

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding is made

Between:

The Government of Rwanda/Ministry of Agriculture and Animal Resources (MINAGRI), PO BOX 621 KIGALI, RWANDA, represented by Dr. Olivier KAMANA, the Permanent Secretary, on one hand;

And

Upgrow Rwanda Ltd, Company Code: 134202981 with its registered office at Kinyinya, Gasabo District, KIGALI, RWANDA, represented by Mr. Kenny RUBADUKA, Founder & Chief Executive Officer, on the other hand.

BACKGROUND

Upgrow Rwanda Ltd is a Rwanda-based agritech company engaged in the development and implementation of innovative, sustainable, and climate-resilient agricultural production solutions. The company is promoted by Kenny Rubaduka, Founder and Chief Executive Officer, with professional experience spanning business development, operations, and entrepreneurship, and a demonstrated focus on building efficient and scalable systems within emerging sectors.

The Company has identified controlled-environment agriculture (CEA) as a strategic solution to key structural challenges within the agricultural sector, including land constraints, seasonal climate variability, inefficient water use, and the growing demand for consistent, high-quality crop production. In response, Upgrow Rwanda Ltd is proposing the implementation of a pilot vertical farming project utilizing aeroponic tower technology in Kimironko, Gasabo District, City of Kigali.

The proposed intervention aligns with Rwanda's Strategic Plan for Agriculture Transformation, Fifth Edition (PSTA 5), which promotes urban and peri-urban farming, modernized crop production systems, irrigation and water use efficiency, food security and nutrition, and strengthened research and technology transfer for agri-food systems transformation. Adherence to MINAGRI priorities ensures that the pilot contributes meaningfully to national agricultural

transformation objectives and operates within the broader agri-food systems development framework.

Strategically, the Company will commence with a pilot phase comprising ten (10) aeroponic towers, with structured testing of fifteen (15) selected crop varieties across three categories, namely local herbs, leafy greens, and export-oriented crops, over a twelve (12) month implementation period. The pilot will generate verified operational and production data to assess the technical and economic feasibility of aeroponic vertical farming systems under Rwandan agro-climatic conditions, while also establishing a data foundation to support planned post-pilot scaling to a one-hundred (100) tower production system.

Funding for the initiative will be mobilized through a combination of private sector investment and the promoter's direct financial contribution, with select components, including greenhouse infrastructure, subject to collaboration with public and development partners under the framework of this MoU.

The initial area of intervention will focus on greenhouse-based controlled-environment agriculture in Kimironko, Gasabo District, City of Kigali. Subject to the outcomes of the pilot phase, the project is designed to scale through structured expansion, strategic partnerships, and integration into existing agricultural value chains. Future developments are envisaged to include system optimization, capacity expansion, knowledge transfer to sector stakeholders, and increased alignment with Rwanda's export-oriented agricultural production objectives.

The Ministry of Agriculture and Animal Resources (MINAGRI) is responsible for formulating and implementing national agricultural policies and strategies to transform the country's agri-food systems. The Ministry plays a central role in promoting agricultural innovation, strengthening value chains, and supporting climate-smart agricultural practices in alignment with PSTA 5 objectives.

Recognizing the strategic contribution of vertical farming and controlled-environment agriculture to agricultural transformation, the Parties express their mutual interest in collaborating to support the implementation of the Upgrow aeroponic vertical farming pilot project and to explore opportunities for scaling such innovations in alignment with national agricultural strategies and PSTA 5 priority areas.

The Parties agree as follows:

1. OBJECTIVE OF THE COLLABORATION

- 1.1. The Parties express their willingness to jointly achieve the Common Goal identified in Annex 1.
- 1.2. The Parties recognize that in order to achieve the Common Goal, a working partnership between different entities offering complementary competencies is the best way to address complex developmental challenges.

