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Formalizing BIC Somali:
Our 2025-2026 Roadmap

BIC SOMALI

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This "Formalizing BIC Somali" roadmap (PDF) doesn't just state intentions; it creates the specific **governance and operational machinery** required to deliver the exact types of services mentioned in the "Prioritization Survey" (Word.doc). The roadmap essentially builds the engine, and the survey lists the destinations that engine is designed to reach.

BIC Somali Priorities

Executive Summary

This report presents the findings of the BIC Somali Prioritization Survey,
The survey assessed 14 quantitative indicators on a Likert scale from 1 to 7, along with one open-ended qualitative question. All responses were thoroughly analyzed, and this report was compiled based on that analysis.

The following is a summary of key findings:

1. Joint event planning (conferences, hackathons, trainings) emerged as the top priority (mean rating: 6.67), highlighting the importance of collaboration, networking, and knowledge sharing within the ecosystem.

2. The second-highest rated item was the creation of a shared service catalogue (mean: 6.50), pointing to a strong demand for standardized and accessible incubation services across incubators. This is activated by shared CMS platform.

3. A group of priorities scored closely behind (6.25), including peer-to-peer learning, structured mentorship, technology transfer, and localized policy research and advocacy, open data agreement, indicating consensus on foundational ecosystem-building efforts. This is activated by shared CMS platform, open data and integrated reporting.

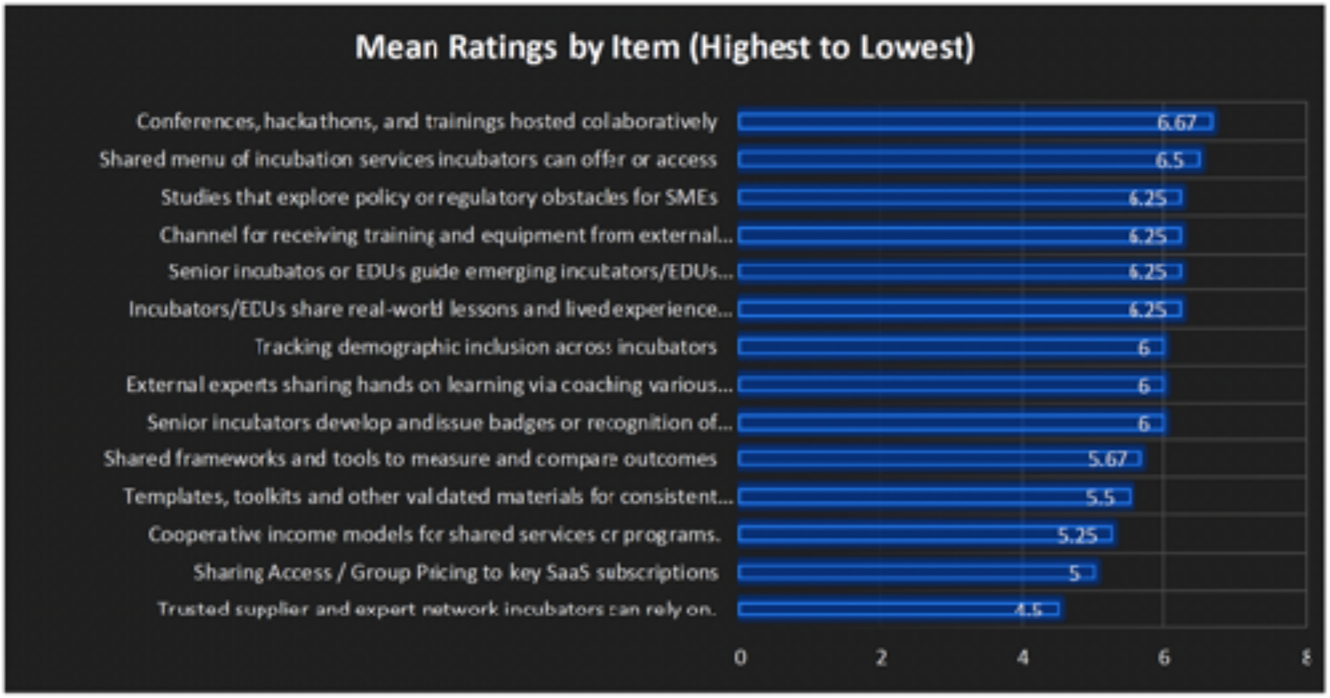
4. Certifications, expert coaching, and gender/youth inclusion also received high scores (6.00 each), reflecting the value placed on credibility, guidance, and inclusivity. The Integrated reporting function makes this auditable and verifiable.

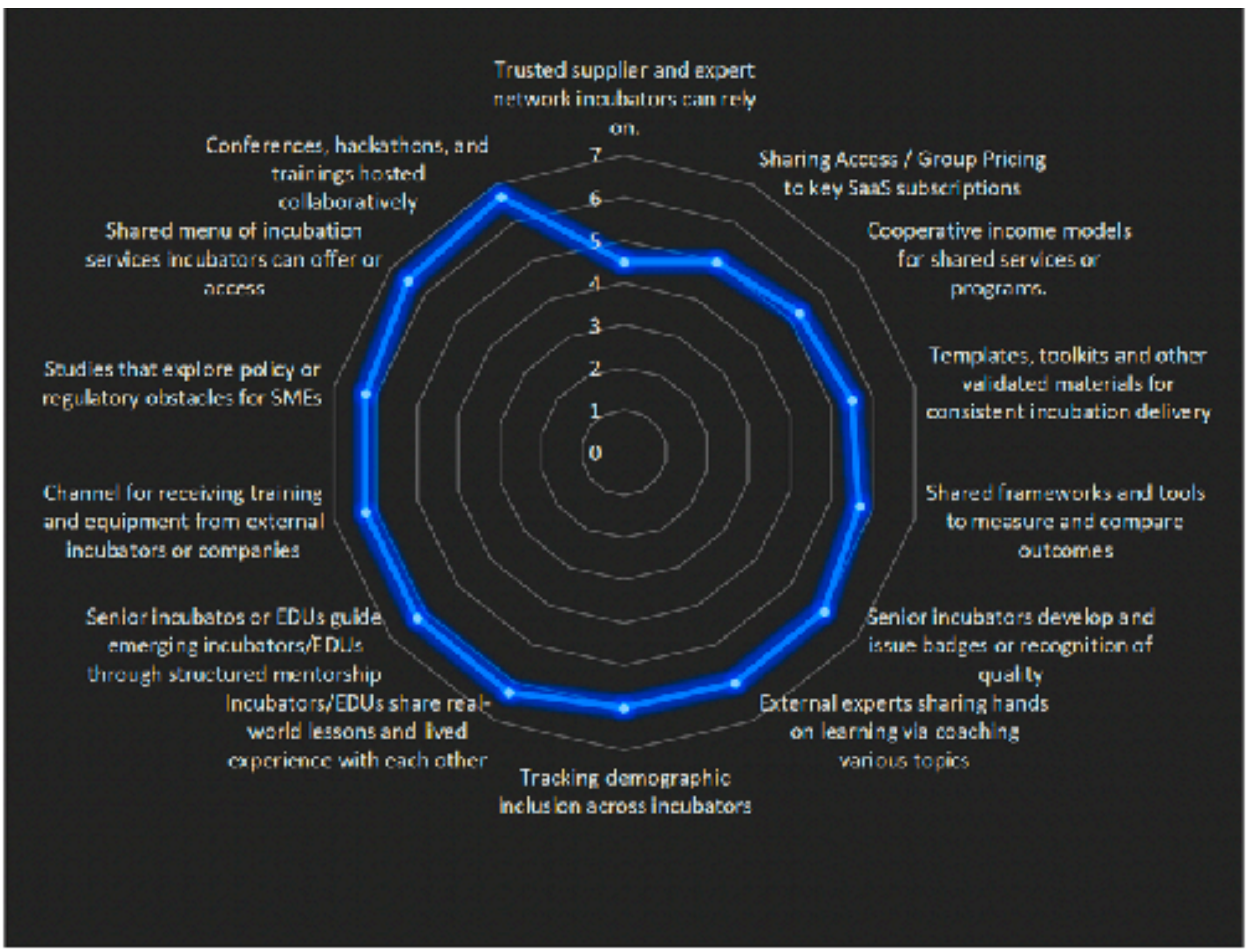
5. Medium-priority areas included benchmarking tools and resource libraries, while financial models and supplier networks received the lowest ratings

The results indicate a roadmap for phased development of BIC Somali Network:

Short term: Focus on high-impact, relationship-driven initiatives such as joint events and shared services.
Medium term: Build out standardized tools, mentorship programs, and inclusive practices.
Long term: Explore sustainable revenue models, supplier networks, and shared digital infrastructure. This relates to having an Open Data and Integrated Reporting Platform that is eligible to blended finance audience in both public and private sectors.

Members Sentiment towards BIC Somali Priorities





Alignment Between the BIC Somali Priorities and Governance Documents that Constitute our Operational Manual

The connection between the organizational structure and the desired priorities is direct and clear. The roadmap anticipates the need for these services and builds specific frameworks to manage them.

Priority	Governance
Peer-to-peer learning	The entire structure is founded on this principle. The **Memorandum of Understanding (MoU)** explicitly defines BIC Somali as a "knowledge-sharing network" built on "collaboration goals".
Mentorship	The **Service Level Agreement (SLA)** has a detailed section on mentorship services, including performance targets like "time-to-match" and caps on mentees per mentor to ensure quality.
Joint event planning	The **MoU** establishes "joint programs and initiatives, including events" as a core objective. The **Financial Agreement** creates a model for managing revenue from these joint events. The Appendix provides a detailed example of a joint event, the "Food Entrepreneurs Showcase".
Service catalog for incubators	**Document 4 is the Service Level Agreement (SLA)**, which is built around the concept of a "governed service catalogue". It defines how services are requested, delivered, and measured.
Revenue-sharing Opportunities	**Document 5 is the Financial Sustainability & Revenue-Sharing Agreement**. It outlines three distinct models for apportioning revenue from joint initiatives to ensure fairness and reinvestment.
Technology transfer	The **SLA** explicitly lists "completion of technology-transfer pilots" as a key performance indicator that will be reviewed quarterly, demonstrating it's a planned and measurable activity.
Localized policy research and advocacy	This is a foundational goal mentioned in the **MoU**. The **Governance Charter** operationalizes this by creating a specific officer role: the **Director of Partnerships & Policy**, who is responsible for ecosystem advocacy.
Gender and youth inclusion metrics	The **SLA** mandates that these specific metrics "will be tracked alongside existing SLOs," making inclusion a formal part of performance monitoring.

Key Strengths of the Organizational Design

The roadmap's design is robust for several reasons that directly enable it to execute the priorities:

- **From Intent to Action:** The plan excels at translating abstract goals (like "mentorship") into concrete, measurable services. The Service Level Agreement (SLA) is the key document here, as it forces the organization to define what a service is, how it will be delivered, and how its quality will be measured.

- **Financial Viability:** The plan doesn't assume these priorities will fund themselves. The Financial Sustainability & Revenue-Sharing Agreement provides a sophisticated framework for funding operations through a mix of grants, service revenue, and member contributions (both cash and in-kind).

Scalable & Phased Approach: The roadmap outlines a three-phase journey from an informal **Community of Practice (CoP)** to a formal **Center of Excellence (CoE)**. This allows the organization to start delivering value immediately (like peer learning and joint events) while building the capacity for more complex activities (like policy research and formal certifications) over time.

Clear Accountability: The Comprehensive Governance Charter establishes clear roles and responsibilities, such as a Director of Programs to oversee the service catalog and a Director of Policy to manage advocacy. This ensures that each priority has a designated owner responsible for its execution.

Execution depends on a few key factors:

- **Member Engagement:** The model is highly participatory. Its success hinges on the active and consistent contribution of its members, whether through providing mentorship hours, participating in joint events, or serving on committees.
- **Resource Mobilization:** The financial plan is sound, but it relies on securing grants, sponsorships, and service revenue. The ability to successfully raise funds will be critical to bringing the full service catalog to life.
- **Operational Complexity:** The governance framework is comprehensive, but it may be complex to implement initially. It will require dedicated management from the Executive Secretariat to ensure all processes run smoothly.

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Completing the BIC Somali Operations and Governance Manual

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Phase 2: Community of Practice (CoP) Formalization
Phase 3: Transition Toward a Center of Excellence (CoE)
or Public Private Partnership

Designing the Actual Work Sessions for Completing the Manual in the 2025 Road Map

The BIC Somali Manual Contents Previewed:
Document 1: Memorandum of Understanding (MoU) for BIC Somali
Document 2: Participation Framework & Membership Guidelines for BIC Somali
Document 3: Consortium Agreement for BIC Somali
Document 4: Service Level Agreement (SLA) for Incubator Support Services – BIC Somali
Document 5: Financial Sustainability & Revenue-Sharing Agreement – BIC Somali
Document 6: Comprehensive Governance Charter & Organizational Policies – BIC Somali
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Additional Documents for the Center for Excellence

Appendix:

Demonstrating the Value of BIC Somali as a Formalized Community of Practice
BIC Somali CoP Idea 1: Enhancing Technical Capabilities Through Shared AI Leadership
BIC Somali CoP Idea 2: Strengthening Market Access Through Collective Retail & Trade Initiatives
BIC Somali CoP Idea 3: Increasing Investment Readiness & Financial Inclusion Through a Shared Approach
BIC Somali CoP Idea 4: Building Industry-Specific Expertise Through Shared Innovation Programs
BIC Somali CoP Idea 5: Sustainability Topics

Executive Summary

This brief outlines the completion of the initiative to formalize BIC Somali into a self sustaining entity operated and governed by our current Incubators.

