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Associazione Per il Commercio
ITALO KENIANA



University of Applied Sciences and Arts of Southern Switzerland
Department of Business Economics, Health and Social Care



AFRICA & EU

in the era of Bioeconomy

An ALLIANCE for an equal and peaceful governance of Energy,
Water, Landscape protection and bio Materials in a
perspective of PPP, Private Public Partnership cooperation

PARTNERSHIP AGREEMENT

AMONG

ART

AFRICA RENAISSANCE TIME, with registered office in Boulevard Mao 32, Bujumbura 1, (Burundi), in the person of Déo Gratias Nkinahamira.

ARTES

APPLIED RESEARCH INTO TRAINING AND EDUCATION SYSTEMS, with registered office in via Castiglione 80, 40124 Bologna (Italy), in the person of Lilia Infelise.

BOKU

The University of Natural Science and Life Science BOKU, Department for Agrobiotechnology, INSTITUTE FOR ENVIRONMENTAL BIOTECHNOLOGY, located in Konrad-Lorenz Str. 20 – A3430 Tulln (Austria), in the person of Georg Guebitz.

CDCIK

ASSOCIAZIONE PER IL COMMERCIO ITALO KENIANA, with registered office in via S. Maria Alemanna No. 25, 98122 Messina (Italy), in the person of Rita Ricciardi.

EACCIA

The EAST AFRICAN CHAMBER OF COMMERCE INDUSTRY AND AGRICULTURE, with registered office in City House 4th Floor, Wabera Street, P.O Box 35104 - 00200 Nairobi, (Kenya), in the person of Charles Kahuthu



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E GIURIDICHE
DISCAG



UNIVERSITÀ
DEGLI STUDI
FIRENZE
DEPARTMENT OF
AGRICULTURAL FOOD AND
FORESTRY SYSTEMS



ENEA

The National Agency for New Technologies, Energy and Sustainable Economic Development, with registered office in Lungotevere Grande Admiral Thaon Revel, No. 76, 00196, Rome (Italy).

DEPARTMENT OF ENERGETIC TECHNOLOGIES, in the person of Gian Piero Celata, and DEPARTMENT OF SUSTAINABILITY OF PRODUCTIVE AND TERRITORIAL SYSTEMS, in the person of Roberto Morabito.

ESTESIA

The ESTESIA Foundation, located in 26 Avenue du Cercle Nautique P.O BOX 1043, Bujumbura (Burundi), in the person of Abdul Karangwa.

SUPSI

The University of Applied Sciences and Arts of Southern Switzerland, DEPARTMENT OF BUSINESS ECONOMICS, HEALTH AND SOCIAL CARE, located in Stabile Piazzetta, Via Violino 11, CH-6928 Manno –Lugano (Switzerland), in the person of Filippo Bignami.

UNICAL

The University of Calabria, DEPARTMENT OF LAW AND BUSINESS ADMINISTRATION (DISCAG), located in Via P. Bucci, Arcavacata di Rende, Cosenza (Italy), in the person of Franco Rubino.

UNIFI

The University of Florence, DEPARTMENT OF AGRICULTURAL, FOOD AND FORESTRY SYSTEMS (GESAAF), located in Via San Bonaventura, 13 - 50145 Firenze (Italy), in the person of Federico Preti.

UNINA

The University of Naples Federico II, INTERDEPARTMENTAL RESEARCH CENTER FOR ENVIRONMENT (C.I.R.A.M.), located in Via Mezzocannone, 16 - 80134 Napoli (Italy), in the person of Nunzio Romano.

Hereinafter referred to collectively as "founder partners" and singularly as "founder partner".



THE CONSORTIUM SHARED VISION

The founder partners have been involved in a long lasting cooperation effort aimed at approaching in an innovative and proactive way all the critical issues related to the peaceful and wise exploitation of natural and cultural resources of our planet.

At the workshop held in Bujumbura 23rd February 2015 and following visit to Nairobi, the cooperation has been reinforced and decision has been made to initiate a CONSORTIUM based on the PPP (public private partnership) model, according to the international and European guidelines for a stronger role of the private sector in the pursuit of inclusive and sustainable growth in developing countries.

The founder partners believe that history is giving Africa and Europe the task of laying the foundations of a new civilization to be built with courage and intelligence and that treasures its past and creates new and inedited scenarios.

The founder partners are persuaded that only the sharing of knowledge and the joint efforts towards finding solutions will allow the creation of the new civilisation, and neutralise the risk of damaging conflicts and natural disasters related to an irresponsible exploitation of the planet's resources.

To this end Science and Industry in these two continents must join their forces to build shared teams and laboratories in such a way that they will become complementary, and the solutions for a responsible and sustainable utilization of the resources would also be joint.

The founder partners believe in the possibility to create a green future for the planet, in which natural resource are used efficiently and in which international cooperation is no longer carried out through "aid to development", but through an internationally shared new generation of policies for innovation and development. A world where everyone, in every corner of the Earth, would have the freedom to pursue his/her happiness and the chance to contribute to the economic and social development of his/her own territory.

This is the vision guiding the founder partners, and it is in clear contrast with the theory of the inevitable clash of civilizations.

It is a hard work, to be done day-by-day and step-by-step, but as a Chinese proverb says: "*A journey of a thousand miles begins with the first step.*"

IN CONSIDERATION OF THE ABOVE

The partners wish to **give start** to a multilateral, stable, and effective collaboration among prominent research centres, high education institutes, and laboratories as well as companies' associations and governmental bodies in the broad field of KBBE **giving a primary role to human capital development, research infrastructure building and entrepreneurial development.**



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Art. 1 - CORE MISSION AND OBJECTIVES

The core MISSION of the CONSORTIUM is to support the partners in anticipating trends and disclosing opportunities for a wise use of NATURAL RESOURCES, CULTURAL HERITAGE and HUMAN CAPITAL, especially in the most fragile territories of the planet, throughout access and fair use of multilateral and bilateral funds, providing the partners with shared expertise in resource investigation, project design, and management support system.

SPECIFIC OBJECTIVES ARE:

1. Valorisation of the partners' distinctive competences and know-how in the following priority areas of expertise: materials and construction technologies, energy, land and water resources, agro-industry, community regeneration and citizens' awareness raising.
2. Joint conception, fund raising, development and realisation of projects and research activities and reinforcement of existing projects.
3. Joint participation in international calls for proposals and tenders.
4. Joint development of educational and training programmes and capital mobility initiatives in the above mentioned fields.

Art. 2 - DURATION OF THE AGREEMENT

This agreement will become **effective upon signature**, and has an **experimental life of three years**, after which the members shall decide whether to review and establish a legal entity and/or make a brand new agreement. **Any Partner may terminate this agreement through written communication to the other partners at least 3 (three) months in advance. Nevertheless, the provisions on Confidentiality defined under article 11 shall survive the termination of this agreement for a period of 5 years.**

Art. 3 - ORGANISATION AND ACTIVITIES

The partnership is led by a STRATEGIC BOARD composed by a representative and a deputy appointed by each member with a three-year mandate.

It has to meet twice a year; the meetings can take place also via videoconference. The STRATEGIC BOARD will discuss and deliberate about priorities and strategies of the partnership, the provisional action plan and the annual budget, and validate the annual report of activities.

An INTERNATIONAL SECRETARIAT coordinated by ARTES will have three registered sites:

- Via Castiglione, 80 40124 Bologna, ITALY
- Boulevard Mao 32, Bujumbura 1, BURUNDI
- City House 4th Floor, Wabera Street, P.O Box 35104 - 00200 Nairobi, KENYA



The INTERNATIONAL SECRETARIAT will carry out the following tasks:

- Due intelligence and early watching and alert on programmes addressing the core purpose of the partnership.
- Promotion of joint research and innovation programmes/projects and their negotiation for funding with international institutions.
- International relationships, lobbying and advocacy of the partnership core purpose, including: participation and organisation of international seminars on KBBE; meeting with public and private institutions and enterprises; implementation of communication and marketing strategies.
- Promotion and coordination of international biddings in the fields indicated in the present agreement.
- Joint development of educational and training programmes and capital mobility initiatives in the abovementioned fields; identification of potential new partners and expansion of the partnership.
- Creation and management of a knowledge database to share and capitalise the know-how of the partners.
- Coordination and animation of the partnership.
- Organisation of events, study visits and scientific seminars.

Art. 4 - PARTNERS OBLIGATIONS

The form of cooperation will be based on strictly – observed criteria of equality and mutual interest, aiming to achieve the above broad scope.

Each partner must contribute with its knowledge and human capital to the achievement of the common objectives, with promotional, lobbying and fundraising activities and support the creation of a common knowledge database.

Art. 5 - FINANCIAL AND BUDGETARY PROVISIONS

The financial and budgetary provision is based on the following principles:

- The partnership should self-fund its operations through fund raising activities such as acquisition of grants from national and international private and public donors (Regional Authorities) and through the results of its operations.
- Each partner will bear its own legal and other costs incidental to the drafting, negotiating and conclusion of this agreement.

Art. 6- ENLARGEMENT OF THE PARTNERSHIP AND INTERACTION WITH COMPANIES AND OTHER STAKEHOLDERS

Organisations different from the founder partners, must be introduced by a member of the STRATEGIC BOARD. The majority of the BOARD should approve in writing (51%).



In the framework of this international cooperation and within the scope of this agreement, the founder partners will also promote the creation of collaboration opportunities with other universities, research centres, companies and stakeholders. Such contacts will be useful for exploring opportunities for further joint projects and activities that will be negotiated in separate written agreements.

Art. 7 - INTELLECTUAL PROPERTY AND RESEARCH COLLABORATION AGREEMENTS

All results arising from the collaboration between the partners shall acknowledge the existence of the collaboration formed under this agreement and shall be property of the partner/s carrying out the work generating those results.

Art. 8 - JOINT OWNERSHIP OF RESULTS

In case of joint ownership of results, partners' shares of ownership shall be proportional to the intellectual contribution invested in generating that specific result. The joint owners shall agree on all protection measures, shares of property and on the division of related cost in a joint ownership agreement to be negotiated in advance.

Art. 9 - USES OF JOINT RESULTS

Where no joint ownership agreement has yet been concluded or in absence of a joint ownership agreement, each of the joint owners shall be entitled to use the jointly owned results as follows:

- a) each of the joint owners shall be entitled to directly use the jointly owned result on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- b) each of the joint owners shall be entitled to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:
 - at least 45 days prior notice must be given to the other joint owner(s); and
 - fair and reasonable compensation must be provided to the other joint owner(s).

In addition, in case licenses are granted to third parties for commercial purposes, the prior written consent of the joint owners shall be obtained.

Art. 10 - USE OF INSTITUTIONS' NAME

The SECRETARIAT proposes within 60 days from the signature of this agreement, a communication guideline and a logo.



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Art. 11- CONFIDENTIALITY

The partners anticipate that within the context of this agreement it may be necessary to transfer information/data of a proprietary or otherwise sensitive or confidential nature ("Confidential Information"). All such information exchanged between the partners shall be considered Confidential Information and shall not be used by the partners except in the furtherance of the aims of this agreement. Further, neither partner, without the other partner's express written consent, shall disclose to any third party any such Confidential Information. For the purposes of this agreement, the following definitions and exceptions shall apply to such information:

o Definition.

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

o Obligations and Limitations.

The receiving partner shall maintain Confidential Information in confidence, except that the receiving partner 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 agreement. The receiving partner may only use and reproduce Confidential Information to the extent necessary to carry out the purposes of this agreement.

o Exceptions.

The obligations of previous section do not apply to the extent the receiving partner can demonstrate that the Confidential Information

- as publicly known prior to the time of its disclosure under this agreement;
- became publicly known after its disclosure under this agreement through means other than an unauthorized disclosure by the receiving partner;
- was previously known to, or independently developed or discovered by, the receiving partner without use of the Confidential Information;
- is or was disclosed to the receiving partner by a third party having no obligation of confidentiality with respect to the Confidential Information; or
- must be disclosed to comply with applicable laws or regulations or with a court or administrative order, as long as the disclosing partner receives prior written notice of the pending compelled disclosure.

o Ownership: No License.

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

o Return of Confidential Information: Obligations.

Upon termination of this agreement, or earlier at the request of the disclosing partner, the receiving partner 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 partner may retain one copy of the Confidential Information in the possession of its legal counsel solely to monitor its understandings under this agreement. The obligation of the receiving partner to return Confidential Information to the disclosing partner survives until fulfilled.

o Survivorship.

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

Art. 12 - SIGNATURE

Signed: said document may be signed in counterparts, each considered to be an original of the other, but a valid and lawful Memorandum of Understanding must contain both signature lines fully executed.

Founding partner	Date and place of Signature	Name, surname and role	Signature
ART – Africa Renaissance Time	Bujumbura 21/01/2015	Prof. Déogratias Nkinahamira, President	 Africa Renaissance Time développement endogène +39 051 6447304 +39 051 6447401 Via Castiglione 80 40136 Bologna (Italy) via S. Zeno 53 38035 Fieve Irenzo (Italy) +257 77 750380 Bujumbura 1 (Burundi) art@arerenaisance@gmail.com
ARTES – Applied Research into Training and Education Systems	29.12.15 Bologna	Prof. Lilia Infelise, President	 Applied Research into Training and Education Systems Via Castiglione 80, 40126 Bologna Largo S. Stefano, piazza Saverio 07042 Torvis (CS)
BOKU – Institute for Environmental Biotechnology	Tulln, 05.10.15	Prof. Georg Guebitz, Head of the Institute	 Universität für Bodenkultur Wien Interuniversitäres Department für Agrarbiotechnologie (FA) Tulln Institut für Umweltbiotechnologie Konrad Lorenz Straße 20 - A-35100 Tulln Tel: 0043-2272-66280-502 - Fax: 0043-2272-66280-503

CDCIK - Associazione Per il Commercio Italo Keniana		Dr. Rita Ricciardi, President	 ASSOCIAZIONE PER IL COMMERCIO ITALO-KENIANA Il Presidente
EACCIA - East African Chamber of Commerce Industry And Agriculture		Dr. Charles Kahuthu, Regional Coordinator/CEO	 East African Chamber of Commerce, Industry & Agriculture (EACCIA) P.O. Box 35104-00200, NBI-KENYA
ENEA - Department of Energetic Technologies	ROMA, 3.12.2015	Gian Piero Celata, Head of the Department	 ENEA Dipartimento Tecnologie Energetiche
ENEA - Department of Sustainability of Productive and Territorial Systems	Roma, 4 DIC 2015	Roberto Morabito, Head of the Department	 ENEA Dipartimento Sostenibilità dei Sistemi Produttivi e Territoriali
ESTESIA Foundation		Mr. Abdul Karangwa, Legal representative	
SUPSI - Department of Business Economics, Health and Social Care	Manno 6.10.2015	Prof. Luca Crivelli, Director of the Department	 SUPSI Dipartimento economia aziendale, sanità e sociale Unità di ricerca Stabile Piazzetta Via Violino 11 CH-6978 Manno
UNICAL - Department of Law and Business Administration (DISCAG)	RENDE (ES) 13-10-2015	Prof. Franco Rubino, Director of the Department	 Il Direttore (Prof. Franco Rubino)
UNIFI - Department of Agricultural, Food and Forestry Systems (GESAAF)	FIRENZE 23/10/2015	Prof. Matteo Barbari, Director of the Department	 UNIVERSITÀ DEGLI STUDI FIRENZE DIPARTIMENTO DI GESTIONE DEI SISTEMI AGRARI, ALIMENTARI E FORESTALI
UNINA - Interdepartmental Research Center for Environment, C.I.R.A.M., University of Naples Federico II	NAPOLI 20/10/2015	Prof. Nunzio ROMANO, Chair of C.I.R.A.M.-UniNA	 IL DIRETTORE DEL CIRAM Prof. Ing. Nunzio Romano