- 1.3. The Parties agree that such collaboration shall be conducted in a spirit of mutual benefit and respect.
- 1.4. The Parties agree that such collaboration is non-exclusive and should remain open to third Parties provided such Parties are able to provide complementary resources required to achieve the Common Goal, and subject both to the mutual agreement of the Parties and to the mutually agreed third parties executing non-disclosure agreements with the Parties which are consistent with the confidentiality requirements set forth in this MoU.

2. AREAS OF COLLABORATION

- 2.1. The Parties intend to collaborate to pursue the Common Goal in the manner described in Annex1.
- 2.2. The Parties agree that any specific project to be implemented by or between them will be negotiated separately within the framework of this MoU and will be formalized in separate and appropriate agreements.
- 2.3. Specific projects developed within the framework of this MoU will be implemented in compliance with each Party's mission, strategies, and policies.
- 2.4. Upgrow Rwanda Ltd long term plan shall be fully aligned with the Ministry Strategic Plan, and once agreed by both parties, the plan will be decentralized at the district level where Upgrow Rwanda Ltd is operating and oriented for the implementation to ensure the harmonization with District Development Strategies ("DDSs").
- 2.5. In case Upgrow Rwanda Ltd is operating with cooperatives, NGO's gradual disengagement shall be proposed as an exit plan; at least after 5 years of bilateral cooperation – Upgrow Rwanda Ltd and Cooperative; in order to facilitate the empowerment of other cooperatives - suggested by the Government- still at early-stage development and contribute to their sustainability.
- 2.6. Not less than one month before every Fiscal year, Upgrow Rwanda Ltd will submit to MINAGRI an approved annual work plan; deducted from the Upgrow Rwanda Ltd's long-term plan said above; to facilitate the follow-up and to make observations where need be.
Submission of this work plan shall not supersede the online submission of the annual work and annual report requested by the Rwanda Governance Board ("RGB").
- 2.7. In addition to the matters referred to above, the Parties will explore further ways to collaborate.

3. COST

3.1. Unless otherwise expressly agreed, each Party will bear its own costs in connection with collaborations arising out of or related to the implementation of this MOU.

3.2. In instances where the implementation of this MoU implies some activities that need MINAGRI and/ or Upgrow Rwanda Ltd financial support, this will be translated into either: A separate contract with full documentation i.e project description, work plan, budget, monitoring, and evaluation plan, along with its corresponding budget. Provisions in the donor contract will govern the management of that specific budget.

4. COMMUNICATION

Any formal notice required to be given under this MoU shall be transmitted in writing by prepaid registered mail (such notice to be effective 3 working days upon receipt) and shall be addressed to the contact persons as provided hereunder. Other correspondence regarding the Project or the implementation of this MoU shall be sent to the addresses provided hereunder.

For Upgrow Rwanda Ltd:

Kenny Rubaduka
Founder & Chief Executive Officer
Upgrow Rwanda Ltd
Kinyinya, Gasabo District, City of Kigali, Rwanda
Email: upgrowrwanda@gmail.com

For MINAGRI:

Permanent Secretary
Ministry of Agriculture and Animal Resources
P.O. Box 621 Kigali
Email: info@minagri.gov.rw

5. TERM

5.1. This MoU shall be deemed to commence on the Effective date of its signature by both parties and shall expire not later than 5 years unless terminated earlier by written notice by providing convincing reasons of its termination from the party, which has initiated the termination.

5.2. Either Party may terminate this MoU by giving three (3) months' prior written notice to the other Party. The expiration or earlier termination of this MoU does not affect any specific agreements concluded in the context of clause 2.2 above and is still in operation

at the date of expiration or termination (as relevant). Such agreements will continue to be governed by their own terms.

- 5.3. Notwithstanding the termination of this MoU, the obligations at clauses 8 and 9 shall continue.

6. AMENDMENT

- 6.1. Any provisions of this MoU may at any time and from time to time be amended by written consent by parties. The amendment shall not affect the substance and the nature of the original MoU.

