

MEMORANDUM OF UNDERSTANDING

BETWEEN



MURANG'A UNIVERSITY OF TECHNOLOGY

AND



ECOMOBILUS TECHNOLOGIES LIMITED

PREAMBLE

This Memorandum of Understanding (Hereinafter referred to as the Memorandum of Understanding (MOU) is made on the 10TH day of APRIL 2024

BETWEEN

MURANG'A UNIVERSITY OF TECHNOLOGY (MUT) established as a Public University under the Universities Act No. 42 of 2012 situated at Murang'a East, and of Post Office Box 75-10200, MURANG'A, within the Republic of Kenya (Hereinafter referred to as MUT) which expression shall where the context so admits include its successors and permitted assigns on one part.

AND

ECOMOBILUS TECHNOLOGIES LIMITED established as a Limited Liability Company under the Companies Act 2015 situated at Nairobi, and of Post Office Box 717-00600, NAIROBI, within the Republic of Kenya (Hereinafter referred to as ETL) which expression shall where the context so admits include its successors and permitted assigns on one part.

WHEREAS

1. MUT offers training and research in various disciplines which include but are not limited to Engineering and Technology, ICT, Business and Applied and Health Sciences. Murang'a University of Technology is also equipped with high caliber and diverse faculty. The university has special focus on power systems engineering, industrial automation and control, renewable energy technologies and advanced manufacturing among other key focus areas
2. ECOMOBILUS TECHNOLOGIES LIMITED brings innovative technology and skills in e-mobility engineering, lithium batteries, clean energy, and their application with key focus on engineering, production, training and capacity development, among others. The company has special focus on design and construction of electrical mobility including 2-wheelers (e-bicycles, e-motorcycles, and e-scooters, among others), 3-wheelers (electric tuk tuks and their adaptations), and 4-wheeled electric vehicles of different sizes. It also focuses on clean energy power generation and distribution in solar and wind, hydrogen and clean natural gas, among others. Further, to this the company designs innovative applications of the e-mobility and clean energy by advancing research and design of cost-effective and circular use of lithium batteries for e-mobility and clean energy, as well as other application areas. It also researches and designs industrial and agricultural technology automation that applies e-mobility and clean energy for sustainable development goals (SDGs).
3. Murang'a University of Technology and ECOMOBILUS TECHNOLOGIES LIMITED have decided to enter into an understanding and agree as herein contained:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1: OBJECTIVES OF THE MEMORANDUM OF UNDERSTANDING

- a) To boost and enhance development and industrialization through research, training, innovation, technological development, and commercialization in the areas of electrical, electronic, mechanical and mechatronics engineering and automation in the African region.
- b) Murang'a University of Technology to work together with ECOMOBILUS TECHNOLOGIES LIMITED to pursue design and development of industrial focused curriculum in e-Mobility, Clean Energy and Sustainability Development for the Kenyan and African market. To allow exchange of ideas and technology through sharing of facilities, knowledge and technology transfer that will include but not limited to laboratories, workshops and any specialized equipment.
- c) To enhance professional skills of staff and students through training, applied research, interactions and exchange of experiences and information.

ARTICLE 2: GENERAL PROVISIONS

a) Relationship between the parties

- i. Nothing contained herein shall be construed as establishing a relationship of Agent and Principal or Master and Servant between the parties.
- ii. Each party is independent and shall have full control of its operations and undertakings and shall have full responsibility for activities and duties carried by it and on its behalf.

b) Good faith and fairness

- i. The parties undertake to act in good faith with respect to one another's rights and obligations under the objectives of this MoU.
- ii. The parties, their representatives, their researchers and personnel shall not, either during or after the term of this MoU, disclose any proprietary information relating to the undertaking by the both parties and one another's operations without the consent of the other party.
- iii. The parties recognize the impracticality of providing for every contingency, which may arise during or after the life of the MoU and hereby agree to operate fairly and without detriment to the interests of any of them.

c) Notices, Request or Consent

- i. Any notice, request or consent required or permission to be given or made pursuant to this MoU shall be in writing.
- ii. Any such notice, request or consent shall be deemed to have been given or made when delivered either in person to the authorized representative at the Head

Office of the party to whom communication is addressed or when sent by registered mail or by fax or by email to such party at the following address:

- Murang'a University of Technology (MUT), Post Office Box 75-10200, Murang'a, Kenya and;
- Ecomobilus Technologies Limited, P.O. Box 717-00600, Nairobi, Kenya.

