

MEMORANDUM OF UNDERSTANDING

Between

CRESCENT INNOVATION & INCUBATION COUNCIL [CIIC]

BSA Crescent Institute of Science & Technology
Seethakathi Trust, GST Road
Vandalur, Chennai 600 048
Tamil Nadu, India

SME GROWAFRICA

[SMEGHA] Change to [SMEGA]
Bk 11 Mensah Sabah Road Kokomlemle
Accra, Ghana

THE KNOWLEDGE HUB

[TKHub]
PO Box CT 8712, Cantonments
Accra, Ghana

On
6th January 2022

This Memorandum of Understanding has been agreed on 6th January 2022 between

- (1) Crescent Innovation & Incubation Council (CIIC)** has been established as a Section-8 not for Profit Company and will act as a "One Stop Shop – Technology Business Incubator (TBI)" for Start-ups. CIIC facilitates entrepreneurial & innovative ecosystem to all the stakeholders including the students, faculty, industry, investors and society at large. CIIC is presently focusing on the disruptive technologies in the domains of Industry 4.0, Life Sciences & Mobility Transportation. CIIC has setup 25,000 sqft state-of-art facility for start-ups. CIIC is an innovation ambit of B.S. Abdur Rahman Crescent Institute of Science and Technology, Chennai having its establishment at Seethakathi Estate, Chennai, Tamilnadu 600048, India (hereinafter referred as “**CIIC**”)

- (2) SME GrowAfrica (SMEGA)** is a social Enterprise development organization established to advance the general growth of Small and Medium Enterprises (SMEs) and Start-ups, started in 2013, believes in nurturing & supporting enterprises and entrepreneurs, recognizing and rewarding their ongoing efforts as well as availing interventions to improve their capacities with the right systems and structures. SMEGA strives to empower SME businesses through knowledge sharing, business linkages, advocacy, and stakeholders’ engagement. SMEGA is established in incorporated under the laws of Ghana, having its principal place of business situate at Bk 11 Mensah Sabah Road Kokomlemlle, Accra, Ghana (hereinafter referred to as “**SMEGA**”),

AND

- (3) The Knowledge Hub (TKHub)** a project incubated under Arima Holdings Ghana Limited, incorporated in Ghana, under the Companies Act 1963 (Act179) with a vision to “Connect Knowledge Seeker and Knowledge Provider”. The Knowledge Hub focuses on developing innovation par excellence, is a multidisciplinary educational hub hosting branches of world-class universities and educational institutions, each to participate with programs in their areas of strength, providing an intellectually stimulating, enriching, and credible Knowledge experience established at PO Box CT 8712, Cantonments, Accra, Ghana (hereinafter termed as “**TKHub**”).

The purpose of this collaboration is:

A. Broad Objectives

- (1) Business 2 Business (B2B) Networking / Investment Platform
 - (a) SMEGA and TKHub will promote and build B2B network for the CIIC startups in African countries for a mutually agreed service fee based on the scope of work. Likewise, CIIC will support African startups in India.
 - (b) SMEGA and TKHub will support in raising investment for CIIC startups in the African countries on the mutually agreed retainer and success fee based on the scope of work. Likewise, CIIC will support African startups in India.



- (c) SMEGA, TKHub and CIIC will work with SMEGA local intuitional partners to develop and implement CIIC incubation programs for young start-ups and entrepreneurs.

(2) Joint Programmes & Activities

- (a) CIIC , SMEGA and TKHub will work together to promote entrepreneurship in the specific geographic location i.e African countries as referred by SMEGA and TKHub and India as referred by CIIC. To achieve this both Partners will conduct joint programs to train/ empower entrepreneurs to set up or expand their businesses through awareness, training, roadshows and other programs.
 - (b) CIIC, SMEGA and TKHub will jointly organize mentoring programs for startups by accessing the eminent pool of mentors in the three parties.
 - (c) The Partners intend to enter into project-specific agreements for cooperative scientific and technical activities conducted pursuant to this MoU. Such agreements shall include detailed provisions for the budget, conduct of research and other terms as appropriate.
- (3) Any other related issues can be directly taken up by either of the partners according to convenience for devising suitable processes in order to promote/encourage a greater number of entrepreneurs.

B. Mode of Operation

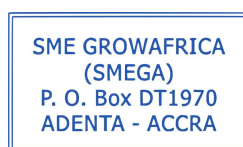
Each Party will provide a member, who will be designated as the Single Point of Contact (SPOC) for the coordination role for all programs/ activities organized under this MoU.

C. Intellectual Property and Confidentiality

- (1) In respect of each project and programme of co-operation, The Parties shall negotiate and mutually agree in writing on their respective rights to intellectual Property and commercial exploitation of the same (including without limitation, trademarks and service marks, copyrights, patents, designs and confidential information pertaining thereto)
- (2) Neither Party shall, at any time disclose to any third party any confidential information of the other Party which is acquired in the course of activities under this MoU, a collaborative project or programme, without the prior consent of the other Parties in writing.

D. Duration, Amendment and Termination

- (1) This MoU shall be valid for a period of three years (3) from the date of its signing. During the period of its validity, this MoU can be amended at any time by mutual consent of the Parties. Any of the Parties can terminate this MoU by giving advance written



notice of six (6) months and without jeopardizing the coursework or research of any Party.

- (2) At the expiry of this MoU, the Parties shall negotiate and execute a formal agreement to cover their relationship.

E. Arbitration / Jurisdiction

Any dispute or differences arising out of interpretations of the clauses listed above shall be resolved by mutual consultation and if the mutual consultation fails, shall be settled as per the provisions of the Rules of Arbitration in the International Chamber of Commerce, London .

F. Notices

Any notice required to be given under this MoU shall be in writing and shall be deemed to be given when delivered personally, by registered post or courier or email to the following addresses of the Parties, any changes in the information will be communicated to all parties in writing;

To CIIC

Attn : M. Parvez Alam, CEO
Address : CRESCENT INNOVATION & INCUBATION COUNCIL [CIIC]
BSA Crescent Institute of Science & Technology, Seethakathi Trust,
GST Road, Vandalur, Chennai 600 048, Tamil Nadu, India
Email : ceociic@crecident.education

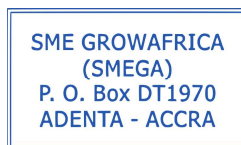
To SMEGA

Attn : Kwesi Ofori Jnr, Founder
Address : SME GrowAfrica (SMEGA) Bk 11 Mensah Sabah Road Kokomlemle,
Accra, Ghana PO Box DT 1970 Adenta
Email : kwesi@smegrowafrica.org

To TKHub

Attn : Saalai Manikam
Address : The Knowledge Hub (TKHub) PO Box CT 8712, Cantonments, Accra,
Ghana
Email : info@tkhub.online

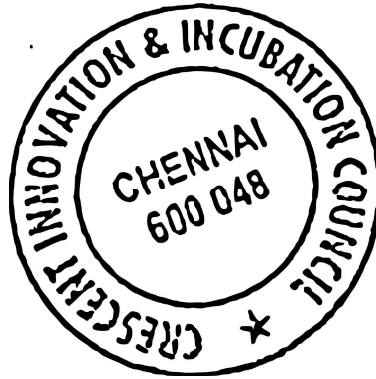
IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed as of the date stated above.



For Crescent Innovation & Incubation Council [CIIC]



M Parvez Alam,
Chief Executive Officer / Director - EDC

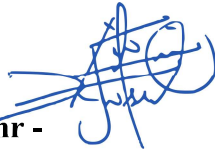


Witnesses:

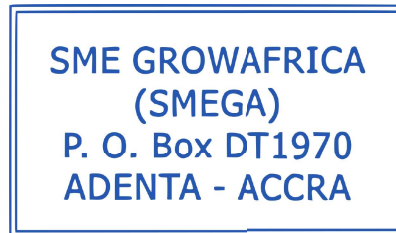


Nisha Mukund
Technical Manager

For SME Grow Africa (SMEGA)



Kwesi Ofori Jnr -
Co-founder / CEO



Witnesses:



Richard Norgah
Co-founder / Executive Director

For TKHub - The Knowledge Hub



Saala Manikam,
Conceptor / Founder



Witnesses:



Jignesh Viradia
Co-Founder / International Relations