This roadmap reflects our 2024-2025 discussions in which our three incubators expressed agreement to begin as a professional **Community of Practice (CoP)** with the option to transition into a **Collaborative Network** or **Center for Excellence (CoE)** at some point.

As such, we are using a “builder” approach, in which the practical implications and responsibilities of BIC Somali as a professional CoP are articulated in co-created documented agreements through participative committees with representation from our three incubators. These agreements aim to balance collaboration, knowledge sharing, governance, and sustainability, while also ensuring clarity on roles, responsibilities, and intellectual property.

As we complete the agreements together, we are effectively writing a functional **BIC Somali Operations and Governance Manual.** At each stage of this participative co-authorship process the committees have very focused opportunities to understand, discuss and debate the particulars of each agreement.

To expedite the completions of documents, we begin with templates with detailed customization questions that invite contributions for the committee members.

These sequence for completing these agreements (one at time) are the essential markers on our roadmap. Each completed document also marks a shared understanding of what we are building or instituting together

The total roadmap is essentially broken into three phases.

The first phase is to be completed before the Incubator Tour (May 11). The reason for this deadline is so that our incubators can represent themselves as a consortium that is influential in the Somali startup ecosystem, rather than as individual organizations with competitive interests.

The second phase is the completion of the Community of Practice (CoP) Operations and Governance Manual after the Incubator Tour.

The third phase is the option to evolve into a Center for Excellence. The management and legal responsibilities for a CoE are heavier, as well as the possible benefits, including deeper government support in the form of regulatory or digital sandboxes as well as increased investment. The documents for the CoP are structured in such a way as to accommodate a transition into a CoE with minimal work. **However, should BIC Somali leadership commit to being a recognized Center for Excellence or a Public Private Partnership, there will be new substantive agreements in place, as well as specialized legal support.**

Validation of a “Document First” Approach for Conceptualizing and Formalizing BIC Somali

Establishing a robust governance framework is essential for incubators aiming to form a Community of Practice (CoP), Center of Excellence (CoE) or Public Private Partnership (PPP). This framework formalizes commitments while allowing flexibility for different incubators to contribute in unique ways. It reduces ambiguity by defining roles, funding mechanisms, and decision-making. It builds institutional memory, ensuring that agreements outlast individual leadership changes. It helps in securing donor or government recognition by demonstrating structured governance.

A Governance Manual is a Best Practice for BIC Somali

My goal is to use recognizable, best practices that are recognizable and respected around the world. Drawing from comparative examples in East Africa, Europe, and the Middle East, here is how completing key agreements underpin BIC Somali as a sustainable collaborative organizations or institution.

1. Memorandum of Understanding (MoU)

East Africa: The Inter-University Council for East Africa (IUCEA) entered into an MoU with the MS Training Centre for Development Cooperation (MS TCDC) in Tanzania. This agreement facilitated collaboration on good governance and transformative leadership, exemplifying how MoUs can establish foundational partnerships.

https://www.nacosti.go.ke/nacosti/Docs/Downloads/1%20%20%20%20%2016th%20SCESTCS%20REPORT%20OF%20THE%20SESSION%20OF%20THE%20PSs.pdf

Europe: The European Commission's benchmarking study on business incubators highlights the importance of formal agreements in establishing clear objectives and operational frameworks among European incubators.

benchmarking_bi_part_two_2002_2347.pdf

https://ace2.iucea.org/latest-updates-announcements/ 2. Consortium Agreement

East Africa: The Africa Centers of Excellence (ACE) project, coordinated by IUCEA, involves multiple universities across East Africa collaborating under consortium agreements. These legally binding documents define roles, responsibilities, and financial contributions, ensuring cohesive operation towards shared goals.

Europe: The European Commission's benchmarking study on business incubators underscores the significance of consortium agreements in formalizing partnerships among European incubators.

3. Service Level Agreement (SLA)

East Africa: The East African Community (EAC) has established Centers of Excellence in various biomedical fields, such as the Uganda Cancer Institute. These centers operate under SLAs that outline service delivery standards, ensuring consistent and high-quality support across the region.

https://en.wikipedia.org/wiki/Science_and_technology_in_Uganda

Europe: The European Commission's benchmarking study on business incubators emphasizes the role of SLAs in defining service standards among European incubators.

4. Intellectual Property (IP) and Data Sharing Agreement

East Africa: The EAC's initiatives in establishing Centers of Excellence include components that address IP and data sharing, ensuring that research outputs are managed effectively and benefit the wider community.

Europe: The European Commission's benchmarking study on business incubators highlights the importance of IP and data sharing agreements in managing research outputs among European incubators.

5. Funding & Revenue Sharing Agreements

East Africa: The IUCEA awarded US$1 million to establish incubation centers at Africa Centers of Excellence. These funds are managed through agreements that specify financial contributions, cost-sharing mechanisms, and revenue distribution, ensuring transparency and sustainability.

https://www.eac.int/press-releases/138-education%2C-science-technology-news?start=40

Europe: The European Commission's benchmarking study on business incubators discusses the role of funding and revenue-sharing agreements in ensuring transparency and sustainability among European incubators.

6. Governance Charter or By-laws

East Africa: The IUCEA operates under a governance framework that includes charters and by-laws, guiding its mission to harmonize higher education and promote research across East Africa.

Europe: The European Commission's benchmarking study on business incubators emphasizes the importance of governance charters and by-laws in guiding the operations of European incubators.

7. Non-Disclosure Agreement (NDA)

East Africa: The iHub in Nairobi, Kenya, serves as a nexus for technologists and investors. NDAs are utilized to protect sensitive business information shared among members, fostering a secure environment for innovation.

https://en.wikipedia.org/wiki/IHub

Europe: The European Commission's benchmarking study on business incubators highlights the use of NDAs to protect sensitive information among European incubators.

These case studies demonstrate that well-structured agreements are fundamental to the success of incubators forming CoPs or CoEs. They provide clarity, protect interests, and establish a framework for effective collaboration across diverse regions.

The Sequence for Completing the BIC Somali Operations and Governance Manual is the Roadmap

The sequence of agreements described above effectively form a Governance Manual or a Policy Manual for the Community of Practice (CoP) or Center of Excellence (CoE). This manual serves as the foundational document that codifies the structure, operational principles, and legal agreements governing the collaboration between incubators.

Completing the agreements is the work of the road map.

To reiterate, as we complete these agreements per a 2025 roadmap, they can be combined into a coherent governance framework, and quite literally form an Operations and Governance Manual.

The following work plan below explains the three-phase roadmap, ensuring that BIC Somali starts as a legally registered entity operating as a Community of Practice (CoP) while laying the groundwork for eventual formalization as a Center of Excellence (CoE).

Phase 1: Community of Practice (CoP) Agreement

At this stage, the CoP is offocially recognized by the founding members and is primarily a knowledge-sharing network.

Key Agreements to Draft:

Registration as a Legal Entity (BIC Somali) Establish BIC Somali as a legally recognized entity while maintaining a flexible, community-driven model. Register BIC Somalis a nonprofit association, foundation, or social enterprise depending on the best legal structure in Somalia. Registering BIC Somali as a legal entity while it still operates as a Community of Practice (CoP) is a strategic move that provides both flexibility and institutional legitimacy. This approach makes sense because it allows the network of incubators to collaborate informally while having a formal structure in place for funding, legal recognition, and long-term sustainability.

Memorandum of Understanding (MoU) for Community of Practice Members. Outlines voluntary participation terms for incubators and stakeholders. Defines knowledge-sharing principles, collaboration goals, and non-binding commitments.

Timeframe: Before May 11

Week 1-2: Draft Legal Registration Documents & Governance Charter.
Week 3: Draft MoU for CoP Members.
Week 4: Review documents with incubator stakeholders for feedback.
Week 5-6: Finalize & register BIC Somali.

Phase 2: Community of Practice (CoP) Formalization

At this stage, the BIC Somali CoP framework should be completed: Ensure the CoP operates smoothly within the registered entity while keeping participation open and inclusive.

Key Agreements & Procedures to Draft:

Participation & Membership Framework Defines types of engagement (active members, observers, affiliates). Clarifies membership criteria & benefits.

Data Sharing & Intellectual Property Agreement Sets ground rules for sharing research, methodologies, and business insights. Specifies ownership rights & licensing terms for shared content.

Service Level Agreement (SLA) for Incubator Support Services Outlines what services BIC Somali provides to incubators.Sets performance expectations for sharing mentorship, training, and technical assistance.

Timeframe to complete these documents after the Tour: 6-8 Weeks

Week 1-2: Draft Participation & Membership Framework.
Week 3: Draft Data Sharing & IP Agreement.
Week 4: Draft SLA for Incubator Support Services.
Week 5-6: Stakeholder review & revisions.
Week 7-8: Finalize documents & implement.

Phase 3: Transition Toward a Center of Excellence (CoE)

Strengthen BIC Somali’s structure to function as a recognized Center of Excellence, with sustainable operations and funding mechanisms.

Key Agreements & Procedures to Draft:

Consortium Agreement for Incubator Collaboration. Creates binding commitments among incubators that seek deeper collaboration. Defines joint projects, funding contributions, and governance roles.

Financial Sustainability & Revenue-Sharing Agreement Defines how BIC Somali will generate and distribute revenue. Covers funding models (grants, service fees, investment partnerships).

Comprehensive Governance Charter & Organizational Policies. Expands on the initial governance framework to support structured leadership. Defines board structure, decision-making processes, reporting obligations.

Timeframe to complete these documents: 8-12 Weeks

Week 1-3: Draft Consortium Agreement.
Week 4-5: Draft Financial Sustainability & Revenue-Sharing Agreement.
Week 6-7: Draft Comprehensive Governance Charter & Organizational Policies.
Week 8-9: Stakeholder consultations & refinements.
Week 10-12: Final approval & implementation.

Roadmap Phases in Summarized Table

Phase	Key Agreements	Timeframe
Phase 1: Legal Registration & CoP Foundation	Legal Registration Documents, Initial Governance Charter, MoU for CoP Members	4-6 Weeks
Phase 2: CoP Functioning Under BIC Somali	Participation Framework, Data Sharing & IP Agreement, SLA for Incubator Support	6-8 Weeks
Phase 3: Transition to Center of Excellence	Consortium Agreement, Financial Sustainability Agreement, Comprehensive Governance Charter	8-12 Weeks

A Table of Contents for the Envisioned Manual

Below is a table of contents for the envisoned operations and governance manual. The ToC forms a tangible and visible governance framework that is as clear to the membership as to external supporters.

There are additional elements that are typically essential for a **Community of Practice** (CoP) or **Center for Excellence** framework—such as communication protocols, monitoring and learning systems, and sustainability planning. The structure emphasizes coherence, clarity, and a forward-looking posture, making it suitable for formal adoption and use among diverse stakeholders.