ARTICLE 3: AREAS OF COLLABORATION

That the institutions will collaborate in the following areas;

- a) Sharing of Equipment and Facilities.
- b) Training and Certification.
- c) Exchange and Dissemination of Information.
- d) Joint Exhibitions, Conferences, Seminars and Innovation days.
- e) Research, Innovation, Technology Development and Technology Transfer.
- f) Institutional Capacity Building.
- g) Commercialization and Marketing of Products and Services.
- h) Joint consultancy

ARTICLE 3.1: SHARING OF PHYSICAL FACILITIES

The organizations do agree: -

- a) To support the Sharing of Electrical, Electronics, Mechanical, Mechatronics, Industrial Automation and Civil Engineering Laboratories at MUT and those accessible to ETL.
- b) To share suitable facilities for research and development WITHOUT charges of Fees, Remuneration, insurance, security and access protocols and any incidentals, EXCEPT where at on-set of a project a joint agreement is written on mutually agreed costs for the purposes of implementing objects of the collaboration.
- c) To permit researchers carrying out activities for purposes of this MoU to use the existing facilities provided there is mutual agreement between the parties that the use of the facilities will not operate as a right to pass title thereof to either party or any other person using the facilities notwithstanding that the parties or any such other person may be required to meet the cost of maintenance of the facilities.
- d) That equipment and materials procured for joint research activities and from resources set aside or intended for such activities shall be used primarily for the intended activities.
- e) The ownership of the equipment acquired through donation or otherwise in the course of the collaboration shall be decided upon at the time of its acquisition.
- f) To undertake for themselves, their agents and/or servants to observe all rules and regulations and if need be, make further rules governing the use of their respective

facilities including laboratories and workshops where such facilities are used for conducting any of the functions of this collaboration.

- g) To equally share both in the gains and losses of commercialized joint inventions/patents and other joint income-oriented activities arising from the MoU. Each party to keep each other fully and properly indemnified at all times against all damages to or losses of any of their respective facilities resulting from the fault of their respective agents and / or servants.

ARTICLE 3.2: TRAINING AND CERTIFICATION

The institutions hereby agree to:

- a) Jointly development of Training and Certification Program.
- b) Jointly deliver the Training and Certification Program.
- c) Jointly write research proposals for funding and carry out research in this area.

ARTICLE 3.3: EXCHANGE AND DISSEMINATION OF INFORMATION

The parties shall: -

- a) Share information in form of research reports, production manuals, market data and industrial analysis, case studies, academic papers and publications, and library materials for research, designs and development, among others.
- b) Jointly publicize information relating to research, production and innovation.
- c) Work out modalities of exchange of such information as long as it does not violate the provisions of Intellectual Property Governance.

ARTICLE 3.4: JOINT EXHIBITIONS, CONFERENCES, SEMINARS AND INNOVATION DAYS

The parties shall undertake to hold joint exhibitions, conferences and seminars which will help facilitate:

- a) Invitations to each other for conferences, seminars or other relevant functions.
- b) Establishment of technology data bank for technologies developed out of this partnership.
- c) Joint publications of the seminar and conference proceedings
- d) Exchange and dissemination of information, products/services through Exhibitions.
- e) Joint hosting of innovation days.

ARTICLE 3.5: RESEARCH, INNOVATIONS, TECHNOLOGY DEVELOPMENT AND TECHNOLOGY TRANSFER

- a) The two organizations shall collaborate in the conduct and promotion of research, development and innovations in areas of common interest.

- b) The institutions shall jointly develop research proposals in areas of special importance to their mandates and seek sources of funding for such proposals.
- c) The institutions shall encourage technology transfer among the two institutions.
- d) Technology jointly developed and owned under this MOU shall not be transferred to a third party without the written consent of the two institutions.
- e) Technology transferred from one institution to the other, which is not jointly owned, should be used for the intended purpose and should not be passed on to a third party without written authority of the originating institution.

ARTICLE 3.6: CURRICULUM DEVELOPMENT

The two institutions will be involved in:

- a) Curriculum development and review in relevant courses for the advancement of the objects of this MoU.
- b) Development of special tailor-made courses to suit the target market requirements.

ARTICLE 3.7: COMMERCIALISATION AND MARKETING OF PRODUCTS AND SERVICES

The two institutions agree to jointly undertake commercialization and marketing of products and services developed under this MoU.

ARTICLE 3.9: JOINT CONSULTANCY

The two institutions may undertake mutually beneficial consultancy activities.

ARTICLE 4.0: INTELLECTUAL PROPERTY RIGHTS

- a) For purposes of this MoU, IP shall be taken, without limitation, to mean Intellectual Property Rights (IPR), unpublished patent applications, and any other inventions, improvements, and/or discoveries that may or may not be legally protectable, including all know-how, trade secrets, research plans and research results, reports, statistical models, computer programmes, product ideas, etc. IPR will be taken to mean, without limitation to tangible property such as computer software, architectural designs and teaching or learning modules or aids.
- b) In the course of collaboration participating individuals from both parties using proprietary materials and technologies acquired by either party shall adhere to intellectual property (IP) protection policies pertaining to the relevant technologies and of each of the parties herein.
- c) All Industrial and/or Intellectual Property resulting from any form of collaboration shall be jointly owned and managed by MUT and ETL all elements of disclosure shall be within and in accordance to the rules and or policies of disclosure so agreed on by mutual consent in writing.

