

**MEMORANDUM OF UNDERSTANDING
BETWEEN**



**National University Of Science and Technology
AND**



InventXR Education Foundation

THIS MEMORANDUM OF UNDERSTANDING ("MOU")

Is made by and between:

National University of Science and Technology

(hereinafter referred to as "NUST"),

and

InventXR Education foundation

(hereinafter referred as "InventXR"),

and

NUST and InventXR shall also be collectively referred to as the "Parties",
"Collaborators" or "Institutions."

RECITALS

WHEREAS, NUST is a Zimbabwean public university in the business of human capital development for industrial and socio-economic transformation, with a bias towards science, technology, engineering and mathematics (STEM) based solutions.

WHEREAS, InventXR is a United States of America based Global Expert organization on immersive technologies such as Augmented Reality, Virtual Reality, and Mixed Reality, among other types of Extended Reality (XR) technologies in Education. InventXR helps enterprises and schools with their go to market strategies on XR technology.

WHEREAS, NUST and InventXR desire to establish certain cooperation programs beneficial to the respective Collaborators and to promote the development of joint studies, research and development activities, innovation, and commercialization initiatives of mutual interest.

NOW THEREFORE, in contemplation of the mutually beneficial relationships to be established, and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby agreed to and accepted, the Parties agree as follows:

TERMS

1. Purpose of the MOU

- 1.1 The primary objective of this MOU is to create a means for cooperative efforts between NUST and InventXR to affect the academic, Research and Development, Product development and Commercialization activities at the collaborating Institutions.
- 1.2 The Parties agree that this MOU will provide the foundation and framework for later specific projects, developed by academic and administrative units from the three Institutions, to be agreed upon in other separate written agreements.

2. Definitions

- 2.1 "Home Institution" refers to the Institution sending its student(s), postdoctoral fellow(s), or faculty member(s) to the other Institution for the purposes of study, learning, teaching and/or research.
- 2.2 "Receiving Institution" refers to the Institution hosting the visiting student(s), postdoctoral fellow(s), or faculty member(s) from the other Institution for the purposes of study, learning, teaching, and/or research.

3. Areas of Collaborations.

The areas of potential collaboration between the Parties shall include, but not be limited to:

- 3.1 Immersive Technologies for teaching and learning: The use of Virtual Reality, Augmented Reality, Mixed Reality and other XR technologies for teaching and learning
- 3.2 Use of Artificial Intelligence and Block-chain technology in research, problem solving and product/service development.
- 3.3 Promotion of field based learning opportunities through university partnerships with communities and corporates.
- 3.4 Development and delivery of lectures on subjects at the intersection of Science, Technology and Society; as a way of preparing the world for the future of work and learning.
- 3.5 Creating, owning, sharing and benefitting from knowledge (Publication/ journal system, Creating a knowledge systems)
- 3.6 Promoting sustainable university funding models and developing new revenue streams through the innovation hub as a central point of convergence for collaborators.

- 3.7 Development of new courses/programmes (such as design thinking, block chain technology etc.)
- 3.8 Establishment of specialized mathematics and science institutes for the benefit current and prospective university students, especially the girl child.
- 3.9 Establishment of response and forecasting systems for unfolding and future catastrophic events caused by effects of climate change, disease outbreaks, economic recessions etc.
- 3.10 Establishment of a faculty exchange and visit programme.
- 3.11 Sharing access to Collaborator networks and contacts for accelerated achievement of the above.

4. Coordination Committee.

To facilitate implementation of this MOU, a NUST-InventXR Collaboration Coordination Committee (NICCC) will be formed. The NICCC will be composed of members from all Institutions with one Liaison person from each Institution. It is the NICCC's responsibility to carry out collaboration-related duties and to report to the principals of all Institutions. The NICCC members are as follows:

- 4.1 NUST: Dr. Peter Nkala, Acting Pro Vice Chancellor – Innovation and Business Development; or his delegate.
- 4.2 InventXR: Professor Freedom Cheteni, Chief Executive Officer; or his delegate.

5. Intellectual Property.

- 5.1 All publications resulting from the collaboration of Parties shall acknowledge the existence of the collaboration formed under this MOU. Likewise, the relationship between the Parties shall be mentioned in all courses and formal presentations which result from any collaboration formed under this MOU.
- 5.2 Each research project conducted jointly by the Parties shall be made under a formal written research collaboration agreement containing whatever terms the Parties mutually agree to be necessary to address the intellectual property, research information and property interests that could result from the joint activity of the Parties. All such discussions of the Parties regarding these matters will at all times strive to preserve a harmonious and continuing relationship between the Parties.
- 5.3 All research and other activities conducted under this MOU must be conducted in accordance with the laws, rules, and regulations applicable to each Institution. In the case of NUST, these are the laws, rules, and regulations of the

Republic of Zimbabwe. In the case of InventXR, these are the laws, rules, and regulations of the United States of America.

6. Insurance.

Each Institution will maintain, at its own cost and expense, appropriate levels of professional liability insurance, general public liability insurance, worker's compensation insurance, and property damage, to cover its operations, facilities, employees and.

7. Non-Discrimination.

The Parties agree to comply with all rules, regulations, executive orders, and laws forbidding unlawful discrimination.