1.0 Foundational Principles and Purpose

1.1.Introduction to the Community of Practice/Community of Excellence (CoP/CoE)
1.1.1.Vision and long-term purpose

1.1.2.Mission and guiding values
1.1.3.Strategic goals and intended outcomes

1.2.Overview of Participating Members
1.2.1.Profiles of incubators and their thematic or regional focuses
1.2.2.Key public, private, and civil society stakeholders
1.2.3.Role of anchor institutions or lead agencies

1.3.Reference to Foundational Agreements
1.3.1.Memorandum of Understanding (MoU) as the umbrella agreement
1.3.2.Individual partnership agreements and annexes

1. Governance Structure and Decision-Making

2. Governance Charter and By-laws
2.1. Legal status or recognition (if any)
2.2. Scope of governance authority

3. Leadership Structures
3.1. Steering committee composition and mandate
3.2. Technical working groups and thematic subcommittees
3.3. Rotation and tenure of leadership roles

4. Decision-Making Mechanisms
4.1. Voting rules and quorum requirements
4.2. Consensus-building protocols
4.3. Procedures for conflict mediation and resolution

5. Membership and Participation
5.1. Criteria and process for onboarding new incubators
5.2. Rights, roles, and responsibilities of members
5.3. Suspension and exit procedures

1. Collaboration and Knowledge Sharing

2. Data and Intellectual Property (IP) Management
2.1. Data-sharing agreements and access protocols
2.2. Ownership, attribution, and licensing of IP
2.3. Shared research repositories and version control

3. Knowledge Exchange Protocols
3.1. Guidelines for sharing methodologies and best practices
3.2. Open vs. restricted knowledge assets
3.3. Use of knowledge platforms and digital libraries

4. Learning and Adaptation Systems
4.1. Peer learning sessions and cross-incubator mentoring

4.2. Joint learning agenda and research priorities
4.3. Documentation and reflection processes

1. Service and Support Agreements

2. Service Level Agreements (SLAs)
2.1. Terms for mentorship, training, or infrastructure use
2.2. Time commitments and delivery timelines
2.3. Volunteer and in-kind contribution options

3. Responsibilities and Reciprocity
3.1. Role of each incubator in service provision
3.2. Mutual aid agreements and capacity substitution
3.3. Performance expectations and peer evaluations

4. Quality Assurance and Monitoring
4.1. Standards for service quality and client satisfaction
4.2. Metrics and reporting tools
4.3. Corrective action procedures

1. Financial and Resource Management

2. Shared Financing Models
2.1. Revenue-sharing frameworks for joint ventures
2.2. Cost-sharing models for convening or outreach
2.3. Contribution tracking and equitable participation

3. Grant and Donor Fund Management
3.1. Proposal coordination and grant writing collaboration
3.2. Donor compliance, budgeting, and reporting standards
3.3. Pooled funding and fiduciary oversight

4. Resource Mobilization Strategy
4.1. Diversification of income sources
4.2. Alignment with national and regional funding priorities
4.3. Advocacy for long-term financial sustainability

1. Compliance, Confidentiality, and Risk Management

2. Legal and Ethical Compliance
2.1. Adherence to national laws and regulatory frameworks
2.2. Compliance with donor and partner standards
2.3. Ethical codes of conduct and anti-corruption policies

3. Confidentiality and Information Security
3.1. Non-Disclosure Agreements (NDAs)

3.2. Classification and handling of sensitive data
3.3. Cybersecurity and access protocols

4. Risk Mitigation and Conflict Resolution
4.1. Risk identification and contingency planning
4.2. Internal grievance mechanisms
4.3. Third-party arbitration options

1. Communication and Engagement Protocols

2. Internal Communication
2.1. Frequency and format of meetings and updates
2.2. Use of collaborative tools and knowledge management systems
2.3. Language and accessibility considerations

3. External Communication
3.1. **Public relations and media engagement**
3.2. Branding and representation of BIC Somali
3.3. Roles in joint advocacy or policy engagement

1. Review, Evaluation, and Amendment Procedures

2. Policy and Agreement Review
2.1. Frequency and method for periodic reviews
2.2. Amendment procedures and approval thresholds

3. Monitoring and Evaluation Framework
3.1. Performance indicators for BIC Somali effectiveness
3.2. Feedback loops and continuous improvement
3.3. Outcome documentation and learning synthesis

4. Exit and Termination Clauses
4.1. Protocols for dissolution of agreements or BIC Somali
4.2. Asset redistribution and IP management upon closure
4.3. Continuity planning and legacy documentation

Designing the Actual Work Sessions for Completing the Manual in the 2025 Road Map

The actual work for co-creating these documents can be completed in workshops with the governance committee. To complete the BIC Somali Operations and Governance Manual during the workshops, we can use a hybrid approach—where I provide smei-completed documents that include standard language with customizable sections through guided questions. This is likely the most efficient and user-friendly method for completing the documents while giving ownership to the incubators themselves. This balances efficiency, structure and flexibility, ensuring that the governance manual remains comprehensive while being adaptable to the unique needs of different incubators.

Standard clauses ensure that key legal and operational principles are covered without reinventing the wheel. Guided questions prompt users to insert incubator-specific details without requiring deep legal or policy expertise. The structured format prevents gaps or inconsistencies that can arise in purely open-ended questionnaires. Different incubators within the BIC Somali CoP can use a single adaptable framework rather than starting from scratch.

The manual documents are structured as worksheets for the workshops

Each section of the manual worksheets would have:

1. Standard language (boilerplate text) for common provisions.
2. Guided customization (a questionnaire or form-like input) for incubator-specific details.
3. Examples (case studies or best practices) for reference.

The BIC Somali Manual Contents Previewed Below:

Document 1: Memorandum of Understanding (MoU) for BIC Somali

This Memorandum of Understanding (MoU) establishes BIC Somali as a legally registered entity functioning as a Community of Practice (CoP) while allowing for its future transition into a Center of Excellence (CoE).

1. Background & Purpose

This MoU is entered into by iRise Hub, SIMAD University iLab, and Harhub, hereinafter referred to as the "Founding Members." The purpose of this MoU is to formalize a collaborative framework where Somali incubators, accelerators, and entrepreneurial support organizations can share knowledge, coordinate activities, and support innovation-driven entrepreneurship/

BIC Somali will serve as a non-binding Community of Practice, encouraging best practice exchange, joint initiatives, and policy advocacy, while also maintaining the flexibility to evolve into a more structured Center of Excellence in the future.

Customization Questions:

What specific challenges or gaps in the Somali incubation ecosystem does BIC Somali to address?

Are there additional partners or stakeholders, such as universities or government agencies, that should be acknowledged in this section?

2. Objectives

The signatories agree to work collaboratively toward the following objectives. BIC Somali will facilitate knowledge-sharing and capacity-building through mentorship, training, and the exchange of best practices. It will promote sustainable incubation models that align with Sharia-compliant financial principles where applicable. Joint programs and initiatives, including events, workshops, and acceleration programs, will be organized to support entrepreneurs. Policy advocacy will be an integral part of the Community of Practice's work, engaging with regulators and policymakers to create a supportive environment for entrepreneurship. As the network matures, BIC Somali will remain open to formalizing into a Center of Excellence if stakeholders determine that this transition would strengthen its impact.

Customization Questions:
Which of these objectives should be prioritized in the first year of the Community of Practice?

Are there additional objectives that should be added based on stakeholder needs?

3. Structure & Governance

BIC Somali will be governed by a Steering Committee composed of representatives from the founding incubators and elected representatives from new members. The Steering Committee will oversee strategic direction, membership policies, and future institutional development. A rotating chairperson will lead the committee, ensuring inclusive and dynamic leadership. The MoU allows for the formation of working groups to focus on specific areas such as mentorship, investment models, and policy advocacy.

Customization Questions:

How should the Steering Committee members be selected, whether by consensus, vote, or nomination?

Should committee leadership roles rotate annually or remain fixed for a set term?

What decision-making process will be used, whether consensus, majority vote, or another method?

4. Membership & Participation

The founding members, iRise Hub, SIMAD University iLab, and Harhub, automatically hold initial governance roles. New members, including other incubators, accelerators, universities, and business support organizations, may apply for membership, subject to Steering Committee approval.

Members are expected to contribute to knowledge-sharing activities and joint initiatives, uphold ethical business practices, including compliance with Sharia-compliant financial principles where applicable, and engage in at least one joint activity per year to maintain active membership.

Customization Questions:

What criteria should new members meet before being accepted?

Should there be different tiers of membership, such as full members and observers?

Should there be a membership fee to help sustain activities, or should participation remain free?

5. Financial Model & Sustainability

No initial financial obligations will be imposed on members under this MoU. Any revenue-sharing or joint funding mechanisms, such as grants or service-based revenue, must be Sharia-compliant, excluding interest-based financial instruments. Funding proposals may be developed collectively, with transparency in allocation and reporting.

Customization Questions:

Should BIC Somali explore a sponsorship or donor funding model to sustain its activities?

If a membership fee is introduced later, what would be a fair amount?

How should revenue from joint training programs or consulting services be allocated among members?Confidentiality & Intellectual Property

Members may share proprietary knowledge and methodologies under a Data Sharing and Intellectual Property Agreement, which will be developed separately. Confidential business or research information shared within BIC Somali must be protected and not disclosed externally without consent.

Customization Questions:

Should all knowledge-sharing materials be made open-access, or should some be restricted?
Should members be required to acknowledge BIC Somali when using shared research or methodologies?

6. Dispute Resolution

Any disputes arising under this MoU shall be resolved through negotiation, mediation, or an agreed-upon arbitration mechanism, ensuring non-adversarial resolution in alignment with the cooperative spirit of BIC Somali.

Customization Questions:

Should there be a specific mediation body, such as an external arbitrator or an internal conflict-resolution committee?

What types of disputes should trigger formal mediation instead of informal resolution?

7. Duration & Termination

This MoU shall remain in effect for an initial period of three years, subject to renewal. Any member may withdraw with sixty days' notice, provided ongoing commitments are honored. The Steering Committee may propose amendments to this MoU as needed.

Customization Questions:

Should the MoU be automatically renewed, or should members vote on extensions?

Under what conditions can a member be removed from the Community of Practice, such as inactivity or ethical violations?

8. Next Steps & Future Formalization

This MoU serves as a non-binding framework, but as BIC Somali grows, additional agreements, such as a Consortium Agreement, Governance Charter, and Financial

Sustainability Plan, will be introduced to facilitate its transition into a Center of Excellence.

Customization Questions:

What key milestones should BIC Somali achieve before transitioning to a Center of Excellence?

Should a timeline be set for moving from a Community of Practice to a Center of Excellence, or should it remain open-ended?

Signatures

This MoU is signed by the authorized representatives of the founding members:

iRise Hub

Signature: ____________________________ Date: ______________

SIMAD University iLab
Signature: ____________________________ Date: ______________

Harhub
Signature: ____________________________ Date: ______________

Additional Members (if applicable):
Signature: ____________________________ Date: ______________

Document 2: Participation Framework & Membership Guidelines for BIC Somali

This document defines the criteria, rights, and responsibilities of members within BIC Somali, ensuring that participation remains open, structured, and aligned with the mission of fostering a collaborative incubation ecosystem.

Step 1: Draft the Standard Agreement Template

1. Purpose & Scope

This Participation Framework and Membership Guidelines document establishes the principles, eligibility criteria, and responsibilities of members within BIC Somali. It ensures that all incubators, accelerators, and ecosystem stakeholders engage in a structured and mutually beneficial manner while maintaining the flexibility necessary for innovation and growth.

Membership in BIC Somali is open to organizations that support entrepreneurship and business incubation in Somali. Members commit to upholding ethical business practices, contributing to knowledge-sharing initiatives, and actively engaging in the development of a sustainable entrepreneurial ecosystem.

Customization Questions:

What are the primary benefits that members should receive from BIC Somali?

Should membership be restricted to specific types of organizations, such as incubators and accelerators, or should it be open to universities, development partners, and corporate entities?

2. Membership Categories & Eligibility

BIC Somali offers different levels of membership to accommodate varying degrees of involvement.

Founding Members are the original signatories of the BIC Somali MoU, including iRise Hub, SIMAD University iLab, and Harhub. They play a governance role in shaping policies and strategic direction.

General Members include incubators, accelerators, and other business support organizations that meet the eligibility criteria and contribute to BIC Somali's initiatives. These members participate in knowledge-sharing activities, joint programs, and policy advocacy.

Affiliate Members consist of universities, government agencies, private sector partners, and international organizations that wish to support BIC Somali’s objectives without direct governance roles. Their participation is advisory or program-based.

Customization Questions:

Should there be additional membership categories, such as observer status for organizations that are not yet ready for full participation?

What specific eligibility criteria should new members meet before being accepted?

Should General Members have voting rights, or should decision-making authority be reserved for Founding Members?

3. Membership Rights & Responsibilities

Members of BIC Somali enjoy specific rights, including access to shared resources, networking opportunities, training programs, and participation in joint initiatives. Members may also have the opportunity to contribute to policy discussions and advocacy efforts aimed at improving the Somali entrepreneurial ecosystem.

In return, members are expected to actively contribute to knowledge-sharing activities, participate in at least one collaborative project per year, and adhere to BIC Somali’s ethical and operational standards. Failure to engage in activities over an extended period may result in a review of membership status.

Customization Questions:

Should members be required to commit a minimum level of engagement, such as attending a certain number of events per year?

What mechanisms should be in place to ensure that inactive members do not dilute the effectiveness of the network?

4. Membership Fees & Financial Contributions

To sustain its activities, BIC Somali may implement a financial model that balances inclusivity with operational sustainability.

No membership fees will be required at the initial stage to encourage broad participation. However, as the Community of Practice matures, funding may be sourced through sponsorships, service-based revenue, or voluntary contributions. Any financial mechanisms adopted must be Sharia-compliant, excluding interest-based instruments.

Customization Questions:

Should a small, tiered membership fee be introduced in the future to support sustainability?

How should members contribute non-financial resources, such as expertise, mentorship, or in-kind support, in place of monetary fees?

5. Membership Application & Approval Process

Organizations seeking membership in BIC Somali must submit an application detailing their experience, commitment to entrepreneurship, and proposed contributions to the network. The Steering Committee will review applications and approve new members based on alignment with BIC Somali's mission.

The approval process will be transparent, ensuring inclusivity while maintaining the quality and credibility of the network. New members will undergo an onboarding process to familiarize them with BIC Somali's objectives and operational guidelines.

Customization Questions:

Should membership applications be reviewed on a rolling basis, or should there be specific intake periods?

Should new members be required to secure endorsements from existing members to demonstrate commitment?

6. Membership Renewal, Suspension, and Termination

Membership will be reviewed annually to ensure continued engagement and alignment with BIC Somali's goals.

Members who fail to participate in activities for two consecutive years may be placed on inactive status. In cases of ethical violations or breaches of BIC Somali's principles, the Steering Committee may take disciplinary action, including membership suspension or termination.