- d) Protection of innovations, research products (through patents, industrial designs, copyrights, or other IPRs) accruing from joint collaboration between MUT and ETL shall be done jointly following consultations with the relevant Industrial Property Institute of the country on proprietary rights and further in accordance with the Kenyan law in force and prevailing at any given time.
- e) Any specialized programme developed jointly pursuant to this Collaboration shall remain the joint property of MUT and ETL, and neither party shall disclose or enter into any collaboration with a third party for the purpose of delivery of the same within the MoU period.

ARTICLE 5.0: CONFIDENTIALITY AND ANNOUNCEMENTS

- a) Each of the parties shall keep confidential and shall not disclose to any other parties, nor use for any purpose except the purposes of the collaboration any information obtained from the other party as a result of negotiating, entering into or implementing the collaboration other than information which: -
 - i. Is required to be disclosed by operation of law or by any binding judgment or order or any requirement of a competent authority.
 - ii. Is reasonably required to be disclosed in confidence to a party's professional advisers for use in connection with the collaboration and/or matters contemplated herein.
 - iii. Is or comes within the public domain (otherwise than through the default of the recipient party)
- b) No public announcement or press release in connection with the subject matter of this Memorandum of Understanding shall be made or issued by or on behalf of either party without the prior approval of the other, except such as may be required by law or by any governmental authority.

ARTICLE 6.0: STATUS OF PARTIES IN THE COLLABORATION

- a) The relationship between the parties hereto and to each other is that of independent contractors. Hence, this MoU shall not be deemed to create any joint venture, joint liability, partnership, association or company of any sort between the parties, nor shall any party be deemed an agent of the other.
- b) Subject to the foregoing clause (a), the parties agree that either is at liberty to pursue and establish other cooperation with other persons in pursuance of the same objects set out in the scope of cooperation provided that such cooperation's shall not in any way act to the detriment of any on-going act, project and/or activity initiated under this agreement.

ARTICLE 7.0: ASSIGNMENT

- a) Neither party shall assign, transfer, pledge or make other disposition of the benefits of this MoU or any part thereof, or any of its rights, claims or obligations under this MoU except with prior written consent of the other party.

- b) Except as expressly provided herein none of the terms of this MoU are intended to confer any benefit to any third party and the terms of this MoU may only be enforced by the parties hereto.

ARTICLE 8.0: LIABILITY AND INDEMNITY

- a) Each Party shall be solely responsible for payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of this MoU.
- b) Each Party agrees to indemnify the other party against, and to hold it harmless from, any claim for damages, demand for performance or any other matter or thing arising out of any act or omission of such party, its employees or agents with respect to this MoU including all claims, loss costs, damages and expenses, including advocate's fees made against or incurred by the other party in any proceedings instituted against such party in connection with the acts or omissions of the other party as the case may be under this MoU.

ARTICLE 9.0: COMMENCEMENT, DURATION & RENEWAL

- a) This MoU shall become effective upon execution by both parties.
- b) This MoU shall be for an initial term of five years.
- c) This MoU will be renewed at the end of the five (5) - year term unless one or both parties propose otherwise.
- d) Both parties shall be entitled to send a written notice as well as to consult each other at least six months before it lapses as to whether or not they wish to renew or terminate the memorandum upon the lapse of the five (5) year term period.

ARTICLE 10.0: TERMINATION

- a) Notwithstanding the clauses under 9 in the foregoing and subject to clause hereunder, this MoU may be terminated at the instance of either party by giving a six (6) months' prior notification of its intention to terminate this agreement whereupon the same shall terminate upon the lapse of the six months and upon a written confirmation by the party issuing the notice that the same stands terminated or upon a written acceptance by the other party whichever is earlier. In such cases, both parties shall be open to discussing the matter at hand with the view to reaching a more favorable outcome.
- b) Notwithstanding any form of termination as aforementioned, all on-going programmes and any existing obligations shall continue until completion or satisfaction notwithstanding the termination.

ARTICLE 11.0: FORCE MAJEURE .

- a) Either party shall promptly notify the other party in writing, of any situation or event arising from circumstances beyond their control. Which they could not have foreseen and which make the performance of all or part of the parties' obligations under this contract impossible. Upon notification of the occurrence of such a situation or event,

the performance of this contract shall be deemed to be postponed for a period equivalent to that caused by the Force Majeure and a reasonable period thereafter shall be allowed for remobilization to continue the performance of the contract.

