

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made between **Ghana Association of Software and IT Services Companies**, is Ghana's premier trade association for the IT software and services industry. GASSCOM, registered as a non-profit company limited by guarantee under company's code of the Republic of Ghana hereinafter referred to as "GASSCOM" on the One Part.

And

**Mauritius IT Industry Association (MITIA)**, an Organisation regrouping various companies operating in the IT industry in Mauritius, having its address at 24 Dr Roux Street, Rose Hill, Mauritius, hereinafter referred to as "MITIA" on the Other Part.

The expression 'GASSCOM' and 'MITIA' shall mean and include their respective heirs, executors, administrators, nominees and assigns. Each of the signatories are also referred to as the 'PARTY' and together as 'PARTIES'

### PREAMBLE

- (i) GASSCOM seeks primarily to act as a catalyst for the growth of IT-enabled and BPO industry by playing a key advocacy role to influence government to prepare the enabling environment through appropriate legislation that will foster the growth of the outsourcing industry. Other goals include facilitation of strong bonds and trade between outsourcing companies in Ghana and develop strong association with global outsourcing trade groups, and collaborate with investment partners to promote the industry.
- (ii) MITIA has as mission to help foster the required environment conducive to the prosperity and competitive nature of the IT industry in Mauritius, to represent the IT industries interests in relevant policy issues and fora, and to create an environment that assists in fostering business alliances, establish close working relationships with regional and worldwide IT associations.

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## THE PARTIES HAVE AGREED AS FOLLOWS

### 1. Objectives of the MOU

1.1 The PARTIES wish to cooperate and collaborate as follows:

- (a) to share their experiences including with organisations within their respective countries
- (b) to benefit from each other's presence and contacts in the ICT markets in other African countries and the Indian Ocean Islands.
- (c) to arrange for meeting with the officials from Government and from the private sector in the aforementioned countries as appropriate for discussion on projects where GASSCOM or MITIA members have a leading edge and the required expertise.
- (d) The PARTIES shall further collaborate for, inter-alia,
  - programmes development for Universities
  - training programmes to fill the gap between industry requirements and young university graduates
  - SMEs development
  - working in clusters and Africa strategy
  - broadband development
  - National ICT strategies for industries
  - Collaboration with various IT Associations on projects in the African region, sharing of resources and competencies to together develop economic sectors.
  - development of sustainable ICT programmes with the Ghana Government using Mauritian experience such as on how to create manpower resources, IT related education, jobs in ICT/BPO

1.2 This MOU may eventually be made more comprehensive to include additional collaborative arrangements to fulfil these objectives.

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## **2. Intellectual Property Rights**

- 2.1 Nothing contained herein shall constitute a transfer, assignment or cession of intellectual property rights by any one PARTY to the other.
- 2.2 Each PARTY agrees to respect the other PARTY's proprietary rights in all material, document or information and to use the same exclusively for the purpose for which the material, document or information has been communicated.
- 2.3 Each PARTY agrees not to use the other PARTY's trademarks and logos in any communication, presentation or material to be published to a third party without the other PARTY's prior written permission.

## **3. Confidentiality**

- 3.1 This MOU is a confidential document and the PARTIES agrees not to disclose its existence or contents to any third party without the prior written permission of the other PARTY.
- 3.2 Confidential Information shall not be used other than for the purpose for which it is disclosed.

## **4. Limitations**

The present MOU is subject to the regulatory obligations and legislation to which each of the PARTY may be subject to.

## **5. Term & Termination**

- 5.1 This MOU shall be valid for an indeterminate period from the date of signature by both PARTIES and shall remain in force until both PARTIES collectively agree to its termination.
- 5.2 All obligations of confidentiality, all terms relating to the ownership of intellectual property rights, confidentiality, all limitations and exclusions of liability, and all indemnities shall survive the expiry or termination of this MOU.

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**8. Dispute Resolution**

8.1 This Agreement is governed by, and is to be construed in accordance with, the Laws of Mauritius.

8.2 Any dispute, disagreement, controversy or claim ("Dispute") arising out of or in connection with this Agreement, shall be resolved amicably between the PARTIES.

**9. Primary Contacts**

The designated primary contacts for the PARTIES are listed in this MOU as follows:

**FOR: GASSCOM**

Name: Kojo Afedzi Hayford

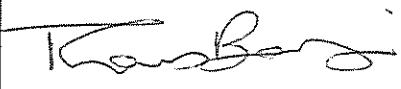
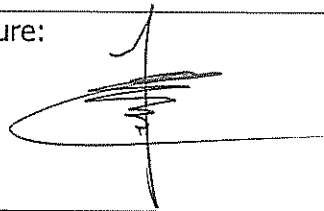
Title: President

**FOR MITIA**

Name Dev Sunnasy

Title: President

IN WITNESS WHEREOF, the PARTIES have entered into this Agreement the day and year first above written.

<b>FOR GASSCOM</b>	<b>FOR MITIA</b>
Name: Thomas Baafi	Name Dev Sunnasy
Title: Member	Title: President
Signature: 	Signature: 
Date: 12 <sup>th</sup> March 2017	Date: 12 <sup>th</sup> March 2017

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