Customization Questions:

What conditions should warrant automatic renewal of membership versus requiring a renewal application?
What process should be followed if a member disputes a suspension or termination decision?

7. Governance & Decision-Making for Members

Members will have the opportunity to provide input on key decisions affecting BIC Somali's direction. General Members will participate in working groups, policy discussions, and program development, while Founding Members will maintain oversight of strategic governance.

Decision-making authority for financial matters and structural changes will rest with the Steering Committee, with input from the broader membership base.

Customization Questions:

Should General Members have a formal vote in governance matters, or should they serve in an advisory capacity?

What governance structures should be in place to ensure representation of diverse members, including regional incubators?

8. Next Steps & Implementation

Following the approval of this framework, BIC Somali will initiate outreach to potential new members and establish an onboarding process. Membership applications will be reviewed quarterly, with the first cohort of new members expected to join within the next operational cycle.

As membership grows, periodic evaluations will assess the effectiveness of this framework and make adjustments based on feedback from participating incubators.

Customization Questions:

How frequently should this framework be reviewed and updated based on feedback from members?

Should there be an annual general meeting where all members provide input on policy and governance matters?

Step 2: Integrate Customization Questions in Context

All customization questions have been embedded in the relevant sections to ensure clarity during stakeholder review. Responses to these questions will determine the final membership framework's details.

Step 3: Conduct Research for Validation and Benchmarking

Similar participation and membership models from other incubator networks provide useful benchmarks.

The East African Business Incubation Network (EABIN) provides a flexible participation structure, balancing free membership with optional service-based fees.

The Dubai Future Accelerators program integrates multiple levels of membership, allowing ecosystem players to engage in different capacities.

The European Business & Innovation Centre Network (EBN) uses a tiered membership approach that enables smaller incubators to participate with reduced financial commitments while larger, well-established members contribute more resources.

These models will inform refinements to ensure that BIC Somali remains competitive, sustainable, and aligned with best practices.

Step 4: Review, Revise, and Finalize

Stakeholders from iRise Hub, SIMAD University iLab, and Harhub will review this framework, answering the embedded customization questions to refine the document. Once finalized, this framework will be used as the official membership guideline for BIC Somali.

Document 3: Consortium Agreement for BIC Somali

This Consortium Agreement formalizes the collaboration between BIC Somali's founding incubators and future partners, outlining governance, financial commitments, and joint initiatives. It provides a legally binding framework that ensures accountability while maintaining flexibility for future growth.

Step 1: Draft the Standard Agreement Template

1. Purpose & Scope

This Consortium Agreement establishes BIC Somali as a structured collaboration among incubators, accelerators, and ecosystem stakeholders committed to advancing Somali entrepreneurship. It defines the legal, financial, and operational commitments of each participating member, ensuring that joint initiatives are effectively implemented and sustained.

This agreement applies to all incubators and organizations that formally join BIC Somalis consortium members. Participation is contingent upon adherence to the governance framework, contribution to shared activities, and alignment with BIC Somali's mission to support innovation and entrepreneurship.

Customization Questions:

What key benefits should consortium members receive in exchange for their commitments?

Should participation in the consortium be limited to incubators, or should corporate partners, universities, and NGOs be allowed as full members?

1. Consortium Structure & Governance

BIC Somali will be governed by a Consortium Council composed of representatives from founding members and elected representatives from other participating incubators. The council will oversee strategic decisions, financial commitments, and partnership management.

A rotating chairperson will preside over council meetings, ensuring that governance remains balanced and inclusive. Decision-making authority will be distributed based on predefined voting rights, with founding members holding additional oversight responsibilities.

Customization Questions:

What decision-making model should the council use—consensus, majority vote, or weighted voting?

Should governance positions be rotated periodically, or should they remain fixed for specific terms?

2. Roles & Responsibilities of Consortium Members

Consortium members are expected to actively contribute to BIC Somali's mission through direct engagement in programs, mentorship, or financial/resource contributions.

Members must commit to knowledge-sharing initiatives, participate in joint training or incubation programs, and support policy advocacy efforts.

Members are also required to uphold ethical business practices, including adherence to Sharia-compliant financial principles in investment models and revenue-sharing agreements.

Customization Questions:

What specific contributions should be required from each consortium member, such as annual event participation or mentorship hours?

Should different levels of commitment be defined for smaller incubators versus larger, well-resourced members?

4. Financial Contributions & Cost-Sharing Model

BIC Somali's operations will be funded through a combination of grants, service-based revenue, and consortium member contributions. Members are expected to contribute either financially or through in-kind support, such as office space, training, or access to networks.

All financial transactions will adhere to Sharia-compliant principles, avoiding interest-based mechanisms. Revenue generated from joint activities, such as consulting services or accelerator programs, will be distributed based on predefined agreements among consortium members.

Customization Questions:

Should financial contributions be fixed or adjusted based on the size and financial capacity of each member?

How should revenue from joint training programs or investment initiatives be allocated among members?

5. Membership Criteria & Onboarding Process

Organizations seeking to join the consortium must submit a formal application detailing their experience in incubation, proposed contributions, and alignment with BIC Somali's goals. The Consortium Council will review applications and approve new members based on predefined eligibility criteria.

A structured onboarding process will be implemented to integrate new members, ensuring they understand governance policies, financial obligations, and strategic objectives.

Customization Questions:

Should there be a probationary period for new members before they receive full voting rights?

What criteria should be used to evaluate and approve new members?

6. Intellectual Property & Data Sharing Agreements

All intellectual property (IP) generated through joint initiatives will be subject to a separate Data Sharing & IP Agreement. This ensures that members retain rights over their original contributions while allowing for shared usage of methodologies, research, and best practices.

Confidential business or research information shared within BIC Somali must be protected and not disclosed externally without mutual consent.

Customization Questions:

Should there be a licensing framework for consortium-developed resources that allows members to use shared IP while ensuring proper attribution?

How should startup data and incubation methodologies be protected and shared among members?

7. Dispute Resolution Mechanisms

Disputes arising under this agreement will first be addressed through negotiation and mediation. If unresolved, the matter may proceed to arbitration under a mechanism agreed upon by the Consortium Council.

Customization Questions:

Should an external arbitration body be designated, or should disputes be resolved internally?

What types of disputes should trigger mediation versus arbitration?

8. Exit & Termination Procedures

Consortium members may withdraw from BIC Somali with prior notice, provided they fulfill ongoing commitments. Members that fail to meet participation or financial obligations may be subject to review and possible termination of their consortium status.

The agreement will remain in effect for a period of five years, with provisions for renewal or modification based on mutual consent.

Customization Questions:

What should be the required notice period for a member withdrawing from the consortium?

Should there be penalties for members who fail to meet their financial or participation commitments?

9. Next Steps & Implementation

Following finalization of this agreement, BIC Somali will initiate outreach to potential consortium members and develop an implementation roadmap. Regular assessments will be conducted to refine governance structures and ensure alignment with evolving strategic goals.

Customization Questions:
How frequently should the consortium agreement be reviewed and updated?
Should there be an annual general assembly where all members discuss governance and strategic direction?

Step 2: Integrate Customization Questions in Context

All customization questions have been embedded within their respective sections, ensuring clarity for stakeholder review and decision-making.

Step 3: Conduct Research for Validation and Benchmarking

Successful consortium models from similar regional initiatives provide a useful reference.

The East African Science and Technology Commission (EASTECO) operates under a consortium model that balances financial contributions with knowledge-sharing commitments.

The Middle East Business Incubation Consortium (MEBIC) utilizes a flexible membership structure, allowing incubators to participate at different levels of financial and strategic engagement.

The European Social Economy Incubator Network integrates a cost-sharing model where larger members contribute financially, while smaller members provide in-kind resources.

These models will inform refinements to ensure BIC Somali remains competitive and sustainable.

Step 4: Review, Revise, and Finalize

Founding members of BIC Somali will review this agreement, providing input on the embedded customization questions. Once finalized, this document will serve as the governing contract for consortium members, ensuring a structured, accountable, and growth-oriented collaboration.

Document 4: Service Level Agreement (SLA) for Incubator Support Services – BIC Somali

This Service Level Agreement (SLA) establishes enforceable expectations, responsibilities, and performance standards for the support services provided by BIC Somali to its member incubators. It converts service intent into operational commitments by defining a governed service catalogue, time-bound quality standards, a contribution ledger for volunteer duty equivalence, clear request and escalation workflows, and review mechanisms that keep services reliable and fair. It operates in concert with Document 5 (Financial Sustainability & Revenue-Sharing Agreement) for cost recovery and equivalence rules and with Document 6 (Governance Charter) for decision rights and amendment procedures.

Step 1: Draft the Standard Agreement Template

Purpose & Scope

This SLA defines the specific services BIC Somali provides, the quality levels it guarantees, and the reciprocal duties members accept when they consume or provide services. It applies to all members and approved partners who access shared resources, mentorship, training, advisory support, market linkages, policy engagement, or specialized platforms. It establishes a single source of truth for service definitions, request intake, triage, fulfilment, measurement, and continuous improvement, while permitting periodic revisions through the Governance Charter's amendment process. It allows members to fulfill part of their obligations through governed volunteer duty, recorded in a contribution ledger that equates approved in-kind services to monetary value under the Finance Policy.

Customization questions: State which services are mission-critical for Year 1 and must be live at launch; decide whether service access should vary by membership tier or remain uniform with prioritized queues during peak demand; specify whether the Secretariat may add pilot services mid-year subject to Steering confirmation at the next meeting.

Services Provided by BIC Somali

The service catalogue defines each service with a name, scope, eligibility, intake channel, target timelines, acceptance criteria, and documentation. BIC Somali will implement Year-1 priorities through the Steering Committee's governance calendar and the Executive Secretariat's decision log without amending the SLA: the Secretariat will publish a consolidated annual schedule of joint events and trainings and bring online a minimal, already-authorized service catalogue at launch; the Finance Committee will weight the contribution ledger and reinvestment allocations toward event delivery, structured mentorship, and peer-learning clinics, with quarterly sources-and-uses reports disaggregated accordingly; the quarterly Service Review will judge performance against mentor time-to-match, fulfillment of catalogue requests, completion of technology-transfer pilots, and publication cadence for localized policy briefs; inclusion metrics—especially gender and youth participation—will be tracked alongside existing SLOs; and all trainings listed in the catalogue will meet a documented learning-quality standard as an acceptance condition. This paragraph binds committees to member-signaled sequencing while leaving the SLA text, service definitions, and SLOs unchanged.**Customization questions:** Specify which services must be prioritized at launch and which may follow a phased schedule; identify any additional services that require definition now to meet near-term program commitments.

Service Delivery Standards & Expectations

Service quality is expressed as service level objectives (SLOs) and time-to-event targets measured from the moment a valid request enters the system. Mentorship requests receive triage within a defined number of business days and a first session within an agreed window, with a published cap on concurrent mentees per mentor to prevent overload. Training services publish a quarterly calendar with minimum frequency per topic area and provide participants with pre-reading and post-session materials; any cancellations require prompt notice and rescheduling within a defined window. Shared infrastructure offers bookable access hours, uptime targets for core platforms, and a service desk response time to incidents and access problems; maintenance windows are pre-announced on the portal. Market linkage and investment facilitation requests receive acknowledgement and checklist review within a set period; qualified dossiers progress to introduction or are returned with remediation guidance. Policy support responds to member inquiries within a set period and publishes an internal review schedule for position drafts prior to submission.

Customization questions: Fix the response-time and fulfilment targets by service type; decide whether members may propose and lead training or mentorship streams that, once approved, enter the catalogue with the same SLOs.

Member Responsibilities & Volunteer Duty

Members commit to accurate requests, timely participation, and feedback on completion. They may satisfy part of their obligations through governed volunteer duty that the contribution ledger records with standardized equivalence rates. Mentorship duty credits accrue for verified session hours delivered against approved requests; training contributions credit for designed and delivered modules that meet curriculum and attendance thresholds; advisory support credits for documented policy inputs, investor readiness work, or grant support; operational support credits for event operations and community management that the Secretariat pre-approves. The ledger prevents double counting, caps annual offsets, and reconciles quarterly under the Finance Policy. Chronic failure to meet participation commitments, no-shows, or repeated breach of booking rules may trigger probation or reduced service priority under the Governance Charter.

Customization questions: Determine the annual minimum of volunteer hours or equivalent credits for members opting for non-financial contributions; decide whether members may pool contributions—for instance, one hub supplying infrastructure while another supplies mentors—and how pooled credits apply against access priorities.

Performance Monitoring & Feedback Mechanisms

The Secretariat tracks service performance through a quarterly dashboard that includes satisfaction scores, fulfilment rates against SLOs, time-to-first-response, time-to-resolution, utilization of shared resources, mentor load distribution, introduction-to-deal progression where applicable, and policy submission timeliness. Post-service feedback forms are short, mandatory for request closure, and analyzed for theme detection. A quarterly service review convenes rotating member representatives to validate findings, recommend adjustments to SLOs, rebalance mentor rosters, and propose service retirements or additions. Findings feed a public members' memo and, where relevant, a change notice.