ARTICLE 12.0: AMENDMENTS

- a) Amendments to the agreement may be initiated by either party and same may be made by an exchange of correspondences emanating from the duly authorized representatives in an appropriate form of communication.
- b) Such amendments once approved by both parties, shall become effective immediately and form part of this Memorandum of Understanding unless expressed otherwise.

ARTICLE 13.0: TRANSACTION COSTS

Each party shall be responsible for its own costs and expenses incurred in connection with the drawing and completion of this MoU and the negotiation and formalization of any definitive legal agreements and other transactional documents made pursuant to this MoU.

ARTICLE 14.0: RESOLUTION OF DISPUTES

- a) The parties agree that they will use their best efforts to resolve amicably all disputes arising out of or in connection with this agreement or in its interpretation. However, in the event that no solution is arrived at after four (4) meetings between the parties herein from the date of notice of such dispute, the same shall be referred to a single arbitrator.
- b) The Arbitrator shall be appointed by mutual consent of the parties hereto. If the parties fail to agree on the Arbitrator, they shall refer the matter to the Chairman of the Chartered Institute of Arbitration who shall appoint an Arbitrator in accordance with the provisions of the Arbitration Act, Act No 4 of 1995 of Laws of Kenya or any statutory modification or re-enactment thereof.
- c) Such Arbitration shall take place at a location to be agreed upon by the parties and within Kenya and every award made under this Clause shall be subject to and in accordance with the provisions of the Arbitration Act 1995 (Act No. 4 of 1995) or any statutory modification or re-enactment thereof or such other Act or Acts for the time being in force in Kenya in relation to arbitration and the Rules of Arbitration of the Institute.
- d) To the extent permissible by law the determination of the Arbitrator shall be final and binding upon the parties.

ARTICLE 15.0: SERVICE OF NOTICES

Any notice required to be given hereunder shall sufficiently be served on the other if forwarded through either of the following means: -

- a) Forwarded through registered post to its last known address in Kenya and shall be sufficiently served upon lapse of seven (7) days after date of postage.

- b) Forwarded to the email addresses: -vc@mut.ac.ke on the part of the Murang'a University of Technology and to info@ecomobilus.co.ke on the part of Ecomobilus Technologies Limited and such notices sent to the said addresses will be deemed to have been served upon lapse of three (3) days following the day the same were sent.

ARTICLE 16.0: AUTHORIZED REPRESENTATIVES

Any action required or permitted to be taken and any document required or permitted to be executed under this MoU may be taken or executed:

- a) On behalf of the Murang'a University of Technology by the Vice Chancellor, or his/her appointee.
- b) On behalf of Ecomobilus Technologies Limited by the Chief Executive Officer, or his/her appointee.

ARTICLE 17.0: ENTIRE AGREEMENT

Unless expressly referred to herein, this MoU supersedes all prior negotiations, agreements, and undertakings between the parties with respect to this matter. To this end, the MoU constitutes the entire agreement between the parties.

ARTICLE 18.0: GOVERNING LANGUAGE

- a) The MoU shall be written in English language.
- b) All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

ARTICLE 19.0: APPLICABLE LAW

The contract shall be interpreted in accordance with the Laws of Kenya.

IN WITNESS WHEREOF the parties hereto set their respective hands in the manner and on the day and year hereinafter below:

The Common **Seal** of **MURANG'A UNIVERSITY OF TECHNOLOGY** was hereunto affixed

Name..... Prof. Dickson Nyariki
Designation..... Vice Chancellor
Address..... 75-10200, Muranga
Signature..... [Signature]
Date..... 10.04.2024

Witnessed By:

Name..... Prof. Prisca Tuitiek

Designation DVC - ARSA
Address Box 75-10200 Muranga
Signature *[Signature]* 10/4/2024
Date 10/04/2024

In the Presence of:

Name Budget Officer
Designation Legal officer
Address 75-10200, MURANG'A
Signature *[Signature]*
Date 10.04.2024

Sealed with the Common Seal of ECOMOBILUS TECHNOLOGIES hereunto affixed

Name PROF. GEOFFREY GITAU
Designation CHIEF EXECUTIVE OFFICER
Address 717-00600 NAIROBI
Signature *[Signature]*
Date 17/04/2024

Witnessed By:

Name Paul M. Waweru
Designation COO (CHIEF OPERATIONS OFFICER)
Address 717-00600 NAIROBI
Signature *[Signature]*
Date 17/04/2024



In the presence of:

Name
Designation
Address
Signature
Date 26/05/2024

