



MEMORANDUM OF UNDERSTANDING

ON

The Partnership between Lidice Memorial, Czech Republic and Aegis Trust, Rwanda

1. Interpretation

In this Memorandum of Understanding the following words and expressions shall have the following meanings:

“Parties” means the Lidice Memorial and Aegis Trust;

“Partnership” means the agreed co-operation between the Parties.

2. General Principles

2.1 This Memorandum of Understanding (MoU) articulates the co-operation between Lidice Memorial and Aegis Trust (hereafter “Partners” or “Parties”).

2.2 The Partners commit themselves to work in partnership in pursuit of the following co-operation objectives:

- a) Exchange of knowledge, exhibitions, publications and providing with historical materials
- b) Documentation
- c) Research, incl. allowing the access to archive materials for research purposes
- d) Archiving, preservation and memorials
- e) Exchange of internships of experts

2.3 Each common project requires an individual agreement that will be proposed in the written form and confirmed by both Parties, with signing of related documents, such as agreements, protocols, etc.

2.4 The way of financing of individual common projects as well as following duties of the financial funding will be defined by individual agreements mentioned in the Article 2.3.

3. Responsibilities

- 3.1 The Lidice Memorial is a subsidized organization of the Ministry of Culture of the Czech Republic. The mission of the Lidice Memorial is to preserve the memory of extermination of the municipalities Lidice and Ležáky and their inhabitants who became victims of Nazi violence. Furthermore its mission is to keep the memory of suffering of the Romany people who were interned in the former Gypsy camp in Lety.
- 3.2 The Lidice Memorial will work collaboratively with Aegis Trust to successfully to achieve the objectives.
- 3.3 Aegis Trust is a non-governmental organisation registered as a charity in the United Kingdom and operating since 2004 in Rwanda. Aegis Trust Rwanda is a registered International Non-Governmental Organisation and is also the operator of the Kigali Genocide Memorial Centre. It is a genocide prevention organisation, whose mission is to find appropriate ways to remember the victims of genocide, to raise public awareness about cases and consequences of genocide and about how to change the environment and ideology that leads to genocide.
- 3.4 Aegis Trust will work collaboratively with the Lidice Memorial to successfully achieve the objectives.

4. Agreement

- 5.1 This MoU will form the spirit and basis for positive collaboration and synergy between the Partners in accordance with the agreed objectives.
- 5.2 Each party will have the main responsibility of the activities as outlined in Clause 1 and Clause 2.
- 5.3 This MoU will be effective from the date of signature by both Parties for the duration of the Partnership.

5. Intellectual Property

- 5.1 All specific systems, tools, methods, manuals, questionnaires, and study protocols which will be produced or used by the partnership, solely or in collaboration with others, during the term of this agreement relating to the business of each of the Parties shall remain the sole property of each of them.
- 5.2 For any contributions to publications, abstracts and presentations relating to the Partners, the Partnership will require prior approval of both Parties.

6. Return of Materials

When this agreement is terminated, or earlier as the either party may require, irrespective of the reason thereof, both Parties shall return to each other all material, reports, manuals, correspondence, files, computer software, blue prints, work sheets, sketches, drawings, specifications, manufacturing costs estimates, models, customer lists and other material belonging to each of the collaborating parties. None of the Parties shall be entitled to exercise a lien on any materials belonging to the other.

7. Confidentiality

- 7.1 Both Parties may receive confidential information concerning the other during the period of the Partnership.
- 7.2 In addition to and without prejudice to any legal obligations of both Parties to keep information secret, Parties shall not (except for the purpose of performing their duties hereunder or unless ordered to do so by a court of competent jurisdiction) either during the Partnership or after its termination directly or indirectly use, disclose or communicate Confidential Information and both Parties shall use their best endeavours to prevent the improper use, disclosure or communication of Confidential Information:
- Concerning the business of the Partnership, which comes to the attention of the Parties during the course of or in connection with the Project.
- 7.3 For the purposes of clause 7.2, Confidential Information means:
- a) any information of a confidential nature (whether trade secrets, other private or secret information including secrets and information relating to corporate strategy, business development plans, product designs, intellectual property, business contacts, annual budgets, management accounts and other financial information; and/or
 - b) any confidential report or research undertaken by or for the Parties before or during the course of the Partnership.
- 7.4 Notwithstanding the above, any confidential information may be disclosed to government authorities if the disclosure is required by law.

8. Governing Law and Dispute Resolution

In the event of a dispute relating to this agreement, both parties shall use all reasonable means to resolve the dispute, by reference to representatives of the Governing body for each party if a remedy cannot be reached. In the event that a remedy cannot be found then each party reserves the right to terminate this agreement under Item 9 below. Any legal redress shall be made under the law of the Partner making the redress, or otherwise as agreed by the parties.

9. Termination

- 9.1 This MoU can be terminated in either party at any given time before the termination date by sending the other party a registered letter.
- 9.2 Nothing in this Contract prevents the Parties from terminating the MoU without notice if:
- a) either party commits any material breach or (after warning) any repeated or continued breach of their obligations under this MoU or are guilty of conduct tending to bring themselves, the Project or an Associated Partner into disrepute and/or;
 - b) either party reasonably believes the other is guilty of gross misconduct or gross negligence materially harmful to the Partnership whether or not in connection with or referable to this MoU
 - c) either party refuses or neglects to carry out its obligations under this MoU or repeatedly breaches any of the terms or conditions hereof having been given notice of such failure or breach from the MoU.

10. Amendments

Any amendments and additions to this agreement shall only be legally valid if they are drawn up in writing, signed by the Parties, annexed to this MoU and deemed to form part thereof.

11. Signature

This MoU has been signed and executed in duplicate and the Partners have received one copy each.

On behalf of Aegis Trust

Country Director

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Freddy Mutanguha

On behalf of the Lidice Memorial

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Mgr. Lubomíra Hédlová

On behalf of Dr. Milouš Červencí, Director