Customization questions: Choose the reporting cadence and the core indicators to publish in the members' memo; decide whether to institute a rotating Service Review Committee drawn from different hubs each quarter.

Cost-Sharing & Financial Sustainability

The SLA aligns cost recovery with the Finance Policy. Grants and sponsorships underwrite baseline capacity where available. Service-based revenue from external clients buys down member costs and expands the catalogue. Member contributions may be monetary or in-kind subject to caps and conversion rules approved annually. High-cost services operate on a pay-per-use basis priced at cost-plus within a published rate card; fair-use ceilings prevent crowd-out. All financial flows remain Sharia-compliant. The Secretariat issues a quarterly sources-and-uses schedule for service operations and proposes adjustments to rate cards or access rules when demand or funding conditions change.

Customization questions: Decide whether substantial volunteer contributions should confer priority access or discounted pay-per-use rates within defined limits; state whether external stakeholders may sponsor specific services and how sponsorship visibility and conflict-of-interest controls will apply.

Dispute Resolution & Adjustments to Services

Service complaints enter a defined two-stage path. First, the service owner reviews the record, proposes remediation, and, where justified, applies a service credit. If unresolved, the issue escalates to the Secretariat for determination within a stated timeframe. Persistent disagreements may be referred to the Steering Committee per the Governance Charter; structural complaints about rate cards or access models are handled at the quarterly service review. Adjustments to service levels follow a change-control process with impact analysis, member notice, and effective dates; emergency changes to protect security or continuity may take immediate effect with retrospective notice and justification.

Customization questions: Decide whether members may petition collectively for service expansions and what petition threshold applies; set the notice period for reductions in service levels and the circumstances that justify shorter notice.

Next Steps & Implementation

Upon adoption, the Secretariat publishes Version 1.0 of the service catalogue and rate card, opens the ticketing and booking portals, enables the contribution ledger, and releases the first quarterly reporting calendar. The first quarterly review occurs after the inaugural reporting cycle to confirm baselines and refine targets. Thereafter, annual SLA reviews coincide with the budget cycle, with interim adjustments permitted under the Governance Charter's amendment rules.

Customization questions: Fix the SLA review cadence—annual with mid-year checkpoint, or quarterly light-touch with an annual deep review; decide whether to commission an annual service audit to verify SLO measurement and ledger accuracy.

Step 2: Integrate Customization Questions in Context

Each section embeds its own customization questions so the Steering Committee can decide parameters in one sitting. The Secretariat will maintain a one-page decision register that records each answer, its effective date, and any annex updates it triggers.

Step 3: Conduct Research for Validation and Benchmarking

Benchmarking should validate three dimensions: the realism of SLOs relative to peer incubator networks; the efficacy of contribution-ledger conversion rates to maintain fairness without distorting incentives; and the sustainability of pay-per-use pricing for high-cost services in comparable ecosystems. Interviews with regional networks will provide operating details that public documents often omit; those findings should inform Annex rate cards and ledger caps and be cited in the internal rationale memo that accompanies SLA adoption.

Step 4: Review, Revise, and Finalize

iRise Hub, SIMAD University iLab, and HarHub should review the draft together with the Secretariat, answer the embedded questions, and adopt the annexes so the SLA is immediately operable. The Secretariat then publishes the catalogue, rate card, and request workflows, and issues the first quarterly service performance memo on schedule.

Operability Annexes (to be attached at adoption)

Annex A: Service Catalogue & Definitions. This annex lists each service with a canonical definition, eligibility, intake channel, documentation required from requesters, acceptance criteria, and exclusions. It prevents scope creep and adjudicates disputes about what is “in” the SLA.

Annex B: SLOs & Measurement. This annex fixes time-to-first-response, time-to-fulfilment, uptime, and quality acceptance metrics per service, defines business hours and clock-start rules, and specifies what evidence satisfies closure so numbers cannot be gamed.

Annex C: Request, Triage, and Escalation Workflow. This annex describes the end-to-end workflow from submission to closure, including triage categories, assignment rules, escalation triggers, and service-credit conditions. It includes the decision log template and the post-service feedback form.

Annex D: Contribution Ledger Rules. This annex defines approved in-kind categories, conversion rates, annual caps, verification evidence, reconciliation cadence, and the method for resolving ledger disputes. It cross-references Document 5 so cash and in-kind contributions remain fungible within limits.

Annex E: Rate Cards & Fair-Use. This annex publishes pay-per-use prices for high-cost services, states fair-use ceilings for shared resources, and explains priority rules during peak demand. It includes the sponsorship attribution policy and conflict-of-interest safeguards.

Annex F: Change Control & Notice. This annex codifies how the SLA changes over time—what requires Steering approval, what the Secretariat may adjust within guardrails, the minimum notice periods, and the format of member change notices.

Document 5: Financial Sustainability & Revenue-Sharing Agreement – BIC Somali

This Agreement defines how BIC Somali will generate, manage, and distribute funds while ensuring strict compliance with Sharia-compliant financial principles. It establishes sustainable funding models, equitable revenue-sharing mechanisms, enforceable internal controls, and transparency measures that together support the long-term viability of the consortium.

Step 1: Adjust the Standard Agreement Template

Purpose & Scope

This Agreement establishes the consortium's financial governance and sustainability framework so that the network remains operationally viable, ethically grounded, and auditable. It sets out how funds are generated, allocated, reinvested, and reported, and it binds all members when they engage in joint funding efforts, revenue-generating programs, or cost-sharing arrangements under the BIC Somali banner. Participation requires adherence to Sharia-compliant principles and to the consortium's internal control environment, including dual-signature disbursements, documented approval thresholds, and quarterly reporting.

Customization questions:
1. Which funding sources should be prioritized during Years 1–3 given current pipeline and capacity?

2. Should members opt in at the initiative level or default to a unified model with limited carve-outs?

Funding Sources & Revenue Streams

BIC Somali pursues a diversified, Sharia-compliant funding portfolio. Grants and development funds provide catalytic capital for programs aligned with national priorities. Service revenue derives from training, advisory, and facilitation services delivered to startups, investors, and public or private stakeholders. Membership contributions may be monetary or in-kind, recorded through a governed contribution ledger that equates approved services—such as mentorship hours, training delivery, or facility access—to monetary credits. Sponsorships and structured partnerships support events, research, and market linkages where terms pass ethical screening. Equity-free investment constructs and non-interest revenue-sharing arrangements support venture growth while remaining compliant with Islamic finance.

Compliance mechanics added: all inflows are logged to a single source-of-truth register; restricted funds are tracked separately from unrestricted funds; the Finance Committee tables a quarterly sources-and-uses schedule; and the Steering Committee approves an annual funding plan ranking sources by feasibility, risk, and strategic fit.

Customization questions:
3. Which sources rank highest for feasibility in the first three years, and what minimum diversification target should be set?

4. Should membership contributions follow a standard schedule or flex by incubator capacity with an in-kind conversion ceiling?

5. Should a dedicated Finance Committee hold mandate for grant applications and sponsor negotiations on behalf of members?

Revenue-Sharing Model for Joint Initiatives

Revenue from joint programs is distributed by declared logic documented in each initiative charter before work begins. Three logics are permitted. The **Direct Contribution Model** apportions revenue by the proportion of cash or approved in-kind inputs committed ex ante. The **Service-Based Allocation** model compensates members for defined deliverables, for example training delivery, placement support, or due-diligence work, based on agreed unit rates. The **Strategic Reinvestment Model** reserves a default share of gross joint revenue for the consortium reserve—**fifteen percent by default**—to finance new programs, shared infrastructure, and policy work; initiative charters may vary this percentage if justified and approved.

Compliance mechanics added: initiative charters must cite the selected logic, the measurement basis, and documentation required for verification. The Secretariat reconciles distributions against the charter and reports variances quarterly.

Customization questions:
6. Should the reinvestment default remain at fifteen percent of gross joint revenue, or adopt a different floor?
7. How should revenue from external training and consulting be apportioned where both host and delivery hubs contribute?
8. Should distinct formulas apply by program type (e.g., training vs. market linkage vs. research facilitation)?

Cost-Sharing for Shared Services & Infrastructure

Shared costs are recovered through a tiered framework calibrated to member capacity and actual utilization. Larger hubs contribute proportionally more under the **Tiered Contribution** schedule adopted annually with the budget. Approved **In-Kind Substitution** allows members to offset a portion of monetary dues via the contribution ledger, subject to an annual cap and published conversion rates reviewed each year. High-cost services—such as legal counsel, audit support, or specialized AI sandboxes—operate on a **Pay-Per-Use** basis priced at cost-plus, with transparent rate cards issued as part of the annual service catalogue.

Compliance mechanics added: the contribution ledger records service type, date, beneficiary, and equivalence value; offsets are applied at quarter-end after verification by the Secretariat; and any disputed equivalences follow the dispute path below.

Customization questions:
9. Should cost-sharing be standardized annually or negotiated per initiative within published ranges?

10. Which in-kind categories and conversion rates should be authorized for ledger credit, and what annual cap is prudent?

11. Should an external review of shared-cost allocations be commissioned annually for transparency?

Financial Compliance & Ethical Investment Principles

The consortium prohibits interest-bearing instruments and avoids gharar and maysir. All investment, revenue, and sponsorship arrangements must pass published ethical screens. A standing **Islamic Finance Advisory Panel** may be constituted to review complex arrangements and issue written advisories appended to initiative charters. Non-member revenues—for example enterprise training—must be structured to avoid riba and to preserve fairness among contributing members.

Compliance mechanics added: each initiative undergoes an ethical-screen checklist at approval; exceptions are documented and tabled for Panel review; and annual compliance attestations form part of the audit pack.

Customization questions:
12. Should the Islamic Finance Advisory Panel be permanent, or convened ad hoc for specific reviews?

13. How will non-member revenues be structured to preserve compliance and equitable distribution?

14. Which screening criteria and exclusion lists should be adopted and published?

Fund Management, Reporting & Transparency

All consortium funds flow through accounts with **dual signatories** drawn from the Chair, Treasurer, and one rotating member representative. Disbursements follow **approval thresholds** recorded in Annex A: an operational threshold requiring Treasurer plus one co-signer; a mid-range band requiring Finance Committee majority approval; and a high-value band requiring Steering Committee vote. Segregation of duties separates initiation, approval, custody, and reconciliation. The Secretariat issues **quarterly financial reports**—sources and uses, initiative performance against charter, reserve movements—and the Steering Committee adopts an **open annual budget** after member review. Each year the

Committee commissions either a limited-scope external review or an internal audit against this Agreement, with corrective actions tabled within one month.

Transparency stance: full quarterly reports go to members; the consortium issues an annual public summary unless donor restrictions or security concerns dictate a members-only release, in which case the Steering Committee minutes the rationale and sets a review date.

Customization questions:
15. Should any part of the quarterly reporting package be public by default, or only the annual summary?

16. Should financial oversight rotate among members each year to widen accountability?

17. What sanctions apply for non-compliance—ranging from suspension of voting rights to exclusion from distributions?

Dispute Resolution Mechanisms

Financial disputes first seek resolution within the Finance Committee on a defined timetable with written positions and evidence. If unresolved, parties proceed to external arbitration under a mutually agreed venue and rules. Appeals to the Steering Committee may be lodged on procedural grounds only and will not reopen commercial terms set by approved charters.

Customization questions:
18. Should mediation be mandated before arbitration, and who maintains the mediator roster?

19. What standing time limits should govern committee review, mediation, and arbitration to avoid drift?

Exit & Financial Obligations of Withdrawing Members

Members must clear obligations before withdrawal. Unspent joint funds follow the initiative charter and the reinvestment rule; the Steering Committee may temporarily withhold distributions pending audit or compliance review. Where a withdrawing member made documented long-term contributions, the consortium may authorize equity-free reimbursement mechanisms that remain Sharia-compliant and proportionate to realized value rather than notional projections.

Customization questions:
20. Should departing members receive reimbursement for defined long-term contributions, and by what formula?

21. What notice period and clearance timetable best preserve project continuity without penalizing legitimate exits?

Next Steps & Implementation

This Agreement takes effect upon adoption by founding members and forms part of the governance manual. The Steering Committee reviews it **annually**, with a mid-cycle checkpoint if material risks or opportunities arise. The first year may operate as a **pilot funding phase** to validate rate cards, ledger conversions, and threshold levels, after which Annexes and schedules can be amended by Steering Committee resolution.

Customization questions:
22. What review cadence—annual plus mid-year, or biennial with quarterly exception handling—best matches current capacity?

23. What predefined evidence will end the pilot phase and lock the parameters for Years 2–3?

Step 2: Integrate Customization Questions in Context

All customization questions appear directly within their sections to force timely decisions during adoption. The Secretariat should compile a one-page “decision log” capturing agreed answers, effective dates, and any annex updates triggered by those answers.

Step 3: Conduct Research for Validation and Benchmarking

Before final adoption, the Secretariat should benchmark cost-sharing, reinvestment rates, and contribution-ledger practices against regional and international incubator networks and cluster organizations. Treat the East Africa, MENA, and EU ecosystems as comparators for governance mechanics rather than one-to-one templates; document findings and variances so donors understand the local rationale. Where public exemplars are unclear, interview network secretariats and extract practical operating details—approval thresholds, reserve policies, sponsorship ethics, and in-kind accounting—then cite them in Annex notes.

