

AI AFRICA CONSORTIUM PROGRAM



WITS

and

ORGANISATION

(hereinafter collectively referred to as “the Parties” and in the singular as “a Party”).

TABLE OF CONTENTS

1.	INTRODUCTION	3
2.	DEFINITIONS.....	4
3.	COMMENCEMENT AND DURATION.....	7
4.	RESPONSIBILITIES OF ORGANISATION.....	7
5.	BREACH AND TERMINATION.....	8
6.	USE OF THE PARTIES' NAMES.....	8
7.	INTELLECTUAL PROPERTY RIGHTS.....	8
8.	CONFIDENTIAL INFORMATION.....	9
9.	DATA PROTECTION.....	9
10.	LIMITATION OF LIABILITY	10
11.	NO CESSION	10
12.	APPLICABLE LAW	10
13.	JURISDICTION.....	10
14.	ENTIRE AGREEMENT	10
15.	ORDER OF PRECEDENCE.....	10
16.	VARIATION, CANCELLATION AND WAIVER.....	11
17.	COUNTERPARTS.....	11
18.	COSTS.....	11

ANNEXURE A	Consortium By-laws
ANNEXURE B	Consortium Charter
ANNEXURE C	Member Benefits
ANNEXURE D	Basis and Conditions of Membership

1. INTRODUCTION

- 1.1. WITS and Cirrus have entered into an agreement to establish a collaborative relationship for the purpose of the development of human capital through student participation, the facilitation of skills development, the dissemination of knowledge on a long term non-commercial basis, the promotion of research activities in the field of AI and machine learning, and its application across a diversity of research fields including (but not limited to) physical and biological sciences, technology and engineering projects, the generation of intellectual property and the commercialisation of research from combined research activities.
- 1.2. WITS and Cirrus have established a consortium ("Consortium") to advance the adoption of the Cirrus by academic and research entities, and to build a community of potential users and promote new advances emanating from the Cirrus, and to serve the public good by creating an environment which supports research and entrepreneurial development in the Artificial Intelligence ("AI") field.
- 1.3. ORGANISATION wishes to participate in the Consortium to support its strategic mission, more fully described in the Consortium By-laws, Consortium Charter, the Member Benefits (annexed hereto as Annexures "A" "B" and "C" respectively).
- 1.4. ORGANISATION acknowledges that it has read the Annexures attached hereto and will acquaint itself with all the necessary provisions of these insofar as the terms provided are relevant and accepts such provisions of these documents as binding on it in respect to its obligations in terms of this Agreement.
- 1.5. The Parties acknowledge that nothing contained in this Agreement will be construed as creating a partnership or agency relationship between the Parties and does not constitute a joint venture or as considering either Party as an agent or representative of or employee of the other. Neither Party may act as the agent of the other Party or incur any liability on behalf of the other Party.
- 1.6. The Parties agree as set out below.

2. DEFINITIONS

Unless the context clearly indicates otherwise, the following terms shall bear the following meanings:

- | | |
|------------------------------------|--|
| 2.1. “Agreement” | this agreement together with all annexures and schedules hereto |
| 2.2. “Ambassador” | Ambassadors are appointed by Tier 1 Members and carry out tasks as listed in Annexure “A”: Consortium By-Laws. Ambassadors serve as community builders, making connections between people and resources. Ambassadors will be senior strategic individuals within their local institution and will be supported by a project manager when necessary |
| 2.3. “Ambassador Advisory Network” | the Ambassador Advisory Network is a forum for Ambassadors to aid the Consortium through the actions listed in Annexure “A”: Consortium By-Laws |
| 2.4. “Business Day” | any day which is not a Saturday, Sunday or official public holiday in South Africa |
| 2.5. “Cirrus Advisory Council” | the Board of Governors established for purposes of governing the Consortium on behalf of WITS, Cirrus, and other strategic stakeholders. The |

creation of the Advisory Council and its roles and responsibilities are set out in the Framework Agreement signed between WITS and Cirrus

