

REPUBLIC OF UGANDA

MEMORANDUM OF UNDERSTANDING

BETWEEN

- 1. MBARARA HIGH SCHOOL OLD BOY'S ASSOCIATION (MHOBA)**
- 2. BUGEMA OLD STUDENT'S ASSOCIATION (BOSA)**
- 3. BISHOP ANGELO NEGRI COLLEGE (BANCOPA)**

ON THE IMPLEMENTATION OF

PEARL OF AFRICA INNOVATION CORRIDOR

1. PREAMBLE

WHEREAS Mbarara High School Old Boys Association (MHOBA) is an Association of old students of Mbarara High School committed to building innovative partnerships that stimulate development of Mbarara High School, improve the learning environment and ensure competitive

performance of Mbarara High School students while generating benefits for the Association's members and the Ugandan society at large.

WHEREAS MHOBA conceived of a premier innovative partnership to spearhead the establishment and operation of a network of Science, technology and Innovation (STI) training, skilling, product development and commercialization parks ("Pearl of Africa Innovation Corridor" or "Innovation Corridor" or "the Initiative") across Uganda and entered into a Memorandum of Understanding (hereinafter "Principal Memorandum of Understanding") with KatibLab Inc. and Fortunetech Ltd (jointly incorporated as The Corridor Development Group) to jointly facilitate the ideation, project development and financial mobilization to support the design and implementation of the Initiative.

WHEREAS the Uganda Communications Commission (UCC) has committed to provide financial support towards the attainment of the goals and objectives of the Initiative and officially communicated such commitment vide its letter to MHOBA of November 19, 2025.

WHEREAS The Corridor Development Group identified and invited three peer old students associations: Bishop Angelo Negri College Old Boys Association (BANCOBA), Bugema Old Students Association (BOSA) and Mwiri Old Boys Association (MOBA) (hereinafter also referred to as "Partner Associations" or the "parties") being the alumni associations of their respective schools and are represented by their executive leadership and the persons whose names and signatures are appended to this Memorandum of Understanding to participate in the development, delivery and operations of the Innovation Corridor.

AND WHEREAS the parties commit to work together in the implementation of the Pearl of Africa Innovation Corridor Initiative described in the executive concept note attached hereto as Annex 1.

AND WHEREAS the Parties enter this Memorandum of Understanding in good faith to guide their collaboration, and acknowledge that, save for

expressly stated provisions on governance, land holding, dispute resolution, confidentiality, and intellectual property, this MoU does not create binding legal obligations upon the parties.

COMMITTED to develop long-term partnership and collaboration among our Alumni Associations in other areas of mutual interests including community development, student mentorship, business, impact investing.

TAKING INTO ACCOUNT the policies of the Government of Uganda towards the development and transformation of the Nation's human capital capable of driving Uganda's digital transformation agenda and the attainment of our Nation's long-term goals as set out in the Uganda Vision 2040, the successive editions of the National Development Plans, Vision for a Digital Uganda 2040, the 4IR Strategy and the Ten-fold Growth Strategy.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

2. STRATEGIC OBJECTIVE AND VISION OF THE PARTNERSHIP

The overall strategic objective of this partnership is to establish a collaborative mechanism for the development and operation of five world class ICT skills training, innovation, product development and commercialization parks at five selected secondary schools in the four geographical regions of Uganda. The Hubs will be designed and operated as centres of excellence for digital skills training, human capital transformation, innovation, product development and techprenuership. **The vision of the Pearl of Africa Innovation Corridor is a generation of Ugandans with the digital capabilities, creative confidence, and access to global networks required to drive Uganda to compete at the frontlines of the 21st century global knowledge economy.**

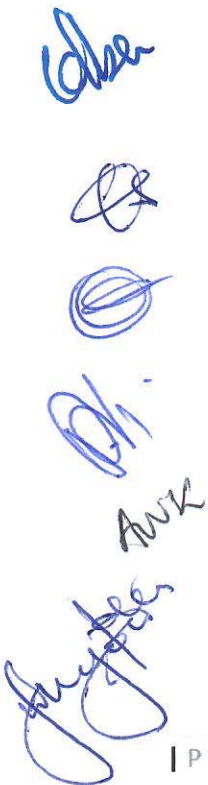
3. PURPOSES OF THE PARTNERSHIP

The specific objectives for which this partnership is established and upon which its successes will be evaluated are to:

- 3.1. Ensure the timely establishment and effective operations of the proposed Innovation Corridor Parks at the agreed host schools or such appropriate locations in Uganda in accordance with the Initiative's strategic documents listed in Paragraph 8 of this MOU.
- 3.2. Establish appropriate governance and administrative structures for the development and efficient operation of the Innovation Corridor.
- 3.3. Mobilize financial, technological, human and all other resources and materials necessary to ensure the timely establishment and efficient operation of the Innovation Corridor.
- 3.4. Mobilize the members of the respective alumni associations and ensure their active participation in the project.
- 3.5. To jointly organize and host events such as meetings, conferences, exhibitions, fundraising events and other such events in pursuit of the overall objective and mission of this partnership.