8. Relationship of the Parties.

This MOU shall not be construed to create a relationship of a joint venture, partnership, brokers, employees, servants or agents between the Parties. The Parties to this MOU are acting as independent contractors representing their own respective independent Institution. With respect to any employee compensation for services provided in connection with this MOU, each Institution will be responsible for paying their own employees (including faculty), and properly withholding their own employees' taxes and other costs and fees as may be required.

This Memorandum of Understanding is a non-contractual, non-binding statement of the Parties' desire to engage in the above-stated collaboration activities outlined herein. This Memorandum of Understanding is not binding or enforceable on either Party by the other, and creates no legal responsibilities or obligations. In no event shall either Party be liable to the other for any direct, indirect, consequential, special (including multiple or punitive), or incidental damages of any kind arising from, and/or related to this MOU.

9. Use of Institutions' Name: Advertising and Publicity.

Parties may use the other Institution's name, or any name that is likely to suggest that it is related to the other Institution, in any advertising, promotion or sales literature only after obtaining express written consent of the other Institution.

10. Confidentiality.

The parties anticipate that within the context of this MOU it may be necessary or helpful to transfer information/data of a proprietary or otherwise sensitive or company-confidential nature ("Confidential Information"). All such information exchanged

between the Parties shall be considered Confidential Information and shall not be used by the Parties except in the furtherance of the aims of this MOU, and further, neither Party, without the other Party's express written consent, shall disclose to any third party any such Confidential Information. For the purposes of this MOU, the following definitions and exceptions shall apply to such information:

10.1 Definition.

"Confidential Information" means any technical or business information furnished by one Party to the other pursuant to this MOU that is specifically designated as confidential. The disclosing party shall mark same with a written Confidential Information legend indicating its confidential status. The disclosing party shall document Confidential Information that is disclosed orally or visually in a written notice and deliver the notice to the receiving party as soon as possible within fifteen (15) days after the disclosure. In the notice, the disclosing party shall summarize the Confidential Information and reference the time and place of disclosure.

10.2 Obligations and Limitations.

The receiving party shall maintain Confidential Information in confidence, except that the receiving party may disclose or permit the disclosure of Confidential Information to its trustees, directors, officers, employees, consultants, and advisors, who are obligated to maintain its confidential nature and who need to know the Confidential Information for purposes of this MOU. The receiving party may only use and reproduce Confidential Information to the extent necessary to carry out the purposes of this MOU.

10.3 Exceptions.

The obligations of section 10.2 do not apply to the extent the receiving party can demonstrate that the Confidential Information:

10.3.1 was publicly known prior to the time of its disclosure under this MOU;

10.3.2 became publicly known after its disclosure under this MOU through means other than an unauthorized disclosure by the receiving party;

10.3.3 was previously known to, or independently developed or discovered by, the receiving party without use of the Confidential Information;

10.3.4 is or was disclosed to the receiving party by a third party having no obligation of confidentiality with respect to the Confidential Information; or

10.3.5 must be disclosed to comply with applicable laws or regulations or with a court or administrative order, as long as the disclosing party receives prior written notice of the pending compelled disclosure.

10.4 Ownership; No License.

The receiving party acknowledges that the disclosing party (or a third party entrusting Confidential Information to the disclosing party) owns the Confidential Information and all patent, copyright, trademark, trade secret, and other intellectual property rights associated with the Confidential Information. Neither party grants an option, license, or conveyance of any intellectual property rights to the receiving party under this MOU.

10.5 Return of Confidential Information; Obligations.

Upon termination of this MOU, or earlier at the request of the disclosing party, the receiving party shall return all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in its possession, custody, or control. However, the receiving party may retain one copy of the Confidential Information in the possession of its legal counsel solely to monitor its understandings under this MOU. The obligation of the receiving party to return Confidential Information to the disclosing party survives until fulfilled.

10.6 Survivorship.

This section 10 survives the expiration or other termination of this MOU for any reason whatsoever.

11. Term and Validity of this MOU.

This MOU shall remain in place until:

- 11.1 Superseded by such a separate formal written agreement(s);
- 11.2 Terminated by either Party upon written notice of not less than ninety (90) days or
- 11.3 At the latest, three (3) years from the execution of same, unless the Parties mutually agree in writing to extend same.

12. Notices.

This MOU is independent of any previous MOU between NUST and InventXR. Any notice to either Institution hereunder must be in writing signed by the presenting Institution, and will be deemed delivered when mailed by email, Postal Service first class, certified, or express mail, or other carrier delivery service, when addressed as follows.

In the case of NUST:

The Pro Vice Chancellor – Innovation and Business Development (PVC-IBD)
National University of Science and Technology
Corner Gwanda Road/ Cecil Avenue
P. O. Box AC 939 Ascot
Bulawayo, Zimbabwe
Email: pvc.innovation@nust.ac.zw

In the case of InventXR:

The Chief Executive Officer (CEO)
InventXR Education Foundation
2635 Park Boulevard,
Palo Alto, CA 94306 United States.
E-mail: freedom@inventxr.com

or to such other addressee(s) as may be hereafter designated by written notice. All such notices will be effective only when received by the addressee.

IN WITNESS WHEREOF, the undersigned, being fully nominated and authorized representatives for the parties hereto have agreed and signed this agreement.

For NUST
Dr Peter Nkala
(Acting PVC-IBD)



Signature

11/05/2020

Date



Witness

For InventXR,
Prof Freedom Cheteni
(CEO)



Signature

09/05/2020

Date



Witness