

MEMORANDUM OF UNDERSTANDING (“MOU”)

BETWEEN

EDUARDO MONDLANE UNIVERSITY

AND

TP JGC CORAL MOZAMBIQUE LDA

The **Eduardo Mondlane University**, public institution of Higher Education, with headquarters in 25 de Junho Square, n° 257, building of the Rectorry, 4th Floor, City of Maputo, in this act represented by Prof. Dr. Orlando Quilambo, Rector, (hereafter “UEM”).

and

TP JGC Coral Mozambique Lda, incorporated under the Laws of Mozambique, represented by Nicolas Sicard, Country Manager, (hereafter, “TP JGC CORAL MOZAMBIQUE LDA”).

The UEM and TP JGC CORAL MOZAMBIQUE LDA are hereinafter collectively referred to as Parties,

Whereas:

- A. UEM through the Faculty of Engineering, offers postgraduate courses in Oil and Gas Engineering in Mozambique;
- B. TP JGC CORAL MOZAMBIQUE LDA has a vast experience in execution of integrated projects in respect of oil & gas projects both onshore and offshore, and is currently executing the Coral South Development Project;
- C. TP JGC CORAL MOZAMBIQUE LDA is willing to develop an Intergenerational and Knowledge Transfer program in partnerships with universities;
- D. The UEM and TP JGC CORAL MOZAMBIQUE LDA are jointly keen in developing a sustainable cooperation in matters of education development in respect of oil & gas development projects in Mozambique.

Now therefore, the Parties hereby agree as follows:

Article 1

Purpose

The Parties consent to develop their cooperation in the fields of education and oil & gas development projects to the benefice of Mozambican students as further described in this MOU.

Article 2

Form of Collaboration

The collaboration between the Parties will be referred to as the "Collaboration Project". The Parties shall endeavor to dedicate qualified and experienced employees to the Collaboration Project.

Within a week after the signing of the MOU, each party shall nominate a focal point of contact who will ensure coordination of activities during the execution of the Collaboration Project.

Regular meetings (the regularity of such meetings will be defined by the Parties, but in an initial phase such meetings will be weekly) will be held in order to ensure coordination and a smooth progress of the Collaboration Project.

Article 3

Content of the Collaboration Project

Within a month after signing of the MOU, the Parties will elaborate a detailed Collaboration Project Plan and associated schedule, based on the following areas of activity:

1. Development of a new Master degree in Health, Safety & Environment (HSE):

This development will include:

- (i) Finding and establishing an agreement with a reputable international academic institution to assist in developing the Curricula;
- (ii) Course material development;
- (iii) Teaching and supervision support;
- (iv) Local academics capacity development;
- (v) Teaching/learning and research tools development (library, laboratories, site visits, internships, seminars, among other).

2. Training

Both Parties will work jointly to identify a mutually agreed number of engineers for 6 months training period in Yokohama and /or Goeje.

The engineers benefiting from such training will be selected by TP JGC CORAL MOZAMBIQUE LDA on the basis of objective academic criteria and in accordance with TP JGC CORAL MOZAMBIQUE LDA internal policies.

3. Equipment

The UEM and TP JGC CORAL MOZAMBIQUE LDA will review the possibility to benefit from a transfer of equipment to the UEM (such as computers donated by TP JGC CORAL MOZAMBIQUE LDA, in accordance with TP JGC CORAL MOZAMBIQUE LDA internal policies).

4. Miscellaneous

Other field of collaboration that are aligned with the Purpose of this MOU may be considered during the Collaboration Project.

Article 4

Effective Date and Term

This MoU shall come into force upon signature, and shall remain in force until December 31, 2022, or its early termination as per Article 6.

Article 5

Costs

The Parties will mutually agree the respective allocation for the costs related to the execution of the Collaboration Project.

Article 6

Early Termination

This MoU shall terminate upon the earlier of:

- a) The mutual agreement of the Parties;
- b) The date it is replaced by all other agreements entered into among the Parties;
- c) Withdrawal of any Party at any time during the term of the MoU (by written notice to the other Parties) for any reason;
- d) Pursuant to Article 11.3.

