



**MEMORANDUM OF UNDERSTANDING FOR
INSTITUTIONAL COLLABORATION**

BETWEEN

UNIVERSITY OF RWANDA

AND

THE AMMBR RESEARCH LABS

AUGUST 2018

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This Memorandum of Understanding, hereinafter referred to as “MoU”, made on 01 August 2018 is entered between

University of Rwanda (UR)

P.O. Box 4285, Kigali, Rwanda

Phone:(+250)0789001218

Website: www.ur.ac.rw, e-mail:vc@ur.ac.rw ;

Hereinafter referred to as (UR),

Represented by Prof. Philip Cotton, Vice Chancellor

and

The Ammbr Research Labs (part of the AmmbrTech SCRL),

77 Victoria Road, Cambridge, England,

CB4 3BW, United Kingdom (“ARL”)

Represented by Dr. Arjuna Sathiaseelan, CEO

Each Institution “The Party” and all the Institutions “The Parties”

WHEREAS the University of Rwanda is a public institution of higher learning established by the Law N°71/2013 of 10/09/2013;

WHEREAS The Ammbr Research Labs (**Company number 11063994**) part of the AmmbrTech SCRL);

University of Rwanda (UR) and Ammbr Research Labs are thereafter collectively referred to as “both Parties”;

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 the University of Rwanda (UR) and Ammbr Research Labs have agreed to enter into this non-binding agreement that enables them to work together in the pursuit of the objectives set out herein.

AND WHEREAS University of Rwanda (UR) and Ammbr Research Labs with the objective of facilitating mutual friendship, academic, research and educational cooperation between the two institutions, here by conclude this Agreement

NOW THEREFORE this Memorandum of Understanding (MoU) sets out the intent of the working relationship between the parties as follows:

1. Purpose of the MoU

Ammbr Research Labs and UR through its College of Science and Technology, African Center of Excellence in Internet of Things (ACEIoT) have agreed for institutional collaboration in education and research. The primary objective is to promote interaction and collaboration between faculty, staff and students of the two institutions through visits and exchange programmes, carry out joint academic and

research programmes, joint supervision of doctoral and master's students on a reciprocal basis. The relationship also aims at enhancing the technological, social and cultural relations of both countries/states/regions. This document presents a general framework for such a relationship. It also includes some specifically identified areas of cooperation, which may be updated from time to time.

2. Coordination

Director of ACEIoT shall be the Coordinator from ACEIoT at UR-CST and **CEO of Ammbr Research Labs** shall be the Coordinator from the Ammbr Research Labs. The participants and Coordinators may change from time to time as decided by the appropriate authorities of the respective institutions.

3. Scope of Cooperation

1. The Ammbr Research Labs and the ACEIoT, University of Rwanda wishing to promote co-operation between the two organisations and in joint research collaborations, agree to explore:
 - a. the development of joint research activities;
 - b. facilitating pilot deployment trials of the Ammbr network platform and its ecosystem of services;
 - c. doctoral student training and development;
 - d. the exchange of information, including the results of research collaboration;

The areas of cooperation may be revised by mutual consent. However, specific programmes may require separate agreements detailed out and documented as annexures to this MoU.

4. Intellectual Property

Each institution will adhere to the intellectual laws of its nation intellectual property developed during the visit of an exchange student/researcher/faculty/staff will be governed by the rules of the host institute unless otherwise specified. The two institutions shall jointly own results of clearly defined collaborative projects and exchange programmes. This joint ownership also entitles each party to explore commercialization. However transfer of jointly developed technology and associated sharing of revenue shall be governed by a separate agreement.

Furthermore, if one institution receives any information from the partner under a clearly defined non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property received.

5. Future Steps and Finance

If these possibilities for collaboration appear to be feasible after further discussion between the parties and suitable funding sources are identified, it is proposed that negotiations should take place with a view to finalising the terms of such contractual arrangements between such parties as may be necessary and appropriate to put the proposal into effect.



6. Public Statements

The parties acknowledge the merits of positive publicity and either party can make relevant press announcements or public statements about the proposals or this MoU.

7. Legal Status

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

8. Validity

This agreement is valid for an initial period of five years 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 wishes to terminate the MoU, intimation will have to be sent at least six months in advance. However, specific commitments made prior to such intimation shall be honoured by both the partners.

9. Commencement

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

IN WITNESS WHEREOF The parties to this MoU through their duly authorized representatives have executed this MoU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MoU.

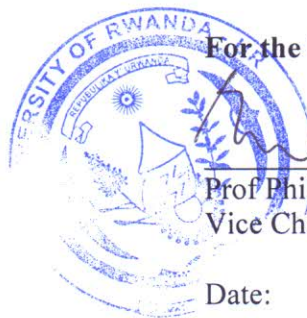
In witness to this agreement, the following individuals append their signatures:

For the Ammbr Research Labs



Dr. Arjuna Sathiaseelan
CEO

Date: 11/07/2018



For the University of Rwanda



Prof Philip Cotton
Vice Chancellor

Date:

