

PARTNERTSHIP AGREEMENT

By and between:

Dr. Paul K. FOKAM, organiser of the PKFokam Awards for Science & Technology with official residence in Yaounde, Cameroon, and mailing address at PKFokam Institute of Excellence, PO. Box: 11646 Yaoundé – Cameroon, Yaoundé

Phone : (237) 242 01 90 27; e-mail: awards@pkfokam-awards.org

Hereinafter referred to as The Organiser, on the one hand,

And

..... with a share capital of, incorporated under the laws of as number, headquartered atand represented by Mr/Ms., duly appointed to for the purpose of this agreement,

Hereinafter referred to as The Partner, on the other part,

Together referred to hereinafter as The Parties

Preamble:

Whereas PKFokam Awards for Science & Technology is a competition initiated by Dr Paul K. FOKAM in order to promote the quest for excellence among Africa's youth. After personally helping young African start-uppers for many years, he decided to rally likeminded fellow Africans to create a framework for the systematic promotion of African excellence.

Whereas Dr. Fokam is the founder and president of a Yaounde-based pan African university for excellence, which seeks to be an African incubator of world-class leaders, who are driven by excellence.

Whereas, the purpose of the competition is to detect innovative projects and to enable their implementation through start-ups.

Whereas the competition is designed to spur African researchers, scientists and engineers to develop products that offer solutions to basic problems facing African countries and have a potential for stimulating the economy.

Whereas the competition seeks to encourage researchers and scientists to move beyond publishing articles in scientific journals and to start adding value to the results of their research.

Whereas the competition is open to scientists, engineers, technicians or competent individuals in any field. Inventors or developers with a degree in engineering or not but, who possess proven competence in engineering are also eligible.

Whereas while submissions from all fields are welcome, candidates are encouraged to explore neglected fields, which offer the basis for industrialisation namely:

- Machine construction
- Energy development
- Software development
- Food conservation
- Drug development
- Foundry
- Electronics

Whereas the Organiser and the Partner, further to prior discussions, have agreed to enter into a partnership to together organise a competition for the PKFokam Awards for Science & Technology; and whereas in consideration of the foregoing premise, the Partner and the Organiser have agreed to combine their efforts in a Partnership for the purpose of organising the competition,

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants, agreements and conditions herein contained, it is hereby covenanted, agreed and declared by and among the Parties as follows:

Article 1. Significance and Value of Preamble and Appendices

The foregoing preamble and appendixes, which are integral parts of this agreement, will have the same significance and value as the provisions of this agreement.

Article 2 – Purpose

This agreement shall set forth the terms and conditions of the partnership between the parties for the organisation of PKFokam Awards for Science & Technology.

Article 3 – Terms and Conditions

3.1 Scope

PKFokam Awards for Science & Technology promotes business entrepreneurship champions, drivers of African growth and competitiveness.

The awards will recognise best business projects and best applied research and technological innovation projects.

Subsequently, the awards will recognise projects or achievements in other sectors such as: cultural development, preservation of patrimony, protection of ecosystems, etc.

It has been agreed to by all candidates that the awards ceremony will hold on the date and venue set forth in the appendix.

Awards are given out in two categories:

First Category: Best Business Project

This award is in recognition of young Africans who demonstrate initiative and entrepreneurship in legally approved business sectors. Candidates for this category must submit the business plan of a relevant project. The jury will pay attention to the project's coherence and profitability, its added value and feasibility as well as to the background of the project bearer and his or her personal contribution.

Second Category: Research and Applied Technological Innovation

This award is in recognition of innovative turn key solutions that have a direct impact on the lives of communities. This category is not subject to age restriction.

3.2 Cash Awards

First Category: Best Business Project

First Cash Award: CFAF 10,000,000 plus funding for the business plan.

Second Cash Award: CFA 2,500,000 plus funding for the business plan.

Second Category: Applied Research and Technological Innovation

First Cash Award: CFAF 10,000,000

Second Cash Award: CFAF 2,500,000

Third Category: Excellence community awards

Article 4 – Obligations of Partner

Under this agreement, the Partner will:

- provide support to the PKFokam Awards for Science & Technology by partaking in its organisation and the awards ceremony
- promote the PKFokam Awards for Science & Technology label for the duration of the partnership
- provide financial contribution on the basis of the budget approved by the Parties.

Article 5 – Follow up

The Parties will together evaluate the impact of activities and contributions set forth in this agreement.

The Parties will, according to a predefined schedule, meet to assess the activities and prospects of the partnership.

Article 6. Effective Date – Duration - Renewal

This agreement will be for a period of years and will not be renewed.

The Parties agree to meet a year prior to the expiration of this agreement to define the terms for the signing of a new partnership agreement.

Article 7. Termination

If either party will fail to perform any of its obligation under this agreement, the other party will, as of right, terminate this agreement if the defaulting party does not repair the breach within fourteen (14) calendar days with effect from the date of notification from the other party by registered mail with acknowledgement of receipt or by all recorded delivery or by any other means in writing, without prejudice to damages that the injured party may claim.

Article 8. Intuitu personae

This agreement is personal in nature and the Parties' rights herein cannot be assigned, nor can the performance of their duties be delegated without prior consent of the other Party.

Article 9. Confidentiality

The Parties hereto and their employees, agents, representatives and counsels undertake to protect and preserve information received under this agreement.

Article 10. Amendment

Modifications and amendments to this agreement will be included as riders and will be effective from the date of signature by the Parties.

Article 11. Partial Nullity

In the event that one or several of the provisions of this agreement becomes invalid, illegal, unenforceable or inapplicable in whatever manner, the validity, legality, or applicability of the other provisions will by no means be affected or altered.

The Parties agree to, in such a case, discuss and do everything in their powers to include one or several provisions in this agreement for the purpose of restating their common determination as stipulated initially.

Article 12. Force majeure

Fortuitous events and force majeure that one of the Parties invoke use to justify a default on the execution of an obligation in this agreement or delay in the execution thereof will be those defined by the Civil Code.

Decisions, acts, circumstances or phenomena beyond the control of the Parties will be considered as fortuitous events only if they do not arise from a breach of the law or from a default of the Parties.

The Party that invokes the force majeure must provide evidence thereof within three (3) days by registered mail with acknowledgement of receipt or by any other written means.

If such a fortuitous act or force majeure renders the execution of obligations under this agreement impossible, the defaulting Party will be bound to notify the other Party, by any written means within seven (7) days of the occurrence of the force majeure, of the impossibility to execute the obligations. The Parties will seek for a solution in keeping

with their legitimate interests; and failure to find a solution within thirty (30) days, the Parties may decide to terminate this agreement by any written means.

Article 13. Disputes

Any dispute that may arise from the interpretation and/or the execution of the provisions of this agreement will first be settled amicably.

To this effect, the more diligent Party will notify the other Party by registered mail with acknowledgement of receipt or any other written means.

The notice will include the cause of the dispute and propose a meeting date within fifteen (15) days from the date on which either Party has served written notice on the other of the dispute. In the case of failure of an amicable settlement, the competent court will be that of Yaounde.

Article 14. Jurisdiction

This agreement is governed by and will be construed in accordance with the laws of Côte d'Ivoire

Article 15. Election of Domicile

The Parties agree to elect domicile in their respective addresses for the purpose of this agreement.

Article 16. Notification

The Parties agree that any notification or injunction under this agreement must be submitted at the domicile elected by each Party by registered mail with acknowledgement of receipt or any written means.

Done this Day 2019 in Yaounde

In two (2) original copies

Dr. Paul K. FOKAM

For the Partner