7. PLANNING, MONITORING, EVALUATION, AND REPORTING SYSTEM

- 7.1. The choice of areas of operation/implementation will be discussed with MINAGRI primarily based on the needs prioritized by the sector, and both parties before its submission to MINAGRI shall agree on the plan.
- 7.2. Upgrow Rwanda delivers to MINAGRI an accurate written hard copy report related to the annual planned activities (see annex 3) on a quarterly basis and through MIS (Management Information System) of the Ministry. The validation of the submitted reports will be mainly based on the comments provided by the NGO focal person at the Ministry level. Submission of the annual or bi-annual reports to MINAGRI shall not supersede the online submission of these reports requested by RGB.
- 7.3. On a quarterly basis, a joint team composed by MINAGRI Staff, RAB and/or NAEB, Districts, Rwanda Governance Board, and Upgrow Rwanda Ltd's staff shall organize an assessment of the implementation of the activities undertaken by Upgrow Rwanda Ltd and draw the recommendations and lessons learned that need to be considered in the next year registration.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. For the purpose of this MoU the term "Intellectual Property Rights" shall mean: patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights to use and preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

8.2. During the course of the collaboration envisaged by this MoU, Upgrow Rwanda Ltd may, at its sole discretion, provide access to and allow MINAGRI to use Upgrow Rwanda Ltd's intellectual property rights for the purpose of the Common Goal. Such granting of access and use is limited to the extent expressly authorized in writing and in any event to the duration of the MoU and is not intended to transfer the ownership of Upgrow Rwanda Ltd's intellectual property rights, which shall remain with Upgrow Rwanda and vice versa.

8.3. Both Parties agree that any data or information prepared or produced as a result of or during the collaboration envisaged by this MoU, including rights of use and of exploitation, as well as intellectual property rights, including copyright, is the sole property of both parties.

9. CONFIDENTIALITY

9.1. Both parties shall at all times keep strictly confidential and shall not disclose the terms of this MoU or any confidential information which they may acquire in the course of their collaboration or in relation to the activities or affairs of the other party which is marked confidential or proprietary or which would, under the circumstances, appear to a reasonable person to be confidential or proprietary (the "Confidential Information"). With respect to the Confidential Information provided under this MoU, both parties shall: (i) restrict disclosure of the Confidential Information solely to those individuals who have a need to know and who are either employees of either party or who have executed non-disclosure agreements with either party similar to the present MoU and who have been advised of the party's obligations with respect to the Confidential Information and (ii) use the Confidential Information only in connection with this MoU, except as may otherwise be authorized by the other party.

9.2. Both parties shall not disclose or use such Confidential Information except (i) with the written consent of the other party or (ii) if such Confidential Information has come into the public domain otherwise than by breach by the other party of this Clause or (iii) as required by law or other applicable regulations.

10. PUBLICITY

10.1. The Parties agree to publicize their collaboration so as to help achieve their mutual goals and objectives. However, neither Party will issue press releases, advertisements, or other publicity-related public statements about the collaboration without the prior written approval of the other Party.

10.2. Each Party will give recognition to the other Party by mentioning its name in relation with projects implemented pursuant to this MoU in pre-agreed press releases, on internet sites, in speeches or via other appropriate communication means. Specific terms and conditions

related to the use of the name (and logo, if applicable) of either Party will be part of the separate agreement to be signed for the specific project.

10.3. Except as may otherwise be agreed, neither MINAGRI nor Upgrow Rwanda Ltd shall be permitted to use the logo or other trade mark of the other, except in case there is a written consent from both parties as a feedback to the request.

11. RELATIONSHIP BETWEEN THE PARTIES

Nothing in or relating to this MoU will be construed as creating a joint venture or legal partnership between the Parties, or with any of their agents, sub-contractors, or any other third party, nor shall a Party be deemed to be an agent of the other Party as a result of this MoU. More particularly, nothing in or in relation to this MoU will cause Upgrow Rwanda Ltd's Staff to be construed as the staff of the MINAGRI or vice-versa. The Parties are each responsible for their own acts or omissions, and those of their employees, contractors or any other personnel engaged by them in the execution of this MoU.