- 2.6. "Cirrus" a private company duly incorporated and registered in South Africa according to the laws of South Africa, with registration number: 2019/510124/07
- 2.7. "Cirrus FOUNDRY" an operation that creates a collaborative environment connecting start-ups to Cirrus, students, researchers, faculty, corporate partners and capital concerned with real-world AI innovation
- 2.8. "Confidential Information" information that (a) relates to the Parties' past, present or future research, development, business activities, products, services, technical knowledge and personal information regarding any person, and (b) either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it should be obvious to the disclosing party that it is claimed as confidential
- 2.9. "Consortium" the AI Africa Consortium established by WITS in collaboration with Cirrus and which includes the Members working together to achieve the objectives of Cirrus
- 2.10. "Consortium Program" Collectively, the Consortium By-laws, Consortium Charter, the Member Benefits (annexed hereto as Annexures "A" "B" and "C" respectively)

- 2.11. "Global Collaboration Network" an informal network to help foster collaboration between the private sector organisations participating in Cirrus and academic and research institutions participating through the Consortium
- 2.12. "Intellectual Property" or "IP" intellectual capital whether or not subject to statutory protection embodied in any and all technical and commercial information, including chemical structures, biological or chemical information, manufacturing techniques and designs, specifications and formulae, know-how, data, database rights, systems and processes, production methods, test results, models, drawings, prototypes, methodologies, trade secrets, undisclosed inventions, financial and marketing information, as well as registered and unregistered intellectual property in the form of patents, utility models, trademarks, designs and plant breeders' rights (whether granted, registered or applied for), and copyright in any works including literary works or computer software programs in source and object code format)
- 2.13. "Members" independent entities electing to participate in the Consortium by signing this Agreement
- 2.14. "Rules" the statutes, rules, regulations, policies, procedures, practices, and standing orders and the like approved by the WITS' Senate or Council or both
- 2.15. "Signature Date" the date on which this Agreement is signed by the last Party to do so

- 2.16. "Strategic Founding Partners" private sector organisations supporting the establishment of Cirrus and its operations by having made and advanced to Cirrus, the prescribed minimum financial contribution required by Cirrus for all Strategic Founding Partners
- 2.17. "Termination Date" 07 May 2025
- 2.18. "WITS" the University of the Witwatersrand, Johannesburg, a public higher education institution recognised as such in terms of the Higher Education Act 101 of 1997

3. COMMENCEMENT AND DURATION

- 3.1. The membership status of ORGANISATION in the Consortium commences on the Signature Date and unless earlier terminated as provided herein continues until the Termination Date.
- 3.2. The Parties undertake to consult with one another three (3) months before the Termination Date in order to decide on the continuation of the Agreement for a further period as well as on the terms and conditions on which the Agreement will be renewed.
- 3.3. ORGANISATION may terminate its membership in the Consortium on sixty (60) days written notice to WITS.
- 3.4. In the event of the termination of the collaboration agreement between the WITS and Cirrus, ORGANISATION may be entitled to immediately terminate this Agreement by giving five (5) Business Days written notice to WITS and WITS will not be liable to ORGANISATION for any damages whatsoever.

4. RESPONSIBILITIES OF ORGANISATION

- 4.1. ORGANISATION agrees to:
- 4.1.1. join the Consortium as a Member and as such will be entitled to the benefits described in the Annexure "C": Member Benefits.
- 4.1.2. nominate and appoint a representative who will be responsible for liaising with WITS on all matters pertaining to Consortium.

- 4.1.3. comply with the Rules and with all applicable legislation.
- 4.1.4. not at any time, or in any manner, lower the dignity, standing and reputation of WITS in general, or in any way contest the validity of, or prejudice, any of WITS' Intellectual Property rights, including its corporate identity, emblem or logo.
- 4.2. ORGANISATION warrants that its trademarks, name, logos and intellectual property rights, do not infringe the trademarks, names, logos or intellectual property rights of any other third party.

5. BREACH AND TERMINATION

- 5.1. WITS may terminate ORGANISATION Membership in the Consortium if:
 - 5.1.1. ORGANISATION has breached any of the provisions of this Agreement and failed to rectify such breach within seven (7) Business Days after written notification by WITS to do so, such termination is in addition to any other remedies WITS may have in law.
 - 5.1.2. WITS has determined that ORGANISATION has done anything that makes it illegal to continue working with ORGANISATION.
 - 5.1.3. ORGANISATION cannot perform its obligations due to death, incapacity, or insolvency.

