

## MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (“MOU”), dated as of, October 12<sup>th</sup> 2024 (“Effective Date”), between Blood Track (“Party”), a *Cameroon based social enterprise based in Limbe Cameroon*, and Gilteck (“Partner”), a *software development enterprise based in Molyko Buea, Cameroon*

### Background

Blood Track is a social enterprise whose mission is *to ensure everyone has easy and timely access to safe blood components and products to improve the livelihood*. Gilteck’s mission is *to help organizations of all sizes and individuals digitalize their operations and build technical skills to thrive in a modern, tech-driven world*. Blood Track and Gilteck wish to work together on the project “DOMIS software for PC” as described in the Project Plan and on the basis set out in this MOU.

### Client and Collaborator agree as follows:

#### 1. Project

##### 1.1 Objectives and Activities

Project objectives and activities, on one hand, Blood Track and Gilteck respective project responsibilities on the other hand, are set out in the Project Plan. Blood Track and Gilteck will each carry out such responsibilities in accordance with this MOU.

##### 1.2 Project Contacts – Liaison Officers

Blood Track and Gilteck will each appoint one individual to act as principal contact person and to coordinate activities in connection with the “DOMIS software for PC.” The initial appointees are identified in the Project Plan. Blood Track and Gilteck each may change its contact person at any time and will so advise the other.

##### 1.3 Cooperation

Blood Track and Gilteck acknowledge that the effectiveness of a collaboration depends in large part on the information provided and the actions undertaken by both parties. To that end, Blood Track and Gilteck will cooperate in the performance of the project, including, without limitation, providing timely access to relevant information and personnel as deemed fit by both parties

### External Communications

The Project Plan sets out the external communication plan for the project. For consistency of communication, except as contemplated by the Project Plan or as required by law, neither Blood Track nor Gilteck will issue any public statement (including statements on its website) beyond the scope of the project cited above or use each other’s trademarks or logo in any promotional materials, or in any website, press release, or public communication, without obtaining the other’s prior written consent outside the needs of the project.

##### 1.4 Responsibility for Own Actions

Blood Track and Gilteck will each have sole responsibility for the planning, management, and implementation of its own activities relating to the project’s execution, including, without limitation, hiring, assigning, and managing employees. Expenses and cost incurred within the project would be shared mutually between the organizations at agreed terms [see Exhibit A on client duties]. Similarly, any revenue, reward or gains obtained from this project would be shared in similar proportions.

##### 1.5 Contracts with Other Parties

Blood Track and Gilteck may each be required to enter contracts with third parties to carry out its respective project responsibilities. These contracts must be discussed and approved by Blood Track and Gilteck before engaging the third party; Blood Track or Gilteck will assume full liability for or guarantee the performance of the other in conjunction with any of these contracts, in line with the project cited above, when not agreed mutually.

##### 1.6 Project Changes

If either Blood Track or Gilteck believes the Project Plan should be adjusted in any respect, it will so advise the other of the proposed changes. Blood Track and Gilteck will discuss the proposed adjustment and, when they agree on an adjustment, confirm and document the adjustment in the form provided as **Exhibit B**.

## **2. Data Collection, Confidentiality, and Recordkeeping**

### **2.1 Project Evaluation**

Each of Blood Track and Gilteck may collect, analyze, and disseminate data about the Project to evaluate the Project's effectiveness, comply with external reporting obligations (confidentiality, data privacy and permission granted by client), and carry out its communication activities.

### **2.2 Reporting**

Blood Track and Gilteck will each provide the other with such reports about project activities as contemplated by the Project Plan and Funding Agreement, and such other information as the other may reasonably request.

### **2.3 Confidentiality**

In working together on the Project, Blood Track and Gilteck may share non-public information ("Confidential Information") with one another. Blood Track and Gilteck will each use the other party's Confidential Information only in connection with activities under this MOU and will keep this information confidential. Confidential Information does not include information that is subject to customary exceptions under a non-disclosure agreement, such as information generally available to the public. All Confidential Information furnished under this MOU is and will remain the property of the furnishing party.

### **2.4 Recordkeeping**

Blood Track and Gilteck will each maintain records relating to its Project responsibilities in a manner such that the other can evaluate compliance with this MOU and will make those records available for review by the other on reasonable notice during the term of this MOU.

### **2.5 Sharing Information**

Blood Track and Gilteck will each reasonably cooperate with one another in providing information relating to its activities under this MOU in connection with any requests especially regarding legal compliance.