12. ANTI-CORRUPTION CLAUSE

Parties shall not make, promise, offer or secure promises thereof to any party, nor solicit or accept directly or indirectly for himself or herself or for any other party any gift, money, benefit, assistance or in-kind advantage (i) in contravention of Rwandan applicable law; (ii) to induce any government employee or official to commit or omit to commit any act in violation of his or her lawful duty; (iii) to obtain or retain business for, or direct business to, any individual or entity; (iv) without the express consent of the government for which the employee or official works; and (v) that is not reasonable, bona fide, and directly related to the Parties' activities.

13. APPLICABLE LAW, LANGUAGE AND DISPUTE SETTLEMENT

13.1. This MoU shall be governed by and construed in accordance with Rwandan law. The governing language of this MoU is English. In the event of an inconsistency between the English language version of this MoU and a translation, the English language version of this MoU will prevail.

13.2. If a dispute arises in connection to this MoU, the Parties will make their best effort to resolve it amicably. In case such a dispute persists a panel of senior representatives of the Parties will seat to consider and resolve the dispute until a final solution is reached. Each senior representative serving on such panel shall have full authority to settle the dispute.

13.3. The Parties agree that all clauses and Annexes of this MoU, even though they express goodwill and intent for a joint collaboration, are not legally nor financially binding and cannot

be subject to any jurisdiction, arbitration, external monitoring or other forms of evaluation. Therefore, any dispute or disagreement of any form with regard to these clauses or the Annexes or the parties' delivery on their stated intentions shall be resolved in good faith through discussion and should not be subject to external communication in any way whatsoever.

14. COORDINATION FORUM

As per NGO law, MINAGRI shall recommend Upgrow Rwanda Ltd to be part of the sector forum: Agriculture Sector Working Group/ ASWG; which is an essential forum – gathering MINAGRI and its stakeholders- for coordination around key agricultural development issues. This will enable Upgrow Rwanda Ltd to put forward views on sector policies and strategies to be undertaken. The forum is bridging advocacy and information exchange among key players in the sector.

MINAGRI is encouraging Upgrow Rwanda Ltd to be counted among active audience of ASWG and hence Upgrow Rwanda Ltd shall endeavour to work dynamically with one of the sector through the Technical Working Groups/ TWG, which are clustered under ASWG.

IN WITNESS WHEREOF, the Parties have executed this MoU.

On behalf of **MINAGRI**

On behalf of **Upgrow Rwanda Ltd**

Name: **Dr. Olivier KAMANA**

Name: **Kenny Rubaduka**

Title: **Permanent Secretary, MINAGRI**

Title: **Founder & CEO**

Date:/...../

Date:/...../

ANNEX 2: STRATEGIC PLAN (2025-2030)

PSTA5 Outputs	UPGROW Outputs	Indicator	Baseline	Target					Means of verification	Budget allocated (Frw)	Source of funds
			2024/25	2025/26	2026/27	2027/28	2028/29	2029/30			
Priority Area I: Modernization of Agriculture and Animal Resources Production for Climate-Resilient Agri-Food Systems											
Output 1.1.1: Agricultural land management and production models improved	Aeroponic production models	Number of operational aeroponic towers	0	10	10	100	100	150-200	Inspection report; Site verification	19-22M	Upgrow
Output 1.1.1: Agricultural land management and production models improved	Controlled Environment Agriculture (CEA) production sites	Number of Controlled operational production sites	0	1(Pilot)	1(Pilot)	2	2	3	Site Inspections; Pilot reports; Installation Reports	17.4M - sourcing funds	Upgrow + Partners/ Government
Output 1.1.3: Urban and peri-urban farming promoted	Urban & peri-urban vertical farming pilot (CEA)	Number of CEA/ vertical farming systems demonstrated	0	1(Pilot)	1(Pilot)	2	2	3	Site Inspections; Pilot reports; MINAGRI field visits	Included in Pilot Budget	Upgrow
Output 1.1.5: Irrigation and water resource management improved	Water-efficient production system optimised	Reduction in water use (%) versus conventional farming methods	0%	90%	92%	93%	95%	95%	System Sensor Data Logs; Water use records; Comparative production analyses	Included in Pilot Budget	Upgrow
Output 1.1.7: Plan health management enhanced	Controlled - environment plant health system established	Crop loss rate attributable to pests, disease, and system stress (%)	0%	10%	10%	8%	5%	5%	Monitoring logs; Agronomy reports; Crop health records	Included in Pilot Budget	Upgrow