6. USE OF THE PARTIES' NAMES

- 6.1. The names, acronyms, or official logo of the Parties will not be used in relation to any publication, product or service marketed in terms of this Agreement unless the prior permission of the Party to be so named is first sought and obtained. However, the Parties may from time to time furnish each other with consent to make use of their names for agreed and specified purposes only.
- 6.2. The use of the names, acronyms or official logo of the Parties will, subject to each Parties policies and procedures, and in collaboration with their marketing departments only be used to promote the aims and objectives of the Consortium.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. The Parties hereby record that the ownership of rights in and to all Intellectual Property which is in existence at the commencement date of this Agreement or comes into existence after the commencement otherwise than in connection with this Agreement will be and remains unaffected hereby. For the avoidance of doubt,

this includes without limitation a Party's logo, emblem or any other form of corporate identity, shall remain vested at all times in that Party.

- 7.2. In the event that ORGANISATION and WITS create joint Intellectual Property in terms of this Agreement, the ownership of such Intellectual Property will form the subject matter of the separate written agreement to be concluded between the Parties. No agreement in this regard will be of any force and effect, unless reduced to writing and signed by both Parties.

8. CONFIDENTIAL INFORMATION

- 8.1. The Parties undertake to maintain the confidentiality of any Confidential Information to which either is allowed access, whether before or after the commencement of this Agreement;
- 8.2. The Parties will not divulge or permit to be divulged to any person any aspect of such Confidential Information which either has been privy to as a consequence of this Agreement.

9. DATA PROTECTION

- 9.1. In performing its obligations under this Agreement, the Parties will comply with the security and data protection obligations imposed it in terms of the Protection of Personal Information Act and other applicable data protection legislation and will implement and maintain all such technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of the Personal Information in its possession and to protect such Personal Information against unauthorised or unlawful disclosure, access or processing, accidental loss, destruction or damage.
- 9.2. The Parties hereby indemnify and hold harmless each other, and its respective staff, from any and all losses, costs, expenses and damage, including consequential losses and damage as well as penalties and fines arising from a Party's non-compliance with the provisions of this clause and the Protection of Personal Information Act and other applicable data protection legislation.
- 9.3. The obligations contained in this clause shall endure, even after the termination of this Agreement for whatever reason.

10. LIMITATION OF LIABILITY

10.1. WITS has insured itself against the acts and omissions of persons acting on its behalf within the course and scope of WITS' business. WITS' maximum liability will be limited, whether for a single or multiple events to the extent of its insurance cover herein.

10.2. ORGANISATION hereby indemnifies and holds WITS harmless from any claim which may arise in terms of this Agreement. ORGANISATION will not under any circumstances hold WITS liable for any indirect, contingent or consequential loss sustained or incurred by it howsoever arising and of whatsoever nature, including but not limited to loss of profits, whether or not ORGANISATION contemplated such losses or damages at any time.

11. NO CESSION

ORGANISATION shall not, save with prior written consent from WITS cede, assign, delegate or encumber any of its rights or obligations hereunder.

12. APPLICABLE LAW

This Agreement will be interpreted and implemented in accordance with the law of the Republic of South Africa.

13. JURISDICTION

The Parties consent to the jurisdiction of the South Gauteng High Court, Johannesburg.

14. ENTIRE AGREEMENT

14.1. This Agreement together with the annexures contains all the express provisions agreed on by the Parties with regard to the subject matter of the Agreement and the Parties waive the right to rely on any alleged express provision not contained in the Agreement.

14.2. This Agreement will prevail over, cancel and supersede all terms and conditions, whether written, oral or implied, not contained in this Agreement which ORGANISATION may seek to incorporate in the Agreement in whatsoever manner.

15. ORDER OF PRECEDENCE

The annexures to this Agreement form an integral part of the Agreement and will be read as if incorporated herein, provided that if there is any conflict between the body of the

Agreement and the annexures, the provisions contained in the body of the Agreement will take precedence, unless the context expressly indicates otherwise.

16. VARIATION, CANCELLATION AND WAIVER

No addition to or variation of any clause of this Agreement (including this clause 16), consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination will be of any force or effect unless reduced to writing and signed by both Parties or their duly authorised representatives.

17. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the Parties heretoon separate counterparts, each of which when executed and delivered will be an original and each of the counterparts will together constitute one and the same instrument.

18. COSTS

Each Party will bear its own costs relating to the negotiation, preparation, and signature of this Agreement.