Step 4: Review, Revise, and Finalize

Founding members should review this Agreement in a single working session with the Finance Committee, answer the embedded questions, and approve the Annexes. Upon adoption, this document governs the financial sustainability model of BIC Somali. The Secretariat then publishes the service catalogue and rate cards referenced herein, opens the contribution ledger, and issues the first quarterly sources-and-uses report on schedule.

Annexes referenced (to be attached on approval)

Annex A: Approval thresholds matrix and dual-signature mandate.
Annex B: Contribution-ledger rules, approved in-kind categories, and conversion rates with annual caps.
Annex C: Service catalogue and rate cards for shared services and pay-per-use facilities.

Document 6: Comprehensive Governance Charter & Organizational Policies – BIC Somali

This Comprehensive Governance Charter & Organizational Policies document formalizes the governance structure of BIC Somali, ensuring transparent leadership, accountability, and long-term sustainability. It defines decision-making mechanisms, leadership roles, operational policies, and ethical standards that all members must uphold. It also integrates explicit internal controls, cross-references to the Finance Policy, the Service Level Agreement (SLA), and the Data & IP Policy, and establishes objective triggers for the Community of Practice (CoP) to mature into a Center of Excellence (CoE).

Step 1: Complete the Standard Agreement Template

Purpose & Scope

This Charter establishes the institutional structure, leadership model, and decision-making processes of BIC Somali, enabling it to operate as a legally registered entity and an evolving CoP with a defined upgrade path to CoE. It applies to all members and binds them to rights, responsibilities, and participation standards in strategic decisions. It also embeds governance mechanics—quorum, voting thresholds by decision type, banking controls by reference to the Finance Policy, service assurance via the SLA, and information stewardship via the Data & IP Policy—so the consortium remains auditable and resilient as it grows. Customization decisions include whether to revise this Charter on a fixed cadence (for example every two years) or to adopt rolling updates under defined amendment rules, and whether certain CoP provisions should automatically tighten upon meeting pre-agreed CoE thresholds.

Customization questions: Should the Charter follow a fixed two-year review cycle with interim amendments permitted for risk-critical issues, or should it use an annual review with limited emergency amendments? Should core governance policies remain constant across the CoP→CoE transition, or should a red-lined CoE annex automatically activate when quantitative triggers are met?

Organizational Structure & Leadership Roles

BIC Somali operates a multi-tier governance model. The **Steering Committee** serves as the supreme decision organ for strategy, funding oversight, policy positions, and appointment of the Executive Secretariat. Its composition combines founding hubs with elected representatives of new members under a balanced representation rule, and its chair presides over an annual governance calendar.

The **Executive Secretariat** manages day-to-day operations and implements Steering decisions through documented procedures; it keeps the decision log, issues quarterly operating and financial reports, and administers the contribution ledger and service catalogue defined in the SLA.

Thematic Working Groups prosecute time-bound mandates—mentorship, investment facilitation, research, advocacy—under simple terms of reference and report back on schedules agreed at the start of each mandate. Leadership roles, including Chairperson and Executive Director, are filled through an electoral or nomination process with fixed terms, rotation, and a cooling-off period to prevent entrenchment. The Charter recognizes the option of a non-voting

Advisory Board of external experts to inform long-horizon strategy without diluting member governance.

Officer Roster & Role Definitions

BIC Somali will maintain an officer roster that makes authority, accountability, and succession unambiguous. Officers serve fixed terms, operate under segregation-of-duties rules, and anchor reporting lines that connect governance to daily execution. Unless otherwise stated, officer terms run two years, renewable once, with a twelve-month cooling-off period before returning to the same office. The Steering Committee elects or appoints officers by recorded vote; the Executive Secretariat hires staff who support these officers, but cannot alter officer mandates.

Chairperson

The Chairperson presides over the Steering Committee, sets the annual governance calendar, and ensures that quorum and voting thresholds are observed. The Chairperson steers agenda discipline, committee formation, and performance evaluations of officers. To preserve checks and balances, the Chairperson does not authorize payments, sign vendor agreements, or supervise ledger reconciliations; those functions sit elsewhere. In temporary absences, the Vice-Chairperson assumes meeting and agenda duties; if the office becomes vacant, the Vice-Chair serves as Acting Chair until a by-election within sixty days.

Vice-Chairperson

The Vice-Chairperson supports the Chair in planning, dispute facilitation, and committee coordination, and serves as Acting Chair when needed. The Vice-Chairperson cannot simultaneously hold the Treasurer, Secretary, or Executive Director roles. Upon succession, the Vice-Chair ensures a clean handover of agendas, open motions, and action registers.

Executive Director

The Executive Director leads the Executive Secretariat and is accountable for day-to-day delivery of the annual plan approved by the Steering Committee. Responsibilities include program execution, staffing, procurement within approved budgets, maintenance of the decision log, and timely issuance of quarterly operating and financial reports. The Executive Director does not chair the Steering Committee, does not vote on Steering resolutions, and may not serve concurrently as Treasurer. An Operations Lead designated in writing by the Chair may act for up to ninety days during temporary absence.

Treasurer

The Treasurer is custodian of consortium funds under Document 5 (Financial Sustainability & Revenue-Sharing Agreement). Duties include co-signing disbursements within spend-band thresholds, overseeing restricted vs. unrestricted fund tracking, tabling quarterly sources-and-uses, and sponsoring the annual external review or internal audit.

The Treasurer never initiates payments, books transactions, or reconciles accounts; those tasks belong to finance staff or providers supervised by the Executive Director, with dual-signature execution enforced at the bank. If the office becomes vacant, the Steering Committee appoints an interim Treasurer within thirty days and re-issues bank mandates immediately.

Secretary

The Secretary maintains the official record—agendas, attendance, minutes with vote tallies, the register of decisions and policies, and the repository of signed instruments and annexes. The Secretary certifies that amendments followed Charter procedure and circulates consolidated versions to members. The Secretary does not chair deliberations, manage payments, or control audit work. Secretariat staff may draft minutes, but custody and certification remain with the Secretary.

Director of Programs

The Director of Programs is accountable for the service catalogue defined in Document 4 (SLA). This officer publishes the quarterly training calendar; manages mentor onboarding, availability, and load-balancing; enforces SLOs for request triage and fulfilment; and tables the quarterly service-performance memo. The Director works with hub-level "service owners," but cannot change SLO targets without following the SLA's change-control annex and notifying the Steering Committee.

Director of Partnerships & Policy

The Director of Partnerships & Policy coordinates market linkages, investor readiness, sponsorships, and ecosystem advocacy. This officer curates partnership pipelines, enforces conflict-of-interest disclosures for co-branded events and sponsorships, and ensures policy briefs follow the internal consultation timetable. Commercial terms and sponsorship visuals follow Document 5 and the SLA's rate-card annex; policy submissions follow the Charter's publication protocol with recorded sign-off.

Director of Data & IP Stewardship

The Director of Data & IP Stewardship is the custodian of the Data & IP Policy. Responsibilities include enforcing data-classification labels, role-based access, licensing defaults for consortium-created materials, breach-notification timelines, and NDA harmonization. The Director chairs a review panel for edge cases (derivative works, joint authorship, attribution norms) and coordinates with the Treasurer and any Islamic Finance Advisory Panel when IP commercialization intersects with Sharia-compliant finance.

Risk & Audit Committee Chair (or Audit Liaison)

The Risk & Audit Chair ensures risk registers are maintained, audits proceed on calendar, management responses are time-bound, and remedial actions track to closure. This officer has standing access to financial and operational records but does not participate in day-to-day approvals. They report directly to the Steering Committee and provide an executive summary after each review cycle.

Eligibility, Conflicts, and Removal

No officer may hold more than one core fiduciary office at a time. Spouses or first-degree relatives may not concurrently hold the Chairperson and Treasurer roles. All officers sign annual conflict-of-interest statements and must recuse themselves where personal, institutional, or financial interests intersect with consortium business. Removal for cause requires a two-thirds Steering vote after notice and an opportunity to respond; vacancies are filled by by-election or appointment consistent with this Charter within the stated timeframes.

Performance Review and Reporting

Officer performance is reviewed at mid-term and end-of-term against objective indicators—on-time reports, audit findings closed, SLA SLOs met, partnership targets achieved, policy submissions delivered. Results are minuted and published to members. The Secretary ensures the officer roster, mandates, and review outcomes are reflected in the consolidated Charter and decision log.

Cross-References and Segregation of Duties

Banking mandates, dual signatures, spend bands, reserves, and contribution-ledger rules are governed by Document 5. Service definitions, SLOs, rate cards, and change control sit in Document 4. Data classifications, access roles, licensing defaults, and breach procedures are governed by the Data & IP Policy. Any change to officer mandates that would weaken segregation of duties constitutes a structural amendment and must pass under the Charter's higher voting threshold.

Customization questions: Should leadership terms run two years with one renewal, or three years without immediate renewal? Should Steering Committee elections use simple majority with quorum or ranked-choice to improve representativeness in multi-candidate races? Should an Advisory Board be constituted now with a capped size and defined criteria, or kept as a dormant provision until the first CoE trigger is met?

Membership Policies & Participation Requirements

Membership remains open to incubators, accelerators, and allied ecosystem bodies aligned with BIC Somali's mission.

Full Members hold voting rights and must meet measurable engagement minima each year—such as delivering a specified number of mentorship hours, hosting at least one training, participating in one joint initiative, and attending a defined fraction of governance sessions.

Affiliate Members may be universities, corporate partners, or agencies that contribute without full voting privileges but may sit on working groups.

Observers & Partners engage on defined projects without membership obligations. The Secretariat conducts an annual status review that applies the engagement minima and makes recommendations to the Steering Committee for confirmations, upgrades, downgrades, or exits.

Customization questions: Should the annual engagement minimum include both service contributions and attendance thresholds, and should failure to meet either trigger a probationary period? Should Affiliate Members receive limited voting rights on technical topics, or remain advisory only?

Decision-Making Processes & Conflict Resolution

Decisions follow transparent categories with tailored thresholds and quorum.

Strategic Decisions—including adoption of the annual plan and budget, approval of multi-year grants, acceptance of binding policy positions, and entry into high-value contracts—require a two-thirds majority of the Steering Committee with quorum defined as at least two-thirds of voting members present physically or via authenticated remote participation.

Financial Commitments are tiered by spend band and follow the Finance Policy's approval thresholds; very high-value or multi-year obligations require a supermajority and recorded rationale.

Operational Decisions—such as scheduling, vendor selection within budget, and minor policy updates—fall to the Secretariat subject to post-hoc Steering visibility via the decision log.

Working Group Decisions seek consensus; failing that, a simple majority prevails, with minority views recorded and escalated if they materially affect risk or scope. Conflicts are first mediated internally on a defined timetable; unresolved matters proceed to external arbitration under a pre-stated venue and rules.

Customization questions: Should any class of decision—such as admission of new Full Members, adoption of data-sharing classifications, or entering reserved-rights MoUs—require unanimity or a higher supermajority? Should members be able to table policy amendments between review cycles with a minimum number of co-sponsors and a published consultation window?

Financial Governance & Resource Allocation

The consortium adheres to Sharia-compliant principles and the Finance Policy for banking controls, disbursements, reserves, and reinvestment rules. Annual budgets originate from the Secretariat, are scrutinized by the Finance Committee, and are adopted by the Steering Committee with full member visibility. Revenue-sharing for joint programs follows the Financial Sustainability & Revenue-Sharing Agreement, with distributions reconciled against initiative charters and reported quarterly. Operational funds are allocated to programs, mentorship, shared platforms, and governance. Dual signatories, segregation of duties, and spend-band approvals apply across accounts, and restricted funds are tracked separately from unrestricted funds.

Customization questions: Should the full quarterly financial package be shared with all members while a public summary is released annually, or should only members receive any detailed reporting? Should external audits be mandated annually, or should the Steering Committee alternate independent reviews with internal audits?

Ethics, Accountability & Compliance

BIC Somali operates under a code of conduct, a conflict-of-interest regime with mandatory recusal and minute-level disclosure, a non-discrimination commitment, and a data protection and confidentiality obligation aligned to the Data & IP Policy and the NDA. The Charter mandates a basic whistleblower channel, a retaliation ban, and defined remedial steps—from coaching and corrective action plans to suspension of voting rights and removal for cause—proportional to severity and past conduct. Breach notification timelines and minimum security controls for information handling track the Data & IP Policy's classification scheme.

Customization questions: Should the whistleblower channel be managed by an external party or by a rotating triad of member representatives? Which breaches should automatically trigger an independent investigation rather than an internal review?

Amendments & Review Process

The Charter undergoes scheduled review while allowing controlled interim amendments. Proposed amendments enter a published consultation window; the Secretariat compiles comments and the Steering Committee votes with thresholds scaled to impact. Routine clarifications may pass by simple majority; structural changes to decision rights, finance controls, or membership categories require a two-thirds supermajority. Once passed, amendments take effect on a stated date and the Secretariat updates the consolidated Charter and decision log.

