

NEXTGEN INNOVATION CHALLENGE 2026 TRIPARTITE GOVERNANCE & FACILITATION FRAMEWORK.

This Facilitation-Based Tripartite Participation Agreement (“Agreement”) is entered into and becomes effective as of the date of electronic acceptance by the Applicant through the Challenge portal.

BETWEEN:

1. THE NATIONAL BOARD FOR TECHNOLOGY INCUBATION (NBTI)

A Federal Government Agency of the Federal Republic of Nigeria with headquarters at Block C, 4th Floor, Federal Secretariat Phase II, Central Business District, Abuja (hereinafter referred to as “NBTI”), including its Director-General/CEO, authorized representatives, successors, and assigns.

2. UKALD LTD.

A private innovation development and programme facilitation organisation incorporated under the laws of Nigeria with RC No. 6934842 and office at CS 49, Plot 354, Mike Akhigbe Way, Jabi District, Abuja (hereinafter referred to as “UKALD”), including its successors and permitted assigns.

3. THE APPLICANT / PARTICIPANT

Any individual, start-up entity, or innovation team submitting an application under the NextGen Innovation Challenge 2026 and, upon selection, participating in the programme (hereinafter referred to as “Applicant” or “Participant”).

NBTI and UKALD shall hereinafter be jointly referred to as the “Facilitating Entities.”

The Facilitating Entities and the Applicant/Participant shall collectively be referred to as the “Parties.”

1. DEFINITIONS

For the purposes of this Agreement:

- “Challenge” means the NextGen Innovation Challenge 2026.
- “Facilitation Services” means programme coordination, training, mentorship, investor linkages, incubation support, commercialization advisory, and related support services.
- “Qualifying Transaction” means any investment, licensing, commercialization agreement, grant funding, revenue-generating partnership, or similar transaction directly resulting from or materially facilitated through the Challenge.
- “Net Returns” means gross revenue received from a Qualifying Transaction less verifiable direct transaction costs and statutory deductions.

2. PURPOSE AND NATURE OF THE AGREEMENT

2.1 This Agreement establishes a facilitation-based collaboration framework under which:

- NBTI provides public sector incubation, regulatory support and national innovation ecosystem coordination.
- UKALD provides programme design, international exposure facilitation, technical advisory and investment linkage services.
- The Applicant/Participant submits and develops innovation solutions through the Challenge.

2.2 This Agreement does not constitute:

- A joint venture;
- A partnership creating fiduciary obligations among the Facilitating Entities;
- An employment or agency relationship with the Participant;
- A guarantee of funding, travel, incubation, or investment.

3. PROGRAMME MANAGEMENT AND OVERSIGHT

3.1 The Challenge shall operate under a Joint Programme Steering Committee comprising representatives of NBTI and UKALD.

3.2 The Committee shall be responsible for:

- Programme oversight;
- Selection validation;
- Ethical compliance supervision;
- Monitoring and evaluation of programme outcomes.

3.3 Selection decisions shall be merit-based and independently evaluated in accordance with published programme criteria.

4. APPLICATION STAGE OBLIGATIONS

All Applicants shall:

- a. Provide accurate and complete application information;
- b. Submit Annex I – Ownership Declaration and Rights Disclosure;
- c. Comply with programme ethical and integrity standards;
- d. Accept that false disclosure may result in disqualification.

Applicants grant the Facilitating Entities a limited, non-exclusive, royalty-free right to review submitted materials strictly for evaluation and programme administration purposes.

5. SELECTION AND PARTICIPATION STATUS

5.1 Only Applicants receiving formal written notification shall be considered Participants.

5.2 Participation benefits shall be discretionary and subject to programme resource availability.

6. ROLES AND RESPONSIBILITIES (POST-SELECTION)

6.1 Responsibilities of NBTI

NBTI shall:

- Provide incubation infrastructure and national innovation ecosystem access;
- Facilitate regulatory compliance advisory;
- Provide commercialization and scale-up support;
- Promote policy-aligned innovation adoption opportunities.

6.2 Responsibilities of UKALD

UKALD shall:

- Design and deliver training and mentorship programmes;
- Facilitate international exposure and investor engagement opportunities;
- Provide commercialization and business development advisory;
- Support investor readiness and market entry development.

6.3 Responsibilities of the Participant

The Participant shall:

- Actively participate in programme activities;
- Comply with programme guidelines and codes of conduct;
- Maintain transparency regarding Challenge-related commercial engagements;
- Provide progress and impact reports when required.

7. FACILITATION FEE FRAMEWORK

7.1 Where a Qualifying Transaction arises directly from Facilitation Services provided under the Challenge, the Facilitating Entities shall be entitled to a facilitation success fee.

7.2 The facilitation fee shall be up to forty percent (40%) of Net Returns, subject to:

- Documentation establishing material facilitation involvement;
- Separate transaction-specific confirmation agreement where required by investors or commercial partners.

7.3 The facilitation fee shall be shared:

- 20% to NBTI (including statutory allocations where applicable);
- 20% to UKALD.

7.4 No facilitation fee shall apply where the Participant demonstrates that a transaction was independently sourced without material involvement of the Facilitating Entities.

7.5 Facilitation fees do not create equity ownership unless expressly agreed under separate investment agreements.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Participants retain ownership of pre-existing intellectual property.

8.2 Intellectual property developed during the programme shall remain owned by the Participant unless otherwise agreed under a separate written commercial agreement.

8.3 Facilitating Entities may use non-confidential innovation information for promotional and reporting purposes with proper attribution.

9. FINANCIAL REPORTING AND TRANSPARENCY

Where Qualifying Transactions occur, Participants shall:

- Maintain auditable financial records relating to Challenge-facilitated transactions;
- Provide periodic transaction performance reports;
- Permit reasonable verification audits where facilitation fee obligations arise.

10. ANTI-CORRUPTION, ETHICS AND CONFLICT OF INTEREST

10.1 The Parties shall comply with applicable anti-corruption and public sector ethics laws.

10.2 Participants shall disclose any conflict of interest involving public officials, programme staff, or evaluators.

10.3 Any breach may result in immediate disqualification or termination.

11. DATA PROTECTION AND PRIVACY

11.1 The Parties shall comply with the Nigeria Data Protection Act and applicable international data protection standards.

11.2 Participants consent to cross-border data processing necessary for programme delivery.

11.3 Personal data shall only be used for programme administration, evaluation and reporting.

12. MONITORING, EVALUATION AND IMPACT REPORTING

Participants agree to cooperate with programme monitoring frameworks including:

- Performance tracking;
- Impact measurement;
- Post-programme evaluation activities.

13. COMMENCEMENT, DURATION AND SURVIVAL

13.1 This Agreement shall commence upon electronic acceptance.

13.2 Participation obligations apply only upon selection.

13.3 Facilitation fee obligations shall survive programme completion for transactions originating from programme facilitation during the term.

14. CONFIDENTIALITY

Each Party shall maintain confidentiality of non-public proprietary information except where disclosure is legally required.

15. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

- Facilitating Entities shall not be liable for indirect or consequential losses;
- Participation is voluntary and at the Participant's own commercial risk;
- The Facilitating Entities do not guarantee investment or commercial success.

16. TERMINATION

16.1 Any Party may terminate this Agreement with thirty (30) days written notice.

16.2 Participants withdrawing after selection may be liable for documented programme costs incurred on their behalf.

16.3 Accrued obligations including confidentiality, intellectual property rights and facilitation fee entitlements shall survive termination.

17. DISPUTE RESOLUTION

Disputes shall be resolved:

- a. First through amicable negotiation;

b. Failing which through arbitration under the Arbitration and Mediation Act 2023 of Nigeria.

18. GOVERNING LAW

This Agreement shall be governed by the Laws of the Federal Republic of Nigeria.

19. ELECTRONIC EXECUTION

Electronic acceptance through the Challenge portal shall constitute legally binding execution in accordance with the Evidence Act 2011.

20. GENERAL PROVISIONS

- Severability applies to invalid provisions;
- This Agreement represents the entire understanding among the Parties;
- Amendments must be made in writing.

ANNEX I:

DECLARATION OF OWNERSHIP & DISCLOSURE OF EXISTING RIGHTS

(To be completed and signed by each Participant or team representative)

As part of your participation in the NextGen Innovation Challenge 2026, jointly organised by the National Board for Technology Incubation (NBTI) and UKALD (hereinafter referred to as the Organizers)

Section 1:

Participant's (Innovator) Information-

- Full Name / Team Name:

● _____
- Innovation Title:

● _____
- Primary Contact (Phone & Email):

● _____
- State of Origin / Location:

Section 2:

Declaration of Legal Ownership

I/We declare that I am/we are the sole and legal owner(s) of the innovation described above.

I/We share ownership with other individuals or organisations, as detailed below:

Name(s) of co-owner(s): _____

Affiliation/Organisation (if applicable): _____

Nature of ownership or agreement (% shares, roles, etc.): _____

Section 3:

Disclosure of Existing Agreements or Rights

Please indicate any existing agreements or rights related to this innovation:

| Agreement Type | Yes/No | If Yes, Please Specify Partner & Details |
|------------------------------------|--------|------------------------------------------|
| Patent / Intellectual Property | | |
| Licensing Agreement | | |
| Revenue Sharing Deal | | |
| Accelerator / Incubator Program | | |
| Investment / Grant Agreements | | |
| Commercial Partnerships | | |
| Third-Party Representation | | |
| Government / Institutional Support | | |

If yes to any of the above, attach relevant documentation or summaries.

Section 4:

Pending Legal or Ownership Disputes

I/We declare there are no existing or pending legal, ownership, or intellectual property disputes.

I/We have unresolved issues (please describe below):

Section 5:

Other Contributors or Related Parties

Please list any individuals, institutions, or organisations that have contributed significantly to the innovation:

| Name | Contribution/Role | Contact Information |
|------|-------------------|---------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

Section 6:

Statement of Integrity and Compliance

I/We understand that:

- The information submitted here is required by the Organizers for compliance, due diligence and investor engagement purposes.
- Any material misrepresentation may lead to disqualification or termination from the NextGen Innovation Challenge 2026 and associated benefits.
- This declaration may be reviewed by legal counsel, government bodies and potential investors as part of the innovation promotion and funding process.

Section 7: Confirmation

By signing this document, I/We confirm that the information provided is accurate and complete to the best of my/our knowledge.

Name of Declarant (Individual or Team Representative): _____

Signature: _____

Date: _____

Submit this completed form to the Organizing Committee

nextgeninnovators@nbt.gov.ng

NEXTGEN INNOVATION CHALLENGE 2026

APPLICATION PORTAL DISCLAIMER NOTICE

Important Notice – Please read carefully.

By proceeding with this application, you acknowledge and agree that:

1. Submission of an application does not guarantee selection, funding, travel sponsorship, incubation support or investment.
2. Only Applicants who receive formal written notification from the Organizers will be deemed selected Participants.
3. Certain obligation contained in the NextGen Innovation Challenge 2026 Tripartite Participation Agreement apply only upon selection.
4. Information submitted during the application process will be used for:
 - Evaluation and due diligence;
 - Programme administration;
 - Non-commercial reporting and promotional purposes.
5. Any false declaration, misrepresentation, or omission may result in disqualification at any stage of the Challenge.
6. Acceptance of the Agreement through this portal constitutes a legally binding electronic agreement under Nigerian Law.

APPLICANT CONSENT & ACKNOWLEDGEMENT SUMMARY

By ticking the box below, you confirm that:

- o You have read, understood and electronically accepted the NextGen Innovation Challenge 2026 Tripartite Participation Agreement.
- o You understand that:
 - You are applying as an Applicant, not yet a selected Participant;
 - Obligations relating to facilitation fees, reporting and post-Challenge engagement apply only if you are selected;
 - No equity, funding or commercial rights are created at the application stage.

- o You confirm that all information provided is true, accurate and complete.
- o You agree that electronic acceptance is valid and enforceable without physical signature, witness or notarization.