

MEMORANDUM OF UNDERSTANDING

BETWEEN

SSS TRADE CZECH REPUBLIC

s.r.o.

AND

NATIONAL AGENCY FOR SCIENCE AND  
ENGINEERING INFRASTRUCTURE (NASENI)

FOR

COLLABORATION ON RESEARCH, ENGINEERING  
DEVELOPMENT, DESIGN, MANUFACTURING  
ACTIVITIES AND CONSULTATION IN NIGERIA AND  
CZECH REPUBLIC

THIS MEMORANDUM OF UNDERSTANDING is made this 13<sup>th</sup> day of May 2014.

BETWEEN

SSS TRADE CZECH REPUBLIC s.r.o. of Tylova 112, 53303, Dašice, Czech Republic (hereinafter called SSS Trade)

AND

The "NATIONAL AGENCY FOR SCIENCE AND ENGINEERING INFRASTRUCTURE OF NIGERIA", Idu Industrial Layout, Idu-Abuja, a parastatal of the Federal Ministry of Science and Technology, Abuja (hereinafter called NASENI), for and on behalf of the Federal Government of Nigeria, hereafter both jointly referred to as the Parties.

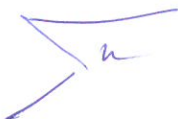
WHEREAS:

(A) NASENI:-

Its mandate amongst others include to establish and nurture an appropriate and dynamic science and engineering infrastructure base, for achieving home initiated and home sustained industrialization through the development of relevant processes, capital goods and equipment necessary for job creation, national economic wellbeing and progress.

(B) SSS TRADE:-

Its mandate among others is to cooperate with Companies, Institutions and Establishment with the target to help in the development of a country's economy by proxy connections and by



liaisons with top of the range trade Companies on their own technological development.

- (C) Parties are desirous of collaborating in the areas of Engineering, Design and Manufacturing activities

#### NOW IT IS HEREBY AGREED AS FOLLOWS:

In consideration of the obligation of both Parties herein undertaken to provide in furtherance of their respective statutory obligations and functions, each party hereby agrees to be bound by the terms of this MoU as contained in the Articles hereunder and stated as follows:-

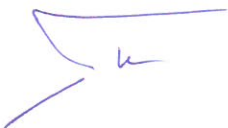
#### ARTICLE 1

##### SCOPE OF COOPERATION

Confirming their common interest in research and development in the areas of Engineering, Design and manufacturing, technical training and consultation between the parties based on the principle of equality, mutual benefit and in respect of their sovereignty

The Parties shall cooperate in the following areas;

1. Provision of;
  - a. Technical and consultancy services in the establishment of facilities to support applied research, experimental development and innovation.
  - b. technical support for cooperation and communication between Research Organizations and the private sector
  - c. technical support and infrastructure to increase number of R & D products output and enterprise development.
  - d. support for the Development and maintenance of power and electrical equipment and their production systems for transfer of these to private sector satellite industries.
  - e. Provide research and development (R&D) support and manufacturing of heavy equipment components for railway operations, agro-allied



equipment such as tractors and spare parts, Integrated Flour Processing Plant, Silos, etc.

f. support for projects and applied research work with potentials resulting in products with high potentials for application in new products development, manufacturing systems and services

## 2. Capacity building and Training

a. For engineering design and development as well as green design and application

b. For researchers and supporting staff as well as users of project results especially in the legal field, finance/accounting, protection of IPR, public procurement and others.

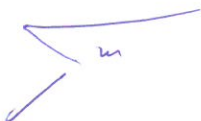
f. for design, development , production and maintenance of equipment and machineries for the extraction and processing ,of solid mineral

g. in the energy sector.

h. for the design, development, production, deployment and maintenance of Small Hydropower (SHP) Turbines

i. development of agricultural technologies, specifically in production of simple agric equipment adaptable by small scale farmers and food processing equipment for small-scale production.

3. Other forms of cooperation as agreed by the Parties, including meetings, joint events, and publications.



## ARTICLE 2

### RIGHTS AND OBLIGATIONS OF THE PARTIES

1. The Obligation of SSS TRADE and NASENI would be defined specifically in each activity within the scope of the MoU
2. Activities under this MoU are subject to and dependent upon the availability of the Parties' appropriate funds, personnel, and equipment
3. Any other financial arrangement will be negotiated on a case basis as permitted by relevant laws and regulations.

## ARTICLE 3


### IMPLEMENTING ARRANGEMENT

1. Each cooperation activity under this MOU shall be defined in due course in written Implementing Arrangements, which shall consist of term of reference, and feasibility, in which specify the contact person, work, duration, cost, funding scheme, and any other necessary terms of cooperation activities

## ARTICLE 4

### PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. Parties to this MOU are deemed to own the Intellectual property in use in pursuance of this MOU and lawfully entitled to the use of same and parties hereby agree to indemnify and hereby indemnify the other parties in the event that such use is found to infringe on the Intellectual Property Rights of a 3<sup>rd</sup> party.
2. Any intellectual property, data and information resulting from activities under this MoU shall be jointly owned by the Parties.
3. Either Party shall be allowed to access and use such intellectual property rights referred to in Article 4 paragraph 1 hereabove, for



the purpose of maintaining, adapting, and improving the relevant property rights, data and information resulting from activities under this MOU. If used for commercial purposes by one Party, the other party shall be entitled to the royalties from the exploitation of such property on the basis of principle of equitable portion.

