**A MEMORANDUM OF UNDERSTANDING**

BETWEEN

**ZEOLF TECHNOLOGIES LTD**

AND

**ADVENTIST UNIVERSITY OF CENTRAL AFRICA \* (AUCA)**

This Agreement is made on this \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2022 (herein referred to as **MOU**)

**BETWEEN**

**ZEOLF TECHNOLOGIES LTD**, a private company duly incorporated under the laws of Rwanda (herein referred to as **ZEOLF**) which expression, unless repugnant to the context or meaning thereof, shall include its successors, representatives and assignees, of the first part.

**AND**

**ADVENTIST UNIVERSITY OF CENTRAL AFRICA**, is a recognized institution of higher learning under the laws of Rwanda (herein referred to as **AUCA**), which expression unless repugnant to the context or meaning thereof, shall include its successors, representatives and assignees, of the second part.

(**ZEOLF** and **AUCA** shall hereinafter be referred to, individually as the “party” and collectively as the “parties”)

**WHEREAS;**

1. AUCA has the desire to continuously improve research and publication including in the fields of science and technology
2. ZEOLF (the company) is a private company in Rwanda with the objective of making product innovation easy and affordable by pioneering in building systems that help research institutions in Rwanda in all aspects of science and technology.

1. The parties are desirous of entering into a collaborative relationship (the ‘partnership) whereby they will work together to create programs and schemes that will develop and support innovation and entrepreneurship amongst students.
2. The parties agree to enter into this Memorandum of understanding setting forth the rights and obligations of each party.

**NOW THIS MOU WITNESSETH AS FOLLOWS;**

1. **STATEMENT OF INTENT**

This document is a memorandum of understanding between *'ZEOLF'* and *'AUCA'* in relation to the collaboration of the parties in the support and development of innovation and entrepreneurship amongst university students. The overall objective is to contribute to the strengthening of research and publication in the field of engineering, science and technology in Rwanda. ZEOLF shall develop a system that will enable students to make publications, make research easier; connect with research centres while creating an environment of internship for students. AUCA shall promote and ensure their students use the system created for maximum result.

1. **SCOPE AND PURPOSE**

This MOU governs the relationship between the parties and outlines the way in which the parties shall collaborate to create an enabling environment for fostering research and publications while encouraging innovation amongst university students.

1. **DURATION**

The term of this agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (effective date) and shall remain in force for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_ year(s), subject to termination by the parties.

1. **TERMS OF THE PARTNERSHIP**

AUCA agrees to provide the following forms of support to ZEOLF throughout the term of this MoU on a good faith basis;

1. To ensure students use the created system for research and publications
2. To refer eligible undergraduate, Post-Graduate and PhD projects of their students which have potential of developing into scalable business models.
3. To leverage its logo for events, workshops, boot camps, hackathons and pitching events organised by ZEOLF.
4. To actively promote this partnership through its media relations and through university outlets including their website and newsletters.
5. To refer ZEOLF to potential investors and other sources of capital when possible.
6. To consider ZEOLF first, for the management of any university-based research centres that may be developed during the term of this MoU.

**Obligations of ZOELF:**

1. To develop a system where students can make publications, make research easier
2. To connect students with research centres
3. To create an environment of internship for AUCA students by actively considering the students for internship and employment.
4. To coordinate with AUCA to make presentations, attend workshops and participate in panel discussions designed to engage the university’s students in relation to innovation and entrepreneurship.
5. **INTELLECTUAL PROPERTY**
6. “Intellectual Property” or “IP” means all patentable discoveries, innovations, inventions, improvements, devices, equipment, and designs, conceived and reduced to practice under the term of and in performance of this agreement.
7. Party hereby agree that ownership of intellectual property rights generated as a result of the activities under this agreement will vest and fully be owned by ZEOLF TECHNOLOGIES LTD.
8. **CONFIDENTIALITY**
9. For the purposes of this MoU, the term “*Confidential Information*” shall mean all non-public written, electronic, oral, visual or intangible information disclosed between the parties or maybe voluntarily learnt or observed by one party or its employees or representatives. Each party shall maintain the confidentiality of any information it receives from the other party which is marked confidential or proprietary or which would, under the circumstances, appear to a reasonable person to be confidential.
10. It may be necessary under this MoU, for the incubator to disclose certain confidential or proprietary information, AUCA undertakes on its behalf and that of its employees and representatives to maintain a strict confidentiality and refrain from disclosing all or any part of the information received for any purpose other than in accordance with this MoU.
11. The parties shall not use the confidential information exchanged except with the prior consent of the disclosing party or where the disclosure is to employees, representatives or associates on a need to know basis for the purposes of this MoU.
12. The obligation to protect this confidential information shall expire five (5) years from the date of expiration or termination of this MoU
13. **TERMINATION AND REVISION**
14. This MoU may be revised by amendment by mutual agreement between parties.
15. Either party may terminate this agreement at any point by giving one (1) month advance notice in writing of their termination to the other party
16. **FORCE MAJEURE**

Where a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this MoU other than any obligation to make a payment, that obligation will be suspended for the duration of the Force Majeure Event.

A party whose performance of its obligations under this MoU is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

1. **MISCELLANEOUS**
2. **Applicable law**: the interpretation and enforcement of this MoU shall be governed by the laws of Rwanda
3. **Assignment:** Neither party shall assign or sub-license without the prior written consent of the other party any rights, duties or obligations under this MoU, in whole or in part, to a third party.
4. **Dispute Resolution**: Any dispute over this MoU shall be settled by amicable negotiation. Where this fails, the parties shall mutually appoint a mediator to assist in the resolution of any such dispute.
5. **Waiver:** No failure to exercise in any respect, any right provided for herein by one party, shall be deemed to be a waiver of any further right under the MoU.
6. **Counterpart:** This MOU may be executed in counterparts, which taken together will constitute one document.

**IN WITNESS WHEREOF,** the parties have caused their authorized representatives to sign this agreement on the date mentioned below.

Signed at \_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2022.

**FOR & ON BEHALF OF AUCA**

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

Title/Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Witnessed by:**

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

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

**FOR & ON BEHALF OF ZEOLF TECHNOLOGIES LTD**

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

Title / position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Witnessed by:**

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

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