4. PARTNERSHIP PRINCIPLES

The following principles shall provide framework for the partnership under this Memorandum of Understanding:

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- 4.1 The Partner Associations shall ensure effective, efficient and timely communication and coordination amongst themselves, the designated coordinators, and the Chief Executive Officers of partner institutions.
 - 4.2 The Partner Associations shall conform to the highest levels professionalism and integrity in conducting and implementing the activities under Initiative.
 - 4.3 The Partner Associations shall conform to the highest levels of financial management principles, accountability, integrity and transparency.
 - 4.4 The Partner Associations shall ensure that where any document, response or action is required to be taken by the

partners, such response shall be provided within a reasonable time.

4.5 None of the Partner Associations shall use the name of the other partner in a fundraising proposal or activity without full disclosure and consent thereof.

4.6 The Partner Associations shall be governed by such other principles as may be agreed upon by the partners from time to time.

5. OBLIGATIONS AND UNDERTAKINGS OF THE PARTIES

In the pursuance of the strategic objective, vision and purposes hereinabove stated, the parties shall:

5.1. Apply to the respective host schools and other relevant stakeholders for allocation of at least 5 acres of land for the purpose of the project. The land so allocated shall be free of any encumbrance and shall be vested in the relevant alumni association of the school by an instrument that guarantees long term availability and quiet possession by the Association.

5.2. Ensure that appropriate direct and indirect benefits accrue to the Host Schools in recognition of their hosting function for the Corridor Parks, including but not limited to privileged access to the Corridor programmes, facilities and operations as may be appropriate.

5.3. Prepare and present to the Partner Associations Innovation Corridor Steering Committee a summary annual report providing information on how their respective Host Schools and the riparian communities benefitted from all programmes implemented by the Innovation Corridor.

5.4. Mobilize funds from any lawful and legitimate sources to ensure the timely development of the building and other forms of

infrastructure required for the operations of the Innovation Corridor.

6. RIGHTS OF THE PARTIES

Consistent with The Corridor Development Group establishment instruments, the parties to this Memorandum of Understanding shall have the rights and privileges hereunder or any such other rights and privileges that may be conferred upon them from time to time on account of subsequent modifications of this Memorandum of Understanding or any other applicable instrument.

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- 6.1. Hold in trust for the Innovation Corridor Initiative such lands or other assets that may not be reasonably held by the Pearl of Africa Technology and Innovation Corridor (PATIC) Limited as the Special Purpose Vehicle (SPV) established to develop and operate the Innovation Corridor as described in the Master Project Proposal and all the relevant governance and business strategy documents set out in Paragraph 8 of this MOU.
 - 6.2. Allotment of 1% equity in the Pearl of Africa Technology and Innovation Corridor (PATIC) Limited upon its incorporation as sweat capital contribution to the development of the Initiative.
 - 6.3. Representation and full participation in the Innovation Corridor Partner Associations Steering Committee established under this MOU and the Innovation Corridor Strategic Advisory Committee established under an MOU with Uganda Communications Commission.



7. GOVERNANCE OF THE PARTNERSHIP

7.1. *Innovation Corridor Audit Committee*

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- a) There is established the Innovation Corridor Audit Committee comprised of three representatives from each of the parties who shall include:
 - i. the head of the partner association.

- ii. Any other two members nominated and communicated in writing to The Corridor Development Group by the respective associations.
- b) The term of office of the Innovation Corridor Audit Committee shall be three years, and a committee member may be re-nominated by the partner association.
- c) To ensure business continuity, the heads of the partner associations who are the signatories to this Memorandum of Understanding shall remain members of the Audit Committee for an additional 3 years in the event of expiry of their tenure as heads of the Association.
- d) At its first meeting, the Innovation Corridor Audit Committee shall appoint its leadership from amongst its members who shall include and may not be limited to:
- a. Two co-chairs
- b. Secretary
- e) The Innovation Corridor Audit Committee may appoint any other official or sub-committees as it may deem necessary for the full discharge of the mandate vested in it under this Memorandum of Understanding.
- f) The Innovation Corridor Audit Committee shall adopt its own rules of procedure for conducting business provided that such rules shall not be inconsistent with the provisions of this Memorandum of Understanding or other governance instruments of the Initiative.
- g) To the extent possible, the respective partner associations shall meet the costs of their members associated with their participation in the Audit, provided that The Corridor Development Group may mobilize financial and other resources to provide additional support to ensure full and effective participation of the Partner Associations representatives in the work of the Audit Committee as may be relevant to the implementation of the Initiative.

- h) Without prejudice to paragraph (g), the Board of the Pearl of Africa Technology and Innovation Corridor Limited may provide for financing of the operations of the Corridor Audit Committee provided that such financing shall not in any way diminish the independence of the Committee.