Priority Area II: Inclusive Markets and Sustainable Agri-Food Systems											
Output 2.1.1: Export crops expanded	Export-oriented crop production	Number of tested export crop varieties	0	3	5	8	8	8	Production records; Sale invoices; Delivery records	Included in Pilot Budget	Upgrow
Output 2.3.1: Food security and nutrition improved	Year-round crop production	Quantity of crop productions (Tons)	0	2.5	2.5	25	25	50	Production records	Operational	Upgrow
Output 2.3.2: Households supported in nutrition-sensitive production	Nutrition-dense crops produced year-round	Number of nutritious variety crops produced	0	6	6	6-8	6-8	6-8	Crop records, Nutritional assessments	Operational	Upgrow
Priority Area III: Strengthening Agri-Food Systems Enablers for Effective and Efficient Delivery											
Output 3.1.1: Demand-driven research enhanced	Crop trials & Research per year	Number of crop varieties tested per year	0	10	10	10-12	6-8	5-6	Research reports; Performance summaries; Trial reports	Included	Upgrow
Output: 3.4.1 Capacity for planning and knowledge management enhanced	CEA knowledge generation and sharing	Number of reports and knowledge products produced and shared	0	2	4	6	8	10	Quarterly reports submitted via MINAGRI; Workshops completed; Trainings held	Included	Upgrow + Partners

ANNEX 3: ANNUAL ACTION PLAN 2025/2026

Output	Indicator	Baseline	Target	Activities to Deliver Output	Areas of Intervention	Budget Allocated (Frw)	Sources of Funds
Aeroponic pilot infrastructure established	Number of aeroponic towers installed	0	10	Site preparation; Greenhouse installation; Water & Electricity setup; Tower installation; System testing	Gasabo	22,000,000	Uppgrow
Urban & Peri-urban Vertical Farming Demonstration Pilot Established	Number of CEA demonstration sites established	0	1	Establish pilot as CEA demonstration site; Organize MINAGRI/RAB field visits; Document production model	Gasabo	Included in Pilot Budget	Uppgrow
Greenhouse Installation	1 Greenhouse Structure Installed	Not acquired; Not installed	Acquired and Installed	Greenhouse procurement or fabrication & Installation	Gasabo	17.4M Quoted + Shipping included; (Installation labour budget TBD)	Uppgrow + Partners/ Government
Pilot system activated and initial production cycle operational	Operational status of the pilot system	0	Fully operational with first production cycle launched	Nutrient preparation; Initial planting; Site preparation; Routine system monitoring; Adjustment of nutrient and water flow	Gasabo	3M (1.5 Included in pilot budget)	Uppgrow
Crop testing and performance validation completed	Number of crop varieties tested under aeroponic conditions	0	At least 5 crop varieties tested and documented	Seed sourcing; Nursery/Rockwool preparation; Growth monitoring; Recording survival and yield performance	Gasabo	1,200,000	Uppgrow
Pilot performance data captured and reported	Number of pilot performance reports produced	0	1 consolidated pilot performance report produced	Yield tracking; Performance analysis; Lessons learned documentation; Reporting	Gasabo	300,000	Uppgrow