ANNEXURE A: CONSORTIUM BY-LAWS

1. Name

AI Africa Consortium

2. Business Status and Location

The AI Africa Consortium (“Consortium”) shall be managed as part of the collaboration between the University of the Witwatersrand, Johannesburg (“WITS”), and Cirrus AI. The AI Africa Consortium’s primary place of business (“principal office”) is: 1 Jan Smuts Avenue, Braamfontein Johannesburg

3. Contact

AI Africa Consortium Coordinator

Name: Dr Roy Forbes

Phone: +27 84 445 4732

Email: roy.forbes@wits.ac.za

4. Consortium By-laws

The Consortium By-laws may be altered or amended by a vote of approval by two thirds (2/3) of the Cirrus Advisory Council members present, whether in person or by proxy and voting in favour of the alteration or amendment, at a duly constituted meeting of the Advisory Council.

5. Consortium Organisation

The Consortium consists of the association of organisations/institutions that are Members of the AI Africa Consortium according to the terms set forth in this Agreement.

6. Cirrus Advisory Council

6.1. Powers and Responsibilities

The governance of the Consortium shall be ensured by the Cirrus Advisory Council whose responsibilities and powers pertaining to the Consortium are specified by the Consortium By-laws and who shall act as a Board of Governors for the Consortium.

6.2. Cirrus Advisory Council members are expected to aid the Consortium through the following actions:

6.2.1. assisting in fundraising, public relations, and acquisition of new Members;

6.2.2. making amendments and alterations to the Consortium By-laws; and

- 6.2.3. providing oversight and approval of Consortium activities and deliverables as detailed in the Consortium By-laws.

7. Ambassador Advisory Network

7.1. Powers and Responsibilities

WITS will provide secretariat services to the Consortium (“Secretariat”). The Secretariat will support the operations of an Ambassador Advisory Network. This support will include maintaining a list of Members and scheduling regular meetings. The Secretariat will undertake drafting of minutes of meetings and the creation and maintenance of other documentation and records pertaining to the Ambassador Advisory Network.

7.2. The Ambassador Advisory Network will aid the Consortium through the actions listed below:

- 7.2.1. serve as community builders making connections between people and resources within their local organisation;

- 7.2.2. provide recommendations to the Cirrus Advisory Council on:

- Consortium operations;
- potential Members; and
- provide recommendations on directives aimed at fulfilling the strategic mission of the Consortium.

7.3. Status, appointment and removal of Ambassadors

Each Tier 1 Member shall be entitled and obliged to nominate and appoint one Ambassador, upon and subject to such terms and conditions as the Cirrus Advisory Council may in its sole discretion determine from time to time.

7.4. Ambassadors shall not be members of the Cirrus Advisory Council.

7.5. An Ambassador may be removed for any reasonable cause following a vote of approval by 2/3 of the Cirrus Advisory Council present in person or by proxy and voting in favour of such removal at a duly constituted meeting of the Cirrus Advisory Council.

7.6. Fees and Compensation

Ambassadors shall not receive any remuneration, compensation or benefits for the performance of their services as Ambassadors.

8. Membership

8.1. Basis and Conditions of Membership

- 8.1.1. An academic and/or research organisation that has an interest in the mission of the Consortium may become a Member upon satisfaction of the conditions for membership.

- 8.1.2. An entity may become a Member under any of the Membership classes upon satisfaction of the requirements for that Membership class. The requirements are set out in Annexure “D” and may be amended by the Cirrus Advisory Council from time to time.
 - 8.1.3. An entity wishing to join the Consortium must complete and submit the Membership Agreement.
 - 8.1.4. The continuation of Membership is contingent on Members meeting all the Membership requirements as determined by the Advisory Council from time to time.
- 8.2. Membership Classes
- Membership benefits by class of Member are defined in the Annexure “B”: Consortium Charter.
- 8.3. Modification of the Consortium Charter requires a vote of approval by two thirds (2/3) of the Cirrus Advisory Council members present in person or by proxy and voting in favour of the modification at a duly constituted meeting of the Cirrus Advisory Council.
- 8.4. The benefits, rights, privileges, conditions, and powers of any Membership Class, as well as the removal or addition of Membership Classes, shall be made through alterations or amendment of the Consortium By-laws, which requires a vote of approval by two thirds (2/3) of the Cirrus Advisory Council members present in person or by proxy and voting in favour of the alteration or amendment at a duly constituted meeting of the Cirrus Advisory Council.
- 8.5. Extension of Membership
- 8.5.1. An organisation’s Membership privileges shall not extend to such Member’s affiliates, subsidiaries, or related organisations except as follows:
 - Any wholly owned subsidiary of a parent organisation Member may share in the same Membership privileges as the parent organisation Member and shall be included in the parent organisation’s Membership and listing.
 - Agencies and administrative units of a national government shall be eligible for Membership at any level, but parent or sister organisations of such agencies and administrative units may not share in such Membership.