Customization questions: Should structural amendments additionally require ratification by a majority of Full Members outside the Steering Committee to ensure broad consent? Should periodic governance reviews be independent every second cycle or remain internal unless triggered by risk events?

Exit & Dissolution Policies

Members may exit with formal notice and must settle obligations before withdrawal. The Secretariat calculates any residual liabilities or credits in accordance with the Finance Policy's reinvestment and distribution rules and with initiative charters. In dissolution, remaining funds and assets follow the Financial Policy, and jointly created IP or shared tools follow the Data & IP Policy's disposition rules to preserve fair access for the ecosystem where possible.

Customization questions: Should withdrawing members receive reimbursement for defined long-term contributions if realized value supports it, and which formula should govern such reimbursements without breaching Sharia compliance? What becomes of consortium-created datasets, curricula, and toolchains upon dissolution—default open license with attribution, or managed transfer to a successor entity?

Next Steps & Implementation

Upon adoption, the Secretariat issues the governance calendar with meeting cadence, agenda templates, and reporting deadlines; opens the decision log; confirms committee memberships and terms; and cross-loads controls into operating procedures. Annual governance reviews examine adherence to quorum, minutes quality, decision latency, compliance events, and audit findings, and then table corrective actions with owners and deadlines.

Customization questions: How should new members be onboarded into governance roles—probationary participation in working groups first, then eligibility for Steering seats after meeting engagement minima? Should governance performance be subjected to external evaluation every two years, with public summaries to strengthen credibility?

Step 2: Integrate Customization Questions in Context

All customization questions appear at the end of each relevant section to force timely decisions during adoption. The Secretariat maintains a single-page decision register recording each answer, its effective date, and any annex updates or procedure changes triggered by that answer.

Step 3: Conduct Research for Validation and Benchmarking

Benchmarking should focus on mechanics rather than labels: quorum and voting thresholds for network bodies in Africa and MENA; rotation and term limits that prevent capture; linkage between finance policies and charter-level approval bands; and codified upgrade paths from networks to CoEs. Interviews with peer secretariats should clarify how they operationalize advisory boards, manage contribution ledgers, and handle compliance incidents, so BIC Somali can justify its chosen thresholds to donors and regulators.

Step 4: Review, Revise, and Finalize

Founding members should approve the Charter in a single working session, answer the embedded questions, and adopt cross-references to the Finance Policy, SLA, and Data & IP Policy. The Secretariat will then publish the governance calendar, circulate committee terms of reference, and begin the first annual cycle.

CoP → CoE Upgrade Triggers (embedded control, to be activated upon adoption)

The Charter recognizes objective triggers that, once met in any rolling twelve-month period, automatically activate a CoE annex with tighter controls. Triggers include sustained annual budget above a pre-set threshold; multi-year restricted funding above a defined share of total inflows; a minimum number of accredited programs; and a minimum number of binding external contracts. Upon activation, the Charter's CoE annex tightens quorum, raises spend-band thresholds to supermajority, requires annual external audits, formalizes the Advisory Board, and elevates information security and data stewardship requirements. The Steering Committee records activation in the decision log and communicates changes to all members.

Customization questions: What absolute values or ranges should define each trigger for budget, restricted funding share, accredited programs, and binding contracts? Which additional CoE-only controls—such as a dedicated Risk & Audit Committee—should become mandatory upon activation?

This Charter binds and is bound by the following:

- **Financial Sustainability & Revenue-Sharing Agreement** for reserves, approvals, dual

signatures, reinvestment, contribution ledger rules, and distributions.
• **Service Level Agreement** for service catalogue, rate cards, request and escalation flows, and KPIs/SLOs.
• **Data & IP Policy** for classification, access roles, licensing defaults, breach procedures, and NDA harmonization.

(If you want, I can now draft a one-page “Governance Calendar & Decision Log Protocol,” plus concise Terms of Reference templates for the Steering Committee, Finance Committee, Risk & Audit Committee, and Thematic Working Groups, so you can adopt the full stack in one sitting without reopening the Charter.)

Document 7: Non-Disclosure Agreement (NDA) – BIC Somali

This Non-Disclosure Agreement (NDA) establishes confidentiality provisions for sensitive information shared among BIC Somali's member incubators, startups, and external partners. It ensures that proprietary business strategies, incubation methodologies, startup data, and financial details remain protected while allowing for collaborative innovation and partnership development.

Step 1: Draft the Standard Agreement Template

1. Purpose & Scope

This Non-Disclosure Agreement (NDA) is intended to protect confidential information exchanged between BIC Somali, its member incubators, startups, and external partners. By signing this NDA, parties commit to preventing unauthorized disclosure and ensuring that proprietary knowledge remains secure while enabling necessary collaboration.

This NDA applies to all members, startups, investors, government partners, and external service providers who engage with BIC Somali in any capacity that involves access to non-public business, financial, technical, or strategic information.

Customization Questions:

Should all incubators and startups automatically sign this NDA upon joining, or should it be required only for those accessing sensitive data?

Should separate NDAs exist for external partners versus internal BIC Somali members?

2. Definition of Confidential Information

Confidential Information under this agreement includes but is not limited to:

- **Business Plans & Financial Data:** Financial models, revenue projections, and investment strategies.
- **Startup Intellectual Property & Prototypes:** Product concepts, technology solutions, and unpublished research.
- **Incubation & Acceleration Strategies:** Training methodologies, mentor databases, and ecosystem-building techniques.
- **Investment & Market Expansion Strategies:** Investor connections, funding sources, and partnership agreements.
- **Government & Policy Discussions:** Regulatory insights, policy recommendations, and unpublished advocacy strategies.

Confidential Information does not include data that is already publicly available, independently developed without access to protected information, or lawfully obtained from third-party sources.

Customization Questions:

Should there be a distinction between highly sensitive proprietary information and general shared knowledge within the incubator network?

Should certain categories of information be time-limited for confidentiality, such as financial reports being restricted for only a set period?

3. Obligations of Receiving Parties

Any party receiving Confidential Information agrees to:

Use the information only for the intended purpose of incubation, mentorship, investment facilitation, or research collaboration.

Prevent disclosure to any third party without explicit written consent from the disclosing party.

Implement reasonable security measures to protect confidential materials from unauthorized access or breaches.

Limit access to Confidential Information only to employees or representatives who require it for legitimate business or incubation activities.

The receiving party must notify the disclosing party immediately in the event of any unauthorized access, breach, or disclosure.

Customization Questions:

Should all disclosures of confidential information require written approval, or should verbal agreements suffice in specific cases?

What internal security standards should be required of members handling sensitive startup data?

4. Permitted Disclosures & Exceptions

Confidential Information may only be disclosed under the following conditions:

- When required by law or government regulation, with prior notice given to the disclosing party.
- **When explicitly authorized in writing by the disclosing party.**
- When disclosure is necessary for due diligence in funding or partnership agreements, provided the receiving party is also bound by confidentiality obligations.

Parties receiving information must take reasonable precautions to minimize the extent of disclosure, even in permitted circumstances.

Customization Questions:

Should there be a formal approval process for disclosures to third parties, such as requiring written consent from the Steering Committee?

Should specific exceptions be added for certain ecosystem stakeholders, such as development partners or investors with established confidentiality protocols?

5. Duration of Confidentiality Obligations

Confidentiality obligations will remain in effect accordingly:

For X years from the date of disclosure, ensuring that information remains protected for an appropriate period.

Indefinitely, for trade secrets or highly sensitive business data that do not have a defined expiration of relevance.

Until the information becomes publicly available through no fault of the receiving party.

Customization Questions:

What should be the default confidentiality period for different types of information—one year, three years, or longer?

Should obligations be lifted immediately if a startup publicly discloses its own business information?

6. Consequences of Breach & Enforcement Mechanisms

Any party found to have violated this NDA may face the following consequences:

Termination of membership in BIC Somali or loss of access to incubator support services.

Legal action for damages incurred due to unauthorized disclosure.

Blacklisting from future participation in investment or ecosystem partnership programs.

Disputes regarding confidentiality breaches will first be addressed through mediation, followed by arbitration if necessary.

Customization Questions:

Should financial penalties or restitution be required for damages caused by confidentiality breaches?

Should different enforcement mechanisms apply to startups versus incubators versus external partners?

7. Dispute Resolution & Governing Law

Disputes arising from this NDA will be resolved through:

Internal mediation, facilitated by the BIC Somali Governance Committee.

Third-party arbitration, if mediation fails, with an agreed-upon arbitration body or legal authority.

Application of Somali business law and international best practices for contract enforcement.

Customization Questions:

Should an independent review panel be formed to handle confidentiality disputes before escalating to arbitration?

Should parties be allowed to select arbitration in a neutral third country if necessary?

8. Termination & Exit Obligations

This NDA remains binding even after a party exits BIC Somali. Any confidential information obtained during membership must continue to be protected for the duration specified in the agreement. Departing members must:

- Return or destroy confidential materials unless explicitly authorized to retain them.
- **Ensure that any personnel previously involved in incubator activities remain bound by confidentiality obligations.**

Customization Questions:

Should members have the right to request an exemption to keep certain knowledge obtained during their time in BIC Somali?

Should departing members be required to sign an additional reaffirmation of confidentiality upon exit?

9. Next Steps & Implementation

This NDA will be signed by all incubators, startups, and external partners engaging in confidential discussions with BIC Somali. A confidentiality onboarding session will be conducted to ensure all members understand their obligations. Regular reviews will assess whether updates to confidentiality policies are needed.

Customization Questions:

Should a confidentiality training session be mandatory for all new members before signing this NDA?

Should incubators be required to educate their startups on confidentiality principles as part of the incubation process?

Step 2: Integrate Customization Questions in Context

All customization questions have been embedded within their respective sections to guide stakeholders in tailoring the agreement to their needs.

Step 3: Conduct Research for Validation and Benchmarking

International best practices from incubator networks and investment ecosystems inform this NDA's structure:

Dubai Future Accelerators NDA ensures confidentiality across a multi-stakeholder incubator network, balancing startup protection with investor needs.

The East Africa Innovation Hub Network applies tiered NDAs, distinguishing between general collaboration agreements and strict investor-startup confidentiality clauses.

The European Business Incubation Alliance NDA integrates time-bound confidentiality protections, ensuring compliance while allowing for long-term knowledge retention.

These references ensure that BIC Somali's NDA aligns with global best practices while remaining adaptable to Somali's business ecosystem.

Step 4: Review, Revise, and Finalize

The founding incubators will review this NDA, answering embedded customization questions to refine the document. Once finalized, this NDA will become a mandatory agreement for all BIC Somali members, startups, and partners, ensuring a secure and professional incubation environment.

Document 8: Membership Exit & Transition Agreement – BIC Somali

This Membership Exit & Transition Agreement defines the process and obligations for incubators, partners, or affiliated stakeholders wishing to exit BIC Somali. It ensures a structured withdrawal process while maintaining operational continuity, protecting shared resources, intellectual property, and financial commitments.

Step 1: Draft the Standard Agreement Template

1. Purpose & Scope

This Membership Exit & Transition Agreement establishes the procedures, financial obligations, and knowledge transfer requirements for any incubator or partner leaving BIC Somali. It ensures that departing members fulfill their commitments, allowing for an orderly transition while preserving shared resources and collaborative projects.

The agreement applies to all members of BIC Somali, including full members, affiliate members, and external partners engaged in consortium activities, financial contributions, or service-sharing agreements.

Customization Questions:

Should exit conditions differ based on membership tiers, with stricter requirements for full members versus affiliate members?

Should members exiting due to external circumstances, such as funding loss, receive any form of transition assistance?

2. Notification & Exit Process

Members wishing to leave BIC Somali must provide written notice at least X days/ weeks/months before their intended withdrawal date. The exit process involves the following steps:

1. Submission of a formal withdrawal request to the Steering Committee, outlining reasons for exit and any outstanding obligations.
2. Review and approval of the exit request, ensuring that financial, knowledge-sharing, and contractual obligations have been met.
3. Formal handover of any ongoing projects, mentorship commitments, or partnerships to another designated member to ensure continuity.
4. Confirmation of final compliance with data-sharing, financial contribution, and intellectual property agreements.

Customization Questions:

How much notice should be required before an incubator can officially exit—30 days, 60 days, or more?

Should there be an accelerated exit process for cases of force majeure, such as political instability or economic hardship?

3. Financial Obligations Upon Exit

Departing members must settle any outstanding financial contributions or commitments before withdrawal. Financial obligations may include:

- **Any unpaid membership fees or service-based contributions due at the time of exit.**
- Ongoing funding obligations, such as grant-matched commitments or shared investment projects.
- Any pending revenue-sharing agreements, ensuring that the member's contributions to past initiatives are accounted for.
- **Clear documentation of financial settlements to avoid future disputes.**

If a member contributed financially to a long-term project, a proportional reimbursement model may be considered, ensuring that funds are ethically redistributed in compliance with Sharia-compliant financial principles.

Customization Questions:

Should departing members be eligible for reimbursement of unused financial contributions?

Should an arbitration process be available for financial disputes related to exit settlements?

