



**Harvard
Business
School**

Foundry

MEMORANDUM OF UNDERSTANDING

Haiti Business Accelerator and President and Fellows of Harvard College, acting by and through Harvard Business School Foundry

Sep 10, 2025

1. Purpose

This Memorandum of Understanding ("MoU"), effective as of the date of final signature below ("Effective Date") sets forth the terms and understanding between the Haiti Business Accelerator ("HBA") and President and Fellows of Harvard College, acting by and through Harvard Business School ("HBS") regarding HBA's collaboration and access to Harvard Business School's Foundry Entrepreneurship platform (the "Collaboration"). HBA and HBS are each referred to herein as a "Party," and collectively as the "Parties."

2. Scope of Collaboration

Platform Access (October 2025)

- a. HBS will provide access to **approx. 30 Haitian founders** via HBA's network of Chambers of Commerce and the Haitian Diaspora to participate in using the HBS Foundry platform
- b. HBS will provide platform access to these founders subject to terms and conditions governing such access and participation in testing, which each participant will be required to accept
- c. Founders will provide feedback on platform functionality, user experience, and geographic relevance

AI-Powered Mentorship & Road mapping

HBA will utilize Foundry's AI tools to provide scalable, customized guidance and venture roadmaps, directly powering the HBA "Founder Catalyst" program.

Curriculum Integration

The Foundry platform will enhance the HBA curriculum by integrating proprietary Foundry content into the HBA's training modules.

Ecosystem & Network Linkage

The collaboration aims to connect the HBA community of Haitian

entrepreneurs with the HBS Foundry's global network to foster mentorship, funding and learning opportunities.

3. Roles and Responsibilities

1. HBA

1. Community Access and Coordination

- a. Provide access to founders from HBA's community
- b. Facilitate communication between HBS and participating founders
- c. Leverage existing community channels and events to promote platform adoption - particularly through a series of monthly check-in's (asynchronous or virtual) on founder progress towards their selected milestones.

2. Engagement and Feedback

- a. Encourage active usage of the platform for participants through integration with existing HBA programs and initiatives
- b. Potentially collaborate with HBS on a community event for the user group
- b. Support HBS with setting up user feedback sessions, survey rollouts, or check-ins
- c. Provide comprehensive feedback on platform functionality, user experience, cultural relevance, and effectiveness for market geographies

3. Market Intelligence

- a. Provide insights into geographical ecosystems, market dynamics, and cultural considerations
- b. Share non-personally identifiable information about participating founders and startups to help shape platform development

4. Support & Meetings

- a. Commit to regular meetings with HBS Foundry team to ensure alignment on progress, challenges, and next steps
- b. Meeting frequency to be determined based on the requirements of each phase
- c. Meeting Attendees: Vladimir Laborde (Primary POC) and additional team members as needed

2. HBS Foundry

1. Platform Access and Support

- a. Provide platform access to all HBA participants as outlined
- b. Ensure sufficient onboarding materials and technical support are available, with consideration for time zone differences

2. Educational Content and Onboarding

- a. Provide comprehensive educational content across the 6-10 core entrepreneurship topic areas and AI tool experiences
- b. Collaborate with HBA for rollout of potential surveys, or events

3. Feedback Integration

- a. Collect, analyze, and integrate user feedback into iterative platform improvements

4. Support & Meetings

- a. Meetings with HBA to ensure alignment on progress, challenges, and next steps will be set up as needed

- b. Provide dedicated support during each phase of implementation
- c. Meeting Attendees: Markus Hardt (Primary POC) and additional team members as needed

4. Project Timeline

- **Launch:** October 2025 (exact date tbd)
- **End of Beta:** December 31, 2025

5. Term and Termination

This MOU will be in effect for the End of Beta effective date listed above. Either Party shall be permitted to terminate this MOU upon 30 days' written notice to the other Party. In the event of termination, the Parties agree to act in good faith to ensure that any joint activities undertaken pursuant to this MOU are concluded in a manner that is, to the extent practical, satisfactory to both Parties. Early termination or expiration shall not terminate or affect fellowships, grants and other research projects funded under this MOU and in process as of the date of termination or expiration.

In addition to any other rights and remedies it may have, each Party may also terminate this MOU if the other Party fails to perform or breaches any of its obligations, warranties or representations in this MOU and such failure or breach continues uncured for 30 days after written notice thereof is given by the terminating Party to the breaching Party.

The provisions of paragraphs 5-7, 9, 10, and 13 shall survive termination of the MOU.

6. Confidentiality

During the Collaboration, a Party may learn non-public information about the other Party and non-public or personal information about faculty members, employees, students or research fellows of the other Party ("Confidential Information"). Each Party agrees that it (i) will not use Confidential Information except as necessary for the conduct of the Collaboration; (ii) will disclose Confidential Information only to those employees and contractors who have a specific need to know such information in order to conduct the Collaboration ("Permitted Persons"); (iii) will not at any time during or after the term of this MOU disclose Confidential Information to anyone other than a Permitted Person except with the other Party's prior written consent (except as otherwise required by law); (iv) will use reasonable security measures to protect Confidential Information and will notify the other Party as soon as possible upon learning of any breach in the security of Confidential Information; and (v) at any time on a Party's request and in any case upon termination or expiration of this MOU, will return all documents containing Confidential Information to the other Party, delete all electronic files and records containing Confidential Information, and retain no copies, except that a Party shall be entitled to retain such records as are reasonably necessary solely for archive and reference purposes. Each Party

agrees that Confidential Information of the other Party shall at all times remain the other Party's property.

7. Intellectual Property

The works and materials developed under the Collaboration shall be the intellectual property of their respective authors or, as the case may be pursuant to the policies of each Party with respect to their own employees, of a Party, and said authors or a Party shall own the copyright and all other rights in such works and materials. Notwithstanding the foregoing, HBS will own all right, title, and interest in and to any feedback, suggestions, or ideas regarding the Foundry platform ("Feedback") provided to HBS during the Collaboration, whether such Feedback originates from Acumen or an alpha test participant.

8. Funding and Costs

Unless otherwise agreed upon:

- **HBS:** Will cover the platform's development, hosting, and workshop facilitation.
- **HBA:** Will provide the necessary support for a virtual kickoff, including administrative support for participant coordination, without charging Foundry.

9. Use of Names and Publicity

Neither Party may issue a press release or other public announcement about this MOU or the Collaboration, nor may it use or register any name, trademark or insignia of the other Party (or of any school, department or unit of the other Party) for promotional purposes or any other purposes in connection with this MOU or the Collaboration, in any medium or language, without the prior written approval of the other Party.

10. Governing Law

This MOU shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts (excluding conflict of laws rules).

11. Entire Agreement; Amendment and Assignment; Subcontracting

This MOU constitutes the entire agreement between the Parties with respect to the Collaboration, and supersedes all prior or contemporaneous agreements concerning the Collaboration. This MOU may not be amended or modified except with the written consent of both Parties. Neither Party may assign nor subcontract its rights or obligations under this MOU in whole or in part without the prior written consent of the other Party and any assignment or subcontract without such consent shall be void.

12. Non-discrimination

Discrimination with respect to any aspect of the Collaboration on the basis of age, race, color, gender or gender identity, sexual orientation, national origin, genetic information, ancestry, religion, caste, creed, disability, political beliefs, military status or veteran status shall be grounds for termination of this MOU by either Party.

13. Other Terms

The Parties undertake to work closely and cooperate in the implementation of this MOU and endeavor to resolve disputes arising between them in relation to this MOU by amicable means.

The relationship between the Parties is that of independent contractors and nothing contained in this MOU will be construed as a partnership, joint venture, or other similar relationship between them. Neither will have authority to commit or bind the other or to act on behalf of the other or in its name.

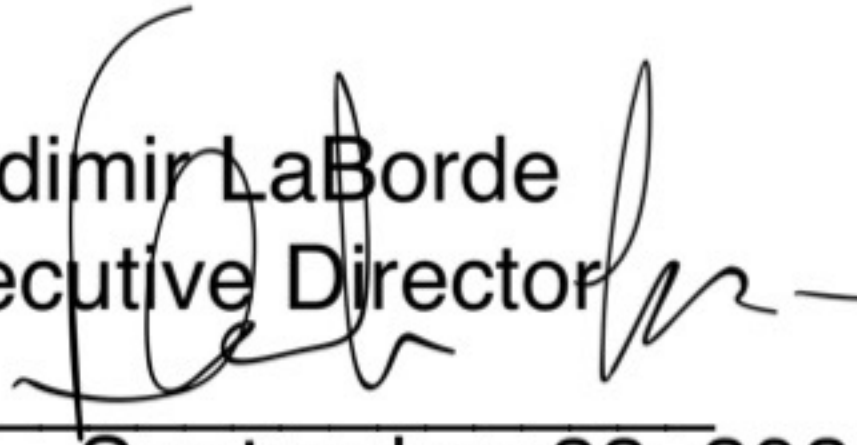
This MOU in no way restricts either Party from participating in any activity with other public or private institutions, organizations, or individuals.

The Parties shall comply with all applicable laws in the implementation of this MOU, including, where necessary, securing approvals from relevant authorities, except to the extent that an agreement by HBS to comply with any applicable law would violate or be subject to penalties under the laws of the United States of America.

Performance by HBS shall be subject to compliance by HBS with all laws, regulations and orders of the United States of America relating to specified countries, entities and individuals with which United States entities (and/or entities owned or controlled by United States entities) are prohibited from doing business.

IN WITNESS WHEREOF, this Memorandum of Understanding has been entered into as of the day and year first written above.

For HBA

Name: Vladimir LaBorde
Title: Executive Director
Signature: 
Date: September 22, 2025

For President and Fellows of Harvard College, acting through Harvard Business School

Name: Elise Bates
Title: Senior Director
Signature: Elise Bates
Date: September 22, 2025