



**MEMORANDUM OF UNDERSTANDING OF**

**BETWEEN**

**UNIVERSITY OF RWANDA**

**AND**

**FIELD CLOUD**

**NOVEMBER 2017**

*Handwritten initials and a signature mark in blue ink.*

## Section 1. Parties to the MoU:

THIS MOU is entered into this 20<sup>th</sup> day of November 2017

BETWEEN

**The University of Rwanda** (hereinafter referred to as "UR") with its head office in Kigali, Kicukiro district, Rwanda, [www.ur.ac.rw](http://www.ur.ac.rw), P.O BOX 4285 Kigali, represented by Professor Philip Cotton, the Vice-Chancellor, on one part.

And

**fieldcloud SAS** (hereinafter referred to as "fieldcloud") a corporation (société par actions simplifiée) duly organized under French law with head office at 9 Chemin Jules Rey, 38700 La Tronche FRANCE (<http://fieldcloud.com>), represented by Mr. Matthew D. SMITH, the President of the company, on the other part;

## Preamble

Recognizing the importance of international collaboration to enhance the quality of Education in Rwanda.

The Parties Agree as follows,

## Section 2: Description of Parties

The UR is a singular, multi-campus institution offering a wide range of academic studies. As such, it provides opportunities for students to pursue a variety of programs - some that are quite specialized in nature, others that are multi-disciplinary and/or problem-based in focus - and to undertake their studies at different locations across the country, both through classes at designated campuses and through access to distance learning.

fieldcloud is a young company headquartered in Grenoble, South East France whose mission is to facilitate the creation of relevant, sustainable value for society at the convergence of technology, business and applications by harnessing the transformational power of emerging information and communication technologies. fieldcloud's portfolio of services include consulting, coaching and learning experiences to spur cross-functional collaboration and the hybridization of roles that span technology and management.

### Section 3: Coordination

**Professor Santhi Kumaran** shall be the Coordinator from UR and **Mr. Jean Poma** shall be the Coordinator from fieldcloud. The participants and Coordinators may change from time to time as decided by appropriate authority of the respective institutions.

### Section 4: Object of the MOU

The Parties recognize the benefits to be derived from increased collaboration, cooperation and interaction for the further promotion and understanding of emerging technologies in the field of ICT, IoT and Engineering (hereafter, collectively referred to as the "Field").

The purpose of this MOU is to define the areas for applied academic research and capacity building in which the Parties desire to work together in the future for their mutual benefit to foster a collaborative framework between UR and fieldcloud in the Field with a view to benefiting from each other's initiatives and working procedures and to support collaboration among the researchers and practitioners associated with both Parties.

This MoU establishes a relationship and a mechanism for cooperation and long-term collaboration between UR and fieldcloud that will continue to facilitate a transfer of knowledge and skills in the East Africa and Southern region (ESA).

### Section 5: Duration

This Memorandum of Understanding is valid for a period of Five (5) years starting from the date of its approval and signature by parties. This MOU may be renewed upon written approval of both parties. At the end of this period, the parties shall assess the achievements attained during the existence of this MoU and jointly recommend the way forward.

### Section 6: Obligations of the parties:

- (1) UR will;
  - a. Be the umbrella organization for fieldcloud activities in ACEIoT. In this regard, UR will exercise oversight of fieldcloud's relationship with ACEIoT of any concerns or changes in the National Education Guidelines/policies; and
  - b. Facilitate tax exemptions on custom duties and other taxes on goods, equipment and products directly linked to the implementation of fieldcloud-ACEIoT programs in accordance with the Rwandan Law.
  - c. UR will pay to fieldcloud for all ACEIoT activities done by fieldcloud and equipment purchased for ACEIoT.
  
- (2) fieldcloud will
  - a. Provide mentoring and training to assist ACEIoT in the establishment of the needed laboratory infrastructure to improve education for ESA citizens by offering (i) support to purchase laboratory equipment (ii) training of staff in laboratory techniques
  - b. Support ACEIoT to undertake high quality research and studies of all kinds.
  - c. Provide ACEIoT capacity development with the view that ACEIoT will remain present and active much longer than any one of its personnel.
  - d. Provide reports of all activities done to ACEIoT
  - e. Assist UR to establish and develop partner relationships with academic institutions and industry to secure access to new technology and know-how.

## **Section 7: Intellectual Property**

Each party will adhere to the intellectual laws of its nation. Except as specifically provided herein, each Party owns and retains all right, title and interest, worldwide, in any and all of its Intellectual Property preexisting before the effective date of this agreement.

- (1) fieldcloud shall own and retain ownership of any data, information, derivative works, work product or other Intellectual Property it creates, without any contribution from UR of any kind, hereunder.
- (2) UR shall own and retain ownership of any data, information, derivative works, work product or other Intellectual Property it creates, without any contribution from fieldcloud of any kind, hereunder.
- (3) All Intellectual Property jointly made, developed, conceived, first reduced to practice, fixed in any tangible medium of expression or created by UR and fieldcloud under this Agreement within the framework of clearly defined collaborative projects ("Joint Intellectual Property"), shall be the joint property of the Parties.
- (4) Transfer of jointly developed technology and associated sharing of revenue shall be governed by a separate agreement to assign Intellectual Property rights.
- (5) The Parties agree not to file any patent, trademark or copyright applications relating to such Joint Intellectual Property, without first notifying the other Party.

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

## **Section 8: Financing**

UR and their financial partners will consider allocating seed money to initiate this partnership. UR and fieldcloud will also approach their own governments, national & international funding agencies and industries. Special attention will be given to obtain additional funding and sponsorship from industry to support such collaborations.

UR and fieldcloud will consider undertaking joint efforts to development a sustainable business model for ACEIoT as a key enabler for the East and Southern Africa region (ESA).

## **Section 9: Amendments**

The parties to this MoU may amend and/or modify this MoU only by mutual written consent signed by both parties.

## **Section 10: Dispute Settlement**

The parties will make every effort to settle any possible disputes amicably through direct negotiations. In the event of failure to resolve their disputes amicably, the parties shall forward the dispute to an arbitrator agreed upon by both parties for resolution.

## **Section 11: Termination**

The party wishing to terminate this MoU may do so only after furnishing the other party with a 60-day notice detailing the reasons for such termination.

## **Section 12: Entry into force**

The present MoU shall come into force from the date of its signature by both parties.