4. The protection and exploitation of any intellectual property arising from the activities under this MoU shall be concluded and detailed in specific project arrangement.

## ARTICLE 5

### CONFIDENTIALITY

1. Each Party shall undertake to preserve the confidentiality and secrecy of documents, information and other data received or supplied to other Party during and after the period of the implementation of this MoU or any other agreements made pursuant to the MoU.
2. The provision of this article shall not prejudice the prevailing laws and regulations of the Parties.

## ARTICLE 6

### LIMITATION OF PERSONAL ACTIVITIES

Any persons engaged in activities to this MOU shall respect political independence, sovereignty, and territorial integrity of each country, and shall avoid any activities inconsistent with purposes and objectives of this MoU



## ARTICLE 7

### NOTICES

Any notice under this MoU shall be in writing and shall be deemed sufficiently given when delivered to either party in hard copy at its registered addresses set out below :-

A] NATIONAL AGENCY FOR SCIENCE AND ENGINEERING  
INFRASTRUCTURE, ABUJA

EXECUTIVE VICE CHAIRMAN/CEO

National Agency for Science and Engineering Infrastructure,

Idu Industrial Layout,

P.M.B 391,

Garki,

Abuja, Nigeria.

[www.naseni.org](http://www.naseni.org)

[nasenihq@naseni.org](mailto:nasenihq@naseni.org)

(B) Ing. Petr Torhan

SSS TRADE CZECH REPUBLIC s.r.o.

Tylova 112, 53303 Dašice

Tel: 00420 466614400

Tel/fax: 00420 466612453

Mobil: 00420 603255188

Mobil 00420773484850

Skype:torhan.petr.ing



E-mail: torhan@ssstrade.cz  
E-mail: sss.trade@volny.cz  
Network: www.ssstrade.cz

## ARTICLE 8

### GOVERNING LAW

This MOU shall be governed and construed in accordance with laws and regulations as well as procedures and policies of the respective countries.

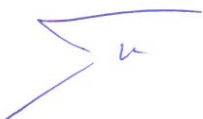
## ARTICLE 9

### FORCE MAJEURE

Any delay in or failure of performance of this M o U by either party hereto shall not constitute default by such party to give rise to any claim for damages against it if such delay or failure of performance is caused by Force Majeure such as but not limited to acts of God, acts of war or revolution, civil commotion, strikes, fires, floods, earthquake, destructive lightening, epidemic or other circumstances which are beyond the reasonable control of the parties affected and which they could not have reasonably foreseen and guarded against and which by exercise of reasonable care and diligence they are unable to prevent.

In the event of occurrence of Force Majeure as herein defined, the parties' performance of this M o U shall be suspended until the removal of such Force Majeure and the time for performance extended for the corresponding period.

If however, such Force Majeure shall persist for a period exceeding thirty (30) days, the parties shall consult with each other regarding the appropriate steps to be taken to achieve the purpose of this M o U.



## ARTICLE 10

### DISPUTE RESOLUTION

Any differences arising out of the interpretation and/ or application of this MOU shall be settled amicably through consultation of negotiation between the Parties by diplomatic channels.

## ARTICLE 11

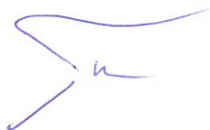
### AMENDMENT

Any amendment to this MOU will be made after consultation and by mutual written consent of the Parties. The amendment shall come onto effect in such date as will be determined by the Parties.

## ARTICLE 12

### COMMENCEMENT

This MoU commences on the date of signature and shall last for a period of three (3) years upon which it shall automatically be renewed for another period of one year(1).



## ARTICLE 13

### TERMINATION

This M o U shall, without prejudice to any other provision contained herein, terminate upon the expiration of a six-month notice given by either party to the other in respect thereof;

- a) Each party shall be liable to discharge any of its obligations herein, as shall be outstanding before the effective date of termination of this agreement.
- b) The termination of this MOU shall not affect the validity and duration of any arrangement, programs and or projects made under this MOU until completion of those arrangement, programs and or projects.

## ARTICLE 14

### ENTIRE AGREEMENT

This MOU constitutes the entire understanding of the PARTIES and supersedes any previous agreements, warranties or representations made by either party to the other whether verbal or written.

The PARTIES hereby acknowledge and agree that the entire understanding between them is contained in this MOU.

In the event of any conflicts between the provisions of this MOU and any other documents the provisions of this MOU shall supersede, prevail and govern.

The signing of this MOU implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU and any addendum thereto.



IN WITNESS WHEREOF, the undersigned have signed this MOU.

  
SSS TRADE  
CZECH REPUBLIC, s. r. o  
ul. TYLOVA 112  
533 03 Dašice



For and on behalf of SSS Trade

Ing. Petr Torhan

For and on behalf of NASENI

Vice Chairman/ Chief Executive

In the presence of:

Name: Milan Vich

Address: Na Babce 1041, Pardubice, CZ

Occupation: Commercial manager

Signature: 

Date: 13.5.2014

In the presence of:

Name: Famuyiwa E.Y

Address: NASENI

Occupation: Legal Adviser

Signature: 

Date: 13/05/2014