8.6. Membership Register

8.6.1. The Secretariat maintains an active register of names and addresses of each Member and the name and address of each Member's representative for the Consortium.

8.6.2. The withdrawal of any Member from the Consortium will be recorded in the register along with the date of the withdrawal and reason for withdrawal.

8.7. Each Member is responsible for notifying the Consortium in writing of changes to its name or address, changes in its representation for the Consortium, and changes to the name and/or address of its representative to the Consortium.

8.8. Membership Resignation

A Member may resign its Membership at any time, for any reason, on sixty (60) days written notice to WITS.

8.9. Membership Termination

The Membership of any Member may be terminated with reasonable cause provided such action is approved by the Cirrus Advisory Council.

Members must be informed of the decision to terminate Membership and the reason for the termination in writing, and such notice must be made at least thirty (30) days prior to the effective date of termination.

8.10. Meetings and Chair

8.10.1. The Advisory Council shall have a designated chair who shall presides over meetings. A chair is responsible for appointing a temporary chair in the event they cannot fulfil their requirements.

8.10.2. The chair may be temporarily excused from their position in the event that a conflict of interest exists, until such time as the conflict no longer exists. Such action may occur either by a majority vote or by the chair. In such a case, the chair will appoint a substitute chair subject to approval by a majority vote.

8.10.3. Chairs are appointed upon approval of two thirds (2/3) of the Advisory Council present in person or by proxy and voting.

8.10.4. The Advisory Council shall meet three times a year or more often as circumstances dictate.

8.11. Time and Place of Meetings

8.11.1. The time and location for all Consortium meetings shall be scheduled to maximize attendance, as determined by the chair.

8.11.2. The chair is responsible for notifying all Advisory Council members in a timely fashion of upcoming meetings and any changes in meeting locations and times.

- 8.11.3. Special meetings may be called by the chair or upon a seconded motion by a voting Advisory Council member. Reasonable notice should be provided to all Advisory Council members of special meetings.
- 8.11.4. Any Advisory Council member may participate in a meeting by means of conference telephone, video conference equipment, or other communications equipment that allows all Advisory Council members to hear each other. Advisory Council members may also be represented by proxy.
- 8.11.5. To facilitate meetings with geographically dispersed Advisory Council members, the Advisory Council may allow motions to be raised, discussed, and voted upon outside of a regular or special meeting. In such event, the right of every Advisory Council member to openly discuss the motion and to vote on the motion must be ensured. The right of Advisory Council members to request a secret vote must also be ensured.

8.12. Meeting Reports and Agendas

- 8.12.1. The chair shall be responsible for ensuring that a meeting report in electronic form is generated for each meeting and distributed to all Advisory Council members in a timely manner. Meeting reports shall include agenda items, notes on discussions, and action items. Agenda items not discussed should be noted.
- 8.12.2. The chair is responsible for providing an agenda in electronic form for all Advisory Council members in advance of meetings, providing sufficient time for Advisory Council members to review the agenda.

8.13. Quorum

- 8.13.1. Except where determined otherwise by the Consortium By-laws, at all meetings, the presence of a majority of Advisory Council members entitled to vote at the meeting shall constitute a quorum for the transaction of business.
- 8.13.2. If a quorum is not possible at a meeting, the Chair may adjourn the meeting, noting the reason for adjournment in the meeting report. In such event, the chair shall reschedule the meeting or cancel the meeting upon approval of a majority vote of the present Advisory Council members.

8.14. Voting

Any question or motion requiring a vote shall be conducted to allow for open and fair participation by all Advisory Council members who are in attendance. All Advisory Council members shall have the right to express opinions subject to limitations on the duration of meetings.

8.15. Action By Consent

- 8.15.1. Unless otherwise restricted by the Consortium By-laws or by action of the Advisory Council, any action required or permitted to be taken by the Advisory Council may be taken without a meeting, without a vote, and without prior notice, upon consent by voting Advisory Council members comprising not less than the minimum number of votes that would be necessary to authorize such action at a meeting at which all Advisory Council members entitled to vote were present and voted.
- 8.15.2. The chair shall be required to produce a meeting report for any action by consent.

ANNEXURE B: CONSORTIUM CHARTER

1. Membership

Memberships at the following levels are open to academic institutions, research entities and other interested parties for non-commercial purposes. Note that commercial usage is available through separate programmes of Cirrus.

All Members are granted rights to:

- attend Consortium events;
- access Consortium documentation materials;
- Membership Benefits. Details on the benefits of each Membership level can be found in Annexure "C".

2. Tier 1 Members

Tier 1 Members are entities that appoint Ambassadors and are therefore able to influence Consortium activities and governance through the Ambassador Advisory Network. Tier 1 Members have a higher priority for accessing Cirrus resources and for collaborating on new funding opportunities.

3. Ambassadors

Ambassadors serve as community builders, making connections between people and resources. Ambassadors will be senior strategic individuals within their local institution and will be supported by the Secretariat if necessary.

4. Tier 2 Members

Tier 2 Members are entities that do not appoint Ambassadors but still have access to many Cirrus resources.

5. Consortium Activities

In support of the Consortium mission the Consortium activities aim to facilitate effective engagement at the appropriate level with strategic stakeholders of all types to ensure Cirrus and its programs are informed by, and responsive to, stakeholder interests

6. Engagement Elements

6.1. Identification

Identifying relevant international initiatives, emerging technology and future trends, as inputs for consideration with relation to Cirrus and its and programs.

6.2. Outreach

Reaching out to a wide range of stakeholders to communicate Cirrus and its programs, and to encourage participation.

6.3. Support

6.3.1. Encouraging participation in the Cirrus programs.

6.3.2. Providing access to research platforms for a wider range of researchers.

6.4. Maximisation

6.4.1. Maximising the impact of research by promoting software, hardware, and data sharing

7. Engagement Goals

7.1. Increase excitement to bring the research community together to communicate the Cirrus strategy and execution.

7.2. Use the excitement to attract the very best students, faculty, researchers and staff.

7.3. Discuss, prioritise and envision research needs and thrusts where Cirrus can play a significant role.

7.4. Create within the research community thinking that is more informed, audacious and aligned with international efforts on artificial intelligence and machine learning.

7.5. See the ideas developed in (7.3) and (7.4) turn into funded research programs.

7.6. See the work developed in (7.5) turned into new products and services through the Cirrus FOUNDRY.

ANNEXURE C: MEMBERSHIP BENEFITS

	Tier 1	Tier 2
<i>Cirrus</i>		
Global Collaboration Network	Integration with Ambassador Advisory Network	
Partner and Affiliate program	Integration with Ambassador Advisory Network	✓
Co-development program	Integration with Ambassador Advisory Network	✓
Open Learning	✓	✓
Summer and Winter programs	✓	✓
Salons and teatime sessions	✓	✓
Academic programs	Priority Access	✓
Research to Communication program	Priority Access	✓
Digital Asset Locker	Priority Access	✓
Sandbox	Priority Access	✓
HPC platform	Priority Access	✓
Research support	Priority Access	✓
Infrastructure programs (FABRIC hank node, Open Storage Network etc)	Priority Access	✓
Right to host events at Consortium forums	✓	
Inclusion on Consortium led contracts	Priority inclusion through Ambassador Advisory Network	✓
Ambassador Advisory Network	✓	
Distribution of Member's marketing material	✓	

<i>Cirrus FOUNDRY</i>		
Monthly classes events and workshops	✓	✓
Academic programs	Priority Access	✓
<i>Cirrus FOUNDRY Fund</i>		
Pre-seed	✓	✓
Seed	✓	✓

Annexure D: Basis and Conditions of Membership

By invitation of the AI Africa Consortium, membership is open to nationally and internationally recognised academic institutions, research entities and other interested institutions that have an interest in the mission of the Consortium, and upon satisfaction of:

- a) the requirements for that Membership class;
- b) completion and submission of the Membership Agreement.

Provided, however, that to the extent the Advisory Council reasonably determines that the admission to, or continued Membership, of any potential Member, might violate any laws of the Republic of South Africa or foreign law or regulation applicable to the Consortium and its good standing, the Consortium shall have:

- (i) no obligation to accept, nor shall it have any liability for refusing to accept, any application for Membership; and
- (ii) the right to terminate or restrict such Membership or the ability of any Member to exercise any or all rights of Membership.

A Member shall remain in good standing as a Member provided such Member continues to satisfy all conditions for Membership and is in compliance with the Membership Agreement.