
MEMORANDUM OF UNDERSTANDING BETWEEN



**FEDERAL UNIVERSITY OF
TECHNOLOGY, MINNA, NIGER
STATE**

&



BIOCentar

inkubacijski centar
za bioznanosti

**BICRO BIOCENTRE LIMITED
LIABILITY COMPANY, Zagreb, Croatia**

This Memorandum of Understanding (MoU) is made and entered into between BICRO BIOCENTRE Limited Liability Company, Zagreb, Croatia (hereinafter called BICRO BIOCENTRE) and the Federal University of Technology Minna (hereinafter called FUT Minna), a public Institution of the Federal Government of Nigeria located in Minna, Niger State, Nigeria. BICRO BIOCENTRE and FUT Minna shall be referred to individually as "Party" and collectively as the "Parties".

PREAMBLE

WHEREAS, BICRO BIOCENTRE is a Limited Liability Company for transfer and commercialization of biotechnology, located at Borongajska cesta 83 H, 10 000 Zagreb, Croatia, VAT ID: 47298210538, Registration no.: 27801194, registered with the Commercial Court in Zagreb, CRN: 080766776.

WHEREAS, The Federal University of Technology, Minna (FUT Minna) is a teaching and research institution established by the Federal Government of Nigeria in 1983, under the supervision of the National Universities Commission (NUC) with the mandate of producing highly qualified science and technology manpower. In its bid to support Research, Project and Staff Development and growth in the educational sector in Nigeria, has articulated an infrastructure and development project to increase their cooperation in the training of manpower and joint collaborative research in the Country.

NOW THEREFORE, in consideration of the foregoing, the mutual benefits to be derived by both Parties and the mutual covenants contained herein, the Parties agree as follows:

ARTICLE 1: PURPOSE OF THE AGREEMENT

The general purpose of this MoU is to establish cooperative relations between BICRO BIOCENTRE and FUT Minna in the areas of research and training and will therefore agree on general conditions of cooperation. BICRO BIOCENTRE and FUT Minna further agree as follows:

ARTICLE 2: SCOPE OF THE COOPERATION

- 2.1 The parties agree to establish a framework for collaborative effort between the parties in the area of research, training, capacity building and subsequent collaborations that would be of mutual benefit to the two Parties.
- 2.2 Both parties agree to extend their cooperation to research areas that can support each other's mandates.
- 2.3 Both parties agree that projects embarked upon may be continued and renewed by mutual consent.

ARTICLE 3: GENERAL AREAS OF THE COOPERATION

Both Parties agree to promote cooperation through a broad range of strategies and shall endeavour to develop the following areas of cooperation:

- 3.1 Mutual exchange of information through lectures and presentations.
- 3.2 Joint participation and use of the obtained results in international, domestic and internal scientific research and development projects.
- 3.3 Exchange of institution's members.
- 3.4 Coordination of technical assistance, research and other activities.
- 3.5 Joint collaboration in creating projects and applying to various funding sources.
- 3.6 Joint participation in the organization of professional and scientific gatherings.
- 3.7 Promotion of joint scientific activities such as seminars and conferences.
- 3.8 Cooperation in publishing scientific/professional magazines, books and other publications.
- 3.9 Any other area that may be considered by both parties as beneficial.

ARTICLE 4: FINANCIAL ARRANGEMENTS

- 4.1 This MoU is neither a fiscal nor a fund obligation document and neither party, by entering into and performing under this MoU, shall become agents of the other or be liable for any existing or future obligations, liabilities, or debt of the other.
- 4.2 If, with the consent of the signatories, such obligations are nevertheless established, they will be separately regulated in accordance with the applicable regulations. Any specific cooperation will, in case of need, be specified in separate contracts.

ARTICLE 5: ADMINISTRATION

- 5.1 The terms and conditions of activities and joint projects pursuant to this Agreement, as well as the required budget for implementation will be developed by a program coordinator designated by each Party to assure conformity with the aims and purposes described herein and set forth in Article 3 above.
- 5.2 Such terms and conditions shall be discussed and agreed upon in writing by the parties in specific contractual instruments prior to the initiation of the particular project or activity, and such programme and activity shall be negotiated and accomplishments reported.
- 5.3 The officers, agents and employees of BICRO BIOCENTRE and FUT Minna participating in the identified area of cooperation shall remain the officers, agents and employees of their respective institutions.

ARTICLE 6: FREEDOM OF INTERACTION

- 6.1 Personnel from both parties shall have adequate access to Research and Development (R&D) facilities at each party's location. The usage of the facilities will be determined based on the availability and project requirements.

ARTICLE 7: COMPLIANCE WITH LAWS

The parties agree to comply with all laws and regulations of both Countries which are now or may become operational in the course of this MoU. If either Party is required to pay any fine or penalty resulting from other Party's failure to comply with such laws, rules or regulation, the Party failing to comply will immediately reimburse the other for such payment.

ARTICLE 8: WHOLE AGREEMENT AND AMENDMENTS

- 10.1 This MoU constitutes the whole agreement between the parties relating to the subject matter hereof. The work and services required herein shall not be transferred or assigned by any party without the prior written consent of the other party.
- 10.2 No amendment or consensual cancellation of this MoU or any provision or term thereof or any agreement, and no settlement of any disputes arising under this MoU and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this MoU or of any agreement, or other document issued pursuant to or in terms of this Agreement is binding unless recorded in a mutually agreed upon written document signed by the parties.
- 10.3 Any amendments to this Agreement shall be submitted for negotiation as the nature of the proposal demands. Any amendments shall be by mutual consent, executed by both parties, and attached as an addendum to this agreement. Any activity proposed or in progress is subject to the availability of resources.

ARTICLE 9: MUTUAL

Each party agrees to nominate the following authorized representatives as the primary point of contact for the accomplishment of the objectives of this MOU:

FUT Minna:

Prof. Hussaini Anthony Makun
Centre Leader, ACEMFS
Federal University of Technology, Minna
Gidan-Kwanu, Minna- Bida Road.
P.M B 65
Minna
Nigeria
+2348035882233
Email: hussaini.makun@futminna.edu.ng

BICRO BIOCENTRE:

Marija Lovrić, PhD
Director
BICRO BIOCENTRE Ltd.
Borongajska cesta 83 H
10000 Zagreb
Croatia
+38516458641
Email: marija.lovric@biocentre.hr

ARTICLE 10: DURATION OF THE AGREEMENT

This Agreement will be effective from the date of signature of both parties for an initial period of Three (3) years. Subject to the mutual written consent of both parties, the Agreement may be

renewed for an additional period of Three (3) years prior to the expiration date and such renewal shall be based on predetermined performance measures and outcomes for each program, project or any work performed.

IN WITNESS WHEREOF, the authorized representative(s) of the Parties have executed this Agreement on this 4th day of June 2024


BICRO BIOCENTRE Ltd.
Zagreb, Croatia


Marija Lovrić, PhD
Director



Date: 04/06/2024

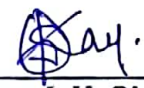
Federal University of Technology, Minna,
Niger State


Professor Farouk Adamu Kuta
Vice-Chancellor

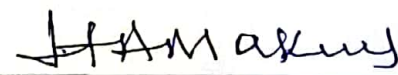
Date: 05/06/24


Mr. Amos N. Kolo
Registrar

Date: 05/06/24


Professor I. K. Olayemi
Director, Directorate for Collaboration,
Affiliation and Linkages

Date: 05/06/2024


Prof. Hussaini Anthony Makun
Centre Leader, ACEMFS

Date: 05/06/2024