### **2.6 Organizational Developments**

Blood Track and Gilteck will each notify the other promptly of: (a) any changes in its management team or key personnel responsible for carrying out its activities relating to the Project; (b) any changes not explicitly stated in this MOU which might have a direct impact on the successful implementation of the project.

## **3. Intellectual Property**

### **3.1 Name and Logo**

Blood Track and Gilteck may use the other's name, logo, and other trademarks project materials and for external communication purposes as set out in the plan. For clarity, Blood Track will obtain no rights to Gilteck's marks, and Gilteck will obtain no rights to Blood Track's marks, other than the limited rights set out in this Agreement.

### **3.2 Materials Developed by Each Party**

In carrying out the Project, Blood Track and Gilteck may share and permit use of existing proprietary know-how, methodologies, curricula, documents, and other materials. Blood Track and Gilteck grant to each other a royalty-free, non-exclusive, non-transferable, non-sublicensable, and revocable permission to use and distribute such materials for the sole purpose of carrying out the project to parties agreed by both the client and partner. For clarity, Blood Track and Gilteck each owns, and will continue to own, all right, title and interest, including all copyright rights, in and to its own existing materials out of the DOMIS software for PC project.

### **3.3 Material Developed Jointly**

Unless otherwise specified in the Plan, Blood Track and Gilteck will jointly own any new materials developed in connection with the DOMIS software for PC project that were not developed independently but are jointly conceived and created and agreed upon. Neither Blood track nor Gilteck may convey or license any rights in or to such 'joint works without the express prior written consent of the other party. Following termination of this MOU for any reason, either party may use the Joint Works, internally, in connection with activities consistent with the purpose of this Project. Neither party may disclose Joint Works to third parties unless such party (a) obtains written consent from the other party, and (b) if requested by the other party, removes any trademark, service mark, or other identifier of the other party from the Joint Works. In case of violation, the concerned partner would be liable to legal action and prosecution. It is further understood and agreed that Blood Track and Gilteck would retain equal (50%) of the rights, title, and interest in and to any materials provided for the DOMIS software for PC project. Blood Track and Gilteck would be required to get a written permission from each other in case of temporary use of the DOMIS software for PC project for a purpose it deems necessary. This permission must include among others; the purpose of use, to whom or with whom it intends to use and the period of use

### **3.4 No Infringement**

Blood Track and Gilteck each warrant to the other that their respective Project materials will not violate, infringe, or misappropriate any copyright, right of privacy, right of publicity, trademark, trade name, or other common law or statutory intellectual property or other right of any nature of any third party.

## **4. Termination**

### **4.1 Expiration**

This MOU will terminate on the completion date set out in the Project Plan unless terminated under any of the other provisions of this Section 5. [renewable 5 yearly]

### **4.2 Mutual Agreement**

This MOU may be terminated by a writing signed by both Blood Track and Gilteck that states their intent to terminate this MOU and the date upon which such termination will take effect.

### **4.3 Termination for Breach**

If either party breaches any of its obligations under this MOU, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within 60 days after receipt of such notice, the non-breaching party may terminate this MOU upon delivery to the breaching party of a written notice to that effect, with the termination effective upon receipt of such notice by the breaching party. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

### **4.4 Termination for Reputational Concerns**

Either Blood Track or Gilteck may immediately terminate this Agreement by giving written notice to the other if it reasonably believes that the other party has engaged or is engaging in conduct, or has been alleged to have engaged in conduct, including, without limitation, conduct involving harassment or discrimination, of a nature which reflects or could reflect materially and unfavorably upon the reputation of the terminating party. Such a termination will be effective upon delivery of the notice by the terminating party.

### **4.5 Effect of Termination**

Upon the expiration or termination of this MOU, Blood Track and Gilteck will promptly cease any use of the other's materials, names, logos, and other marks, except as permitted under this section. If the MOU terminates, Blood Track and Gilteck will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination.

## **5. General Provisions**

### **5.1 Amendment**

This MOU may be amended only as stated in and by a writing signed by both Blood Track and Gilteck which recites that it is an amendment to this MOU.

### **5.2 Assignment**

Neither party may, directly or indirectly, assign its rights or delegate its duties under this MOU to anyone else without the prior written consent of the other party, except that either may assign all its rights and obligations under this MOU without the other's prior written consent in connection with a merger, acquisition, reorganization, sale, or transfer of substantially all of its assets, or other operation of law.

### **5.3 Independence**

Blood Track and Gilteck are semi-dependent contracting parties. The arrangements contemplated here by Blood Track solely via the project mentioned above, creates a partnership for the purpose of the project stated. Neither Blood Track nor Gilteck has the power or authority to bind or obligate the other to a third party or commitment in any manner outside of the DOMIS software for PC project. The use of the term "PARTNER" or comparable term in all communication would be appropriate.

### **5.4 Notices**

Notices, approvals, and consents under this MOU must be in writing and delivered to Blood Track and Gilteck by email to the contact person identified in the Project Plan or relevant email address designated.

\* \* \* \* \*

Blood Track and Gilteck signed this MOU as of the date below

#### **Blood Track**

By:

Name: Fonkou Steve

Title: Founder and executive director

Date:

#### **Gilteck**

By:

Name: Anki Gilbert Okosso

Title: Founder and executive director

Date:

## Exhibit A

### Project Plan

#### Partner's data and contact person

<b>Partner's name</b>	Gilteck
<b>Partner's mission</b>	In partnership with Blood Track on the DOMIS software for PC project, Gilteck's mission is to utilize digital technology to optimize blood transfusion services, making them more efficient and financially sustainable.
<b>Partner's address</b>	Molyko Buea, Cameroon
<b>Partner's contact person</b>	Name: Anki Gilbert Okosso Title: Founder and executive director E-mail: <a href="mailto:ankigilbertokosso@gmail.com">ankigilbertokosso@gmail.com</a> Telephone: (+237) 672 193 770/ 620 205 447/ 658 621 903

#### Partner's data and contact person

<b>Client address</b>	Blood Track, (www.bloodtrack.cm)
<b>Client contact person</b>	Name: Fonkou Steve Title: Founder and executive director E-mail: <a href="mailto:fonkousteve@yahoo.com">fonkousteve@yahoo.com</a> Telephone: (+237) 679 729 384

#### Project objectives and activities

<b>Project name (if any)</b>	DOMIS software for PC
<b>Project objective</b>	Use digital technology to optimize blood transfusion services and render them financially viable.
<b>Project core activity</b>	Refine and improve recruitment and retention of blood and plasma donors; implement lean management systems for blood transfusion services; enhance care of patient with any blood pathology
<b>Project period and expected completion date</b>	TBD
<b>Project external communication plan</b>	
<b>Project key performance measures</b>	

<b>Project beneficiaries</b>	<b>client[s]</b>	<b>or</b>	Hospitals, blood banks, people living with any blood pathology, blood donor organizations, scientific professional societies
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**Blood Track’s responsibilities**

<b>Deliverables</b>	<p>Put at disposal of partner all relevant material in phase with project</p> <p>Responsible for communication of project</p> <p>Team development</p> <p>Ensure patency and protection rights of the project</p> <p>Involved in strategic development of the project</p> <p>[add what you think is necessary]</p>
<b>Reporting</b>	Progress regarding project evolution

**Gilteck’s responsibilities**

<b>Deliverables</b>	<p>DOMIS software for PC</p> <p>Ensure regular updates, bug fixing as required</p> <p>Involved in strategic development of the project</p>
<b>Reporting</b>	Feedback regarding project evolution

**Joint Work Product**

<b>[Ownership]</b>	<i>Blood track and Gilteck trademarks</i>
<b>[Distribution]</b>	<i>Blood track and Gilteck will source for distribution to clients, investors, sponsors and benefactors via respecting the communication and confidential clause stated above.</i>
<b>[Credit and recognition]</b>	<i>Blood track and Gilteck trademarks</i>

**Use of Name and Logos**

<b>Project materials</b>	<i>Logos, Slogans, Taglines, names, mission statements, links, pictures</i>
<b>External communications</b>	<i>Interviews, news articles and blogs, website, social media, print and other forms of online media.</i>



**Exhibit B**

**Project Plan Adjustment**

<b>Date of adjustment</b>	
<b>Reason for change(s)</b>	
<b>[Modified Objectives]</b>	
<b>[Modified Activities]</b>	
<b>[Modified Responsibilities]</b>	
<b>[Other Terms]</b>	

This document is a Project Plan Adjustment and is an amendment to the Memorandum of Understanding, dated\_\_\_\_, 20\_\_, between Blood Track and Gilteck.

Agreed and confirmed as of the date stated above.

**Blood Track**

**Gilteck**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_