4. Intellectual Property & Knowledge Transfer

Departing members must ensure that any intellectual property (IP) or proprietary knowledge co-developed within BIC Somali remains accessible to other members. The exit process requires:

- Retention of non-exclusive rights to use shared methodologies, research findings, and incubation models developed under BIC Somali.
- A handover process for any active startup support programs or research initiatives the departing member was leading.
- **Protection of confidential data and business-sensitive information under the terms of the Non-Disclosure Agreement (NDA), which remains in effect even after withdrawal.**

Customization Questions:

Should members be allowed to retain exclusive rights to any proprietary tools or methodologies they contributed, or should all contributions remain open-access within BIC Somali?

Should a transition period be required for incubators withdrawing from key projects, ensuring that knowledge transfer occurs smoothly?

5. Continuity of Shared Services & Commitments

If a departing member provides critical incubation services, mentorship, or infrastructure, they must:

Provide at least X months of transition support to ensure service continuity.

Identify an alternative incubator or partner within BIC Somali that can take over their commitments.

Ensure that startups receiving mentorship, funding, or workspace are not disrupted by their departure.

Customization Questions:

Should members providing core incubation services be required to secure a replacement provider before exiting?

Should emergency exit clauses be available for members facing unexpected challenges, such as political instability or financial collapse?

6. Compliance with Ongoing Partnership & Funding Agreements

If a departing member has signed joint agreements with donors, corporate partners, or government agencies, they must:

Ensure that their exit does not jeopardize active funding or sponsorship agreements.

Provide written notice to all external stakeholders affected by their departure.

Participate in a formal transition discussion with the Steering Committee to identify any risks posed by their exit.

Customization Questions:

Should departing members be required to provide assurances that their withdrawal will not negatively impact funding contracts?

Should BIC Somali have the right to block an exit request if it endangers an ongoing funding agreement?

7. Dispute Resolution & Arbitration

Any disputes regarding membership exit obligations, financial settlements, or knowledge-sharing rights will first be addressed through:

Internal mediation by the BIC Somali Governance Committee.

External arbitration if mediation fails, ensuring that disputes are resolved in a fair and structured manner.

Members must continue fulfilling their obligations until the dispute is resolved to avoid service disruptions.

Customization Questions:

Should a neutral third-party arbitrator be designated for handling exit-related disputes?

Should members be temporarily suspended from certain services during dispute resolution, or should they retain full access until a decision is made?

8. Dissolution of BIC Somali & Collective Exit Policies

If BIC Somal is an entity ceases operations, all remaining assets, resources, and financial reserves will be:

- Redistributed among active members based on their historical contributions.
- **Transferred to an aligned regional innovation initiative, ensuring continued impact.**
- **Used to settle any outstanding financial or legal obligations before final dissolution.**

Customization Questions:

Should the dissolution process be automatic if membership falls below a certain threshold?

Should members vote on dissolution decisions, requiring a supermajority or unanimous approval?

9. Next Steps & Implementation

This Membership Exit & Transition Agreement will be integrated into all membership contracts, ensuring that members understand their responsibilities before joining. An exit review process will be introduced to allow departing members to provide feedback on their experience and ensure continuous improvement of BIC Somali's policies.

Customization Questions:

Should an exit interview process be introduced to gather feedback from departing members?

Should transition reports be required for members who played leadership roles within BIC Somali?

Step 2: Integrate Customization Questions in Context

All customization questions have been embedded within the relevant sections to guide stakeholders in tailoring the agreement to their needs.

Step 3: Conduct Research for Validation and Benchmarking

Exit policies from regional and global incubator networks inform this agreement's structure:

The East African Startup Consortium requires members to provide at least three months' notice before exit and mandates financial settlements prior to departure.

The Middle East Innovation Network allows for accelerated exits in cases of political instability while requiring structured knowledge transfers.

The European Incubator Alliance enforces reinvestment of assets upon dissolution, ensuring that surplus funds continue to support entrepreneurship ecosystems.

These benchmarks ensure that BIC Somali's exit policies remain practical, sustainable, and regionally appropriate.

Step 4: Review, Revise, and Finalize

The founding incubators will review this Membership Exit & Transition Agreement, answering embedded customization questions. Once finalized, this document will govern all membership exits, ensuring smooth transitions without disrupting ongoing programs.

Would you like any refinements before proceeding with implementation planning? Or would you like to outline the next strategic priorities for BIC Somali following the completion of this governance framework?

Additional Documents for the Center for Excellence

At this stage, we have completed the full set of governance agreements outlined in the roadmap. However, depending on how BIC Somali evolves, additional agreements may be required in the future.

Review of Completed Agreements in the Roadmap

1. Memorandum of Understanding (MoU) – Establishing the Community of Practice structure.
2. Participation Framework & Membership Guidelines – Defining membership tiers, roles, and responsibilities.
3. Consortium Agreement – Formalizing collaboration, governance, and shared initiatives.
4. Service Level Agreement (SLA) for Incubator Support Services – Defining services, quality expectations, and volunteer duty.
5. Financial Sustainability & Revenue-Sharing Agreement – Outlining funding models, Sharia-compliant revenue-sharing, and cost contributions.
6. Comprehensive Governance Charter & Organizational Policies – Establishing leadership, decision-making, and accountability structures.
7. Non-Disclosure Agreement (NDA) – Ensuring confidentiality of proprietary business and incubation strategies.
8. Membership Exit & Transition Agreement – Managing incubator withdrawals while ensuring continuity.

Possible Future Agreements (Optional, Based on Needs)

If BIC Somali expands or requires additional legal structures, the following agreements might be necessary:

1. Investor & Funding Partner Agreement – Establishing terms for collaboration with external investors or donor agencies while ensuring compliance with Sharia-compliant finance.
2. Startup Incubation Agreement – Governing the relationship between BIC Somali incubators and the startups they support, including terms for equity-free investment models.
3. Strategic Partnership Agreement – Defining engagement terms with government agencies, universities, or international incubator networks.
4. Event & Training Collaboration Agreement – Managing co-hosted workshops, knowledge exchanges, and paid training sessions.

Also, if BIC Somali transitions from a Community of Practice (CoP) to a full-fledged Center of Excellence (CoE), several agreements will need to be revised, replaced, or newly introduced to reflect its increased institutional role, governance structure, and funding complexity. The transition from a network-based collaboration to a formally structured entity will require more binding commitments, financial accountability, and regulatory compliance.

1. Agreements That Will Need Revisions

Several existing agreements will need to be strengthened, expanded, or replaced to align with BIC Somali's more structured role as a CoE.

1. **Memorandum of Understanding (MoU) → Formal Institutional Charter**
   The MoU, which is currently a flexible, non-binding framework, will need to be replaced with a Charter or Articles of Incorporation that clearly defines the CoE as a legal entity with a permanent mandate, governance board, and strategic objectives.

2. **Consortium Agreement → Institutional Governance & Partnership Agreement**
   The existing consortium structure may need to be formalized into a permanent governance body, such as a Board of Directors or Advisory Council, requiring a more detailed governance and partnership agreement to define long-term commitments from incubators and stakeholders.

3. **Service Level Agreement (SLA) → Multi-Year Service Delivery & Funding Contract**
   If BIC Somali starts offering long-term structured programs, such as certified training, incubation acceleration services, or policy advisory work, the SLA will need to define multi-year commitments, funding mechanisms, and performance metrics to ensure operational continuity.

4. **Financial Sustainability & Revenue-Sharing Agreement → Institutional Financial & Investment Policy:** As a CoE, BIC Somali will need long-term financial sustainability mechanisms, including investment policies, donor compliance requirements, and institutional budgeting rules. This will replace the flexible cost-sharing model used in the CoP phase.

5. **Comprehensive Governance Charter → Official Institutional Bylaws & Compliance Framework** Instead of a governance charter that outlines shared decision-making, BIC Somali as a CoE will need bylaws, regulatory compliance frameworks, and internal policies that align with Somali business law, donor policies, and ethical governance standards.

2. New Agreements Required for a Center of Excellence

Once BIC Somali becomes an institutionalized CoE, additional agreements will be required to manage expanded partnerships, funding mechanisms, and service offerings.

- **Government Recognition & Accreditation Agreement**
  If BIC Somali is expected to engage in policy development, research, or formal training certification, it may require an official partnership agreement with the Somali government or relevant ministries to ensure regulatory recognition and

accreditation.

- **Research Collaboration & Academic Partnership Agreements**
  If the CoE engages in policy research, innovation studies, or entrepreneurship education, agreements will be needed with universities, think tanks, and international research institutions to govern data-sharing, funding, and publication rights.

- **Strategic Funding & Investment Agreement**
  As BIC Somali grows, it will likely receive multi-year grants, endowments, or revenue-generating investments. A formal agreement will be required to define donor restrictions, reporting requirements, and Sharia-compliant investment principles.

- **International Partnership & Membership Agreements**
  If BIC Somali joins global incubator networks or innovation alliances, agreements will be needed to define membership obligations, co-hosting of programs, and knowledge-sharing commitments.

- **Long-Term Facility & Asset Management Agreement**
  If BIC Somali acquires physical infrastructure, research labs, or shared workspaces, an asset management agreement will be necessary to govern ownership, maintenance, and shared usage among incubators.

3. Potential Legal & Compliance Considerations

As BIC Somali transitions to a CoE, it will need to meet higher legal and operational standards, requiring:

- Formal Legal Registration as a nonprofit, foundation, or social enterprise.
- Labor & Employment Contracts for full-time staff, as the CoE will likely require dedicated personnel.
- Taxation & Financial Compliance Framework aligned with Somali business law and international donor policies.
- Risk & Liability Agreements if the CoE engages in startup funding, investor facilitation, or intellectual property licensing.

Final Considerations

The transition from a flexible CoP model to a structured CoE will require both governance enhancements and legal formalization. While many existing agreements can be revised, some entirely new agreements will be required to manage partnerships, financial sustainability, and institutional compliance.

Appendix:

Demonstrating the Value of BIC Somali as a Formalized Community of Practice

This sections outlines possible ideas for key initiatives and programs that Somalican implement to enhance the capabilities, visibility, and impact of its member incubators and entrepreneurs.

As Somali's entrepreneurial ecosystem grows, incubators, startups, and business support organizations must **collaborate strategically to enhance knowledge-sharing, skill-building, and market access**. By formalizing itself as a **Community of Practice (CoP)**, BIC Somali creates a **structured yet flexible** platform where incubators can **pool expertise, share resources, and implement high-impact programs** that **no single incubator could achieve alone**.

The **initiatives outlined in this appendix item**—spanning **AI adoption, market access, investment readiness, digital transformation, and sustainability**—show how a well-structured CoP enables **collective innovation and capacity-building** at scale. These initiatives demonstrate how BIC Somali can **go beyond individual incubation efforts** and drive **systemic impact across Somali's business landscape**.

BIC Somali CoP Idea 1: Enhancing Technical Capabilities Through Shared AI Leadership

AI is transforming industries worldwide, yet Somali entrepreneurs risk being left behind without **localized training and support**. A **single incubator may lack the expertise or resources to develop AI capabilities**, but through a Community of Practice, incubators can **learn together, build solutions collaboratively, and train their startups at scale**.

For example, by establishing an **AI Committee**, BIC Somali ensures that **all incubators** learn how to **build conversational chatbots** and can **train their startups** to integrate AI into their businesses. This knowledge-sharing model **reduces costs, accelerates learning, and democratizes access to AI-driven business tools**, ensuring that even **non-tech startups** can benefit from AI-powered automation.

The **AI Startup Accelerator and AI Innovation Hub** further expand Somali's technological capacity by **incubating AI-driven businesses**. Through a shared platform, Somali AI entrepreneurs gain **mentorship, funding, and access to global AI networks**, strengthening the country's **digital economy and job creation potential**.

As AI-driven solutions become increasingly critical to business growth and digital transformation, BIC Somali can introduce strategic initiatives to **equip incubators and startups with AI skills**. These initiatives will help incubators **build in-house AI capabilities, train their entrepreneurs, and integrate AI-driven business tools** into Somali's innovation ecosystem.

AI & Conversational Agent Training for Incubators

Objective: Equip each BIC Somali incubator with the knowledge and technical skills to **build and deploy their own AI-powered conversational agents**, while also enabling them to **train their startups** to leverage AI in business operations.

Key Activities:

- Michael Compton will conduct a **structured training program** where each incubator learns to build a **customized AI chatbot** using open-source NLP frameworks or cloud-based AI services.
- He'll provide **hands-on workshops** on designing conversational AI for different sectors (e.g., customer service, business automation, SME support).
- He'll develop a **Train-the-Trainer model**, ensuring that incubators can **teach their startups** how to implement AI chatbots for their own businesses.
- BIC Somali leaders can launch a **BIC Somali Chatbot Challenge**, where incubators showcase their AI chatbot solutions, integrating them into their incubation services.

Expected Outcomes:

- All incubators gain **AI literacy** and can **support startups in AI adoption**.
- AI-powered agents improve **incubation services, startup engagement, and resource accessibility**.
- Startups gain access to **low-cost AI-driven automation**, enhancing operational efficiency.

Somali AI Innovation Forum & AI Startup Accelerator

Objective: Establish an **AI-focused startