**A MEMORANDUM OF UNDERSTANDING**

BETWEEN

**ZEOLF TECHNOLOGIES LTD**

AND

**FABLAB RWANDA**

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**

**FABLAB RWANDA**, an entrepreneurial support organization duly constituted under the laws of Rwanda (herein referred to as **FABLAB**), which expression unless repugnant to the context or meaning thereof, shall include its successors, representatives and assignees, of the second part.

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

**WHEREAS;**

1. FABLAB strives to increase Rwanda’s competitiveness in the fields of Design, Engineering, Electronics, Fabrication and High-Tech innovative business by providing a collaborative space where members can turn innovative ideas into products.
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) aimed at maximizing collaboration on engineering, science and technology-based projects with the objective of promoting innovation between the parties.
2. The parties agree to enter into this Memorandum of understanding setting forth the goals and expectation of each party.

**NOW THIS MOU WITNESSETH AS FOLLOWS;**

1. **STATEMENT OF INTENT**

This document is a memorandum of understanding between *'ZEOLF'* and *'FABLAB'* in relation to the collaboration of the parties in engineering, science and technology project(s). *ZEOLF* shall provide its extensive research expertise in the various aspects of the project(s) and manage project funding. *FABLAB* shall source funding for the project(s) and provide expertise in the non-research component of the project(s).

1. **SCOPE AND PURPOSE**

This MoU governs the relationship between the parties and outlines the way in which the parties shall collaborate for the purpose of fostering and promoting innovation during the term of this MoU.

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**

The parties have mutually agreed:

1. That a Party may develop project(s) for collaboration;
2. To source ZOELF services for project(s) requiring research;
3. That FABLAB shall provide its expertise in engineering, manufacturing and other non-research aspects of a project as may be required;
4. That *FABLAB* shall source and make application for project(s) funding on behalf of the Parties;
5. That *ZOELF* shall offer its knowledge and expertise in research, in relation to designated project(s) as may be requested by *FABLAB;*
6. That *ZOELF* shall administer project funds; provide all information and prepare all reports, including final report, required by the funding organization(s) on the projects.
7. To conduct joint public workshop session on research, fabrication, design
8. To facilitate and grant access to lab usage by parties’ researchers, employees, partners and representatives
9. **Formal agreement**

The Parties’ intentions expressed in this MoU will be the subject of future definitive agreement(s), which will contain detailed provisions stating the Parties’ rights and obligations including:

1. Detailed statement of work
2. Reporting
3. Funding arrangements, including sourcing and allocation of funds;
4. Remuneration
5. Exchange of materials, data, and software;
6. Compliance with laws and regulations and disclosures of conflicts of interest;
7. **INTELLECTUAL PROPERTY**

This clause is intended to be legally binding.

1. “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.
2. Parties hereby agree that ownership of intellectual property rights generated as a result of the collaboration under this agreement will vest and jointly be owned by the parties. With this regard, *FABLAB* shall own 40% while *ZEOLF* shall own 60% of the intellectual property developed from the collaboration under this agreement.
3. **CONFIDENTIALITY**

This clause is intended to be legally binding.

1. 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.
2. 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.
3. 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.
4. The obligation to protect this confidential information shall expire five (5) years from the date of expiration or termination of this MoU
5. **TERMINATION AND REVISION**
6. This MoU may be revised by amendment by mutual agreement between parties.
7. 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
8. **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**: This clause is intended to be legally binding.

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.

1. **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.
2. **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 FABLAB**

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

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

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

**Witnessed by:**

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

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

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

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

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

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

**Witnessed by:**

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

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