant (RIC-R&D), funded under the National Council for Science and Technology (NCST) and the Rwanda National Research and Experimental Development (R&D).

1. **PORPOSE OF THIS MEMORANDUM OF UNDERSTANDING (MOU)**

**The objectives of this partnership**

1. By this memorandum the parties hereby agree to formalize a cooperative relationship to reflect their understating as mentioned and as a precursor to further agreement on specific programmers.
2. The Parties share a common mission to promote, facilitates and support the development of innovation solution, create programs promoting institutional network in the fields of design, engineering, electronics, fabrication and High-Tech innovative business.
3. Parties have agreed for institutional collaboration by enhancing the technological of both institutions.
4. **SCOPE OF WORK**
5. Collaboration in conducting joint national and international project.
6. Access to the use of lab for researcher, student and staffs.
7. Conduction workshop session on research, fabrication, design and making for everyone to access.
8. Exchange of publication for scholarly, teaching and information purpose, to strengthen existing friendly relationship between the parties.
9. Facilitation of introductory meeting and connections with extended network in furtherance of the parties’ objective.
10. Others cooperative areas that are mutually agreed upon time to time
11. **RESPONSIBILITY OF PARTIES**

The FC project will be implemented by a partnership of the two parties namely: FABLAB and ZEOLF. The proposed roles of each party are summarized below:

1. ZEOLF will manage and conduct the R&D activities of the FC project.
2. ZEOLF will build and test two FC prototypes: one that is based on hydrogen and another one based on methanol (for use in houses).

Fablab on the other hand shall support the ZEOLF team by:

1. Supervising and providing guidance to R&D activities, align to NCST application priorities related to FC technology;
2. Making available electrochemistry laboratory facilities for the team to conduct prototype tests.
3. Raising funds/grants for the remaining FC R&D activities: through advocacy to other relevant government institutions.
4. In order to build the entire value chain of Fuel Cell (FC) technology in Rwanda, FabLab will have to forge strategic collaborations with other Rwandan and international organizations with the knowledge, skills, and experience to conduct core research, build and test prototypes, and commercialize FC products.
5. It is in this regard that Fablab and ZEOLF have formed a partnership that would allow the implementation and funding of the FC project under Fablab guidance. After securing funding for the FC project, ZEOLF team will put in practice what has been agreed with Fablab and extend discussion to the way forward for the remaining R&D activities of the project and lead commercialization efforts of the developed FC products.
6. Joint research projects: The two parties will explore opportunities of undertaking joint research projects and may seek research funding from external funding agencies. Each such research proposal shall require approval of the respective institutions.
7. Provide mentoring, training to both parties staff to undertake research activities and conduct joint short courses in electronic research fabrication related fields.
8. **FINANCIAL ARRANGEMENT**

The two institutions will finance any joint activity organized by both institutions.in addition they will also approach international funding agency and industries to obtain funds for projects as well as from alumni to support such collaborations. The designated program coordinator shall be in charge of assisting all project.

1. **INTELLECTUAL PROPERTIES**

ZEOLF and FabLab agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arise as a result of any collaborative research or activity under this MoU will be worked out on a case-to-case basis, and will be consistent with officially laid down IPR policies of the two institutions.

Unless authorized in writing, either party shall not use the name, acronym or official logo of the other party, or any abbreviation of the name of the partner, for advertising or any other purposes.

1. **TERMS AND CONDITIONS**
2. The terms and conditions of activities and joint projects pursuant to this memorandum shall be developed by program coordinator/manager designed by each party to assure conformity with the aims and purpose of this memorandum and to ensure its sustainability.
3. Such terms and conditions shall be discussed and agreed upon in writing by both parties prior to the initiation of the particular projects or activity.
4. **VALIDITY**

This MoU is valid for an initial period of 5years and becomes effective from the date it is signed by the partners. The partnership period may be extended by mutual consent. In case one partner wish to terminate the MoU, intimation will have to be send at least six months in advance. However, specific commitments made shall be honored by both the partners.

1. **LEGAL STATUT**

This document is a statement of intent to foster genuine and mutual beneficial cooperation and is not legally binding on both the parties. Any dispute shall be resolve through mutual discussion.

1. **COMMENCEMENT**

This MoU shall come into force upon signature by both parties.

**IN WITNESS WHEREOF** the parties to this MoU through their duly authorized representative have executed on the days and date set below, and certify that have read and understood the trems of this MOU and that the information furnished herein is accurate to the best of our knowledge.

The authority and format of this MoU has been reviewed and approve for signature

FabLab Rwana Ltd ZEOLF

…………………………….. …………………………………….

Danny Bizimana Irakarama Jean Sauveur

General Manager CEO

Date………. /…………/…….. Date………/………/…………….