8. INCORPORATION OF BUSINESS STRATEGY DOCUMENTS

The following documents constitute the business vision, strategy and operational plans of the Pearl of Africa Innovation Corridor and shall inform the interpretation and implementation of the obligations of the parties under this Memorandum of Understanding. Consistent with the commitments to business confidentiality and protection of intellectual property, some of these documents may be excluded from the public record.

- i) TechHubs Uganda Initiative Concept Note
- ii) Pearl of Africa Innovation Corridor (PAIC) Master Proposal.
- iii) The Memorandum of Understanding Between Mbarara High School Old Boys Association (MHOBA) and KatibLab Inc. (as amended).
- iv) Memorandum of Understanding Between Mbarara High School Old Boys Association, Bishop Angelo Negri College and Bugema Old Students Association and Uganda Communications Commission.
- v) Pearl of Africa Innovations Corridor Project Executive Brief.
- vi) Any other documents adopted by the Partner Associations Steering Committee.

9. Confidentiality

- 9.1. For the purposes of this Memorandum of Understanding, "Confidential Information" shall mean all non-public information, whether written, oral, electronic, or in any other form, disclosed by one Party to another in connection with the Innovation Corridor Initiative, including but not limited to technical information,

business plans, financial information, donor engagements, operational strategies, and personal data.

9.2. Each Party undertakes to treat all Confidential Information received in pursuance of the partnership activities under this MoU as confidential and shall not disclose such information to any third party without the prior written consent of the disclosing Party, except where disclosure is required for the proper implementation of this MOU or by law.

9.3. The obligations of confidentiality under this clause shall not apply to information that:

- i) is or becomes publicly available through no breach of this MoU;
- ii) was lawfully in the possession of the receiving Party prior to disclosure;
- iii) is lawfully disclosed to the receiving Party by a third party without restriction; or
- iv) is required to be disclosed pursuant to applicable law, regulation, or a lawful order of a competent authority, provided that the affected Party is notified in advance where reasonably practicable.

9.4. The Parties shall ensure that their officers, employees, representatives, and agents who have access to Confidential Information relating to the Innovation Corridor project are bound by obligations of confidentiality no less stringent than those contained in this MoU.

The obligations under this clause shall survive the termination or expiry of this Memorandum of Understanding.

10. DISPUTE RESOLUTION

- 10.1. Any disputes over the implementation of the activities under this Memorandum of Understanding shall be resolved amicably through consultations and mediation among the parties.
- 10.2. Without prejudice to the generality of paragraph 10.1, a party shall have a right to request that a dispute be referred to arbitration and seek judicial redress.

11. AMENDMENTS

- 11.1. This Memorandum of Understanding may be amended by a written decision by a simple majority of the Innovation Corridor Audit Committee.

12. TERMINATION

- 12.1. Where a party seeks to terminate its participation under this partnership, the parties shall ensure that such termination shall not affect the continuation of operations of the Innovation Corridor at the respective host school. In case of such termination, all obligations, duties, rights and liabilities held by the terminating party shall to the extent possible vest in or be assumed by the Pearl of Africa Technology and Innovation Corridor Limited

13. COMMENCEMENT

- 13.1. This Memorandum of Understanding shall come into force on the date of its execution by at least two (2) of the parties and shall remain in force for the life span of the Initiative, unless earlier terminated in accordance with paragraph 11 of this Memorandum of Understanding.

Done at Kampala this 16th day of July 2026.

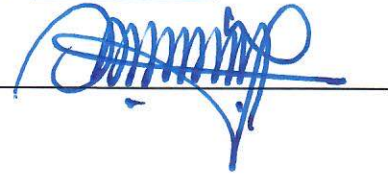
Signed for and on behalf of:

MBARARA HIGH SCHOOL
OLD BOY'S ASSOCIATION

NAME: GODBER WILSON TUMUSHABE

DESIGNATION: CHAIRMAN

SIGNATURE

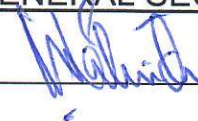


Witness

NAME: PETER MURAMIRA KAHINDI

DESIGNATION: GENERAL SECRETARY

SIGNATURE



BISHOP ANGELO NEGRI
COLLEGE

NAME: SAMUEL CORNELIUS OJOK

DESIGNATION: CHAIRMAN

SIGNATURE

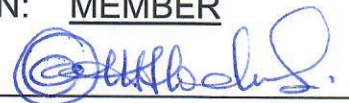


Witness

NAME: FRANCIS ODOKORACH

DESIGNATION: MEMBER

SIGNATURE



BUGEMA OLD STUDENTS
ASSOCIATION

NAME: MARVIN SIMON NYONJO

DESIGNATION: CHAIRMAN

SIGNATURE

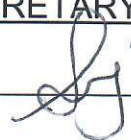


Witness

NAME: ANGELA NAMWANJE KAWOOYA

DESIGNATION: SECRETARY/TREASURER

SIGNATURE



Distribution of Original Copies

1. All Participating Associations at singing.
2. Boards of Governors of Participating Schools.
3. Uganda Communications Commission.
4. Ministry for STI Secretariat.