Upon termination of this MoU, the Parties shall have no further rights or obligations hereunder except for rights and obligations which arose prior to, or as result of, such termination, and except for obligations under Article 7.

Article 7

Confidentiality and Intellectual Property

1. The Parties agree that all data or information acquired or created in connection with this MoU shall be considered and kept confidential and not be disclosed during the term of the MoU and for a period of 5 years thereafter to any person or entity not Part of this MoU, except that any Party may, without the consent of the other Parties, disclose such information:
 - a. To an affiliate and its employees, subject to the relevant Party taking customary precautions to ensure such information is kept confidential;
 - b. To any bona fide intended assignee of all or part of its interest hereunder;
 - c. To the extent required by any applicable law or the regulations of any recognized regulatory authority of any applicable jurisdiction or because of the order of any court binding upon a Party;
 - d. To the extent that the same has become generally available to the public other than by reason of breach of this MoU by such Party, provided that before disclosing such confidential data and information to the persons and entities referred to above, the relevant Party shall obtain, from each such person or entity, a written undertaking of confidentiality on terms no less stringent than those set out in this paragraph.

2. Each Party expressly retains exclusive ownership rights to its own intellectual property and all developments based on the same. Use of a Party's intellectual property rights by the other Party shall be limited to the purpose of complying with the obligations under the MoU.

Article 8

Non-Exclusivity Status

It is not the intention of the Parties to create by means of this MoU an exclusive relationship of any nature. For that reason, none of the Parties, nor any of their respective affiliates shall be obliged to participate in any project or business opportunity that arises under the scope of this MoU.

Article 9

Relationship

1. No Party to this MoU shall be construed as being a partner, agent or representative of the other or to create, give effect to or otherwise form any joint venture or partnership between the Parties.
2. The activities described above on Article 2 as the scope of cooperation does not bind the Parties to achieve a specific result, or shall cause any expectations in terms of performance of the said activities.

Article 10

Non-Binding Status

No Party shall have any authority to bind the other Party. This MoU is solely a non-binding agreement and does not create any obligation, legally or otherwise on each Party, except for the provisions of Effective date and term, termination, Non-exclusivity status, relationship, confidentiality, and applicable law and arbitration which shall constitute the legally binding agreement among the Parties.

Article 11

Compliance with Laws

1. The Parties warrant that they will act in compliance with all applicable laws, including anti-corruption laws, to which they might be subject when performing their obligations under this MoU.
2. The Parties agree that any of them may elect to carry up a due diligence exercise at any time prior to or during the execution of the MoU to receive satisfaction that the other Party has in place adequate procedures designed to prevent persons associated with the Party from engaging in bribery or similar prohibited conduct under any applicable anti-corruption laws.
3. The Parties agree that any non-compliance, even partial, with the abovementioned declarations and undertakings, reasonably resulting in adverse consequences for TP JGC CORAL MOZAMBIQUE LDA and/or the UEM, as applicable, will be considered a material default under this MoU and as a consequence, will entitle the non-defaulting Party to terminate the MoU with immediate effect, without prejudice to its other rights and remedies at law.

Article 12

Governing Law

This MoU shall be governed by and construed in accordance with the Mozambican law without application of any conflict of law principles.

Article 13

Language



This MoU has been negotiated and shall be signed in the English language.

Article 14

Miscellaneous Provisions

1. All notices among the Parties shall be in writing, in English, and delivered in person or by courier service, and addressed to such Parties as designated below.
2. No amendment or variation to this MoU shall be valid unless it is in writing and signed by each of the Parties.

Maputo, October, 2018

<p style="text-align: center;">For TP JGC CORAL MOZAMBIQUE LDA</p> <p style="text-align: center;"></p> <hr/> <p style="text-align: center;">Nicolas Sicard (Country Manager)</p>	<p style="text-align: center;">For EDUARDO MONDLANE UNIVERSITY</p> <p style="text-align: center;"></p> <hr/> <p style="text-align: center;">Prof. Orlando António Quilambo (Rector)</p>
---	---

TP JGC CORAL Mozambique, Lda.
Baixo Central, Av. da Marginal n.º 141
2.º Andar, Prédio Global Alliance
Maputo - Mozambique
NÚMEL: 100776235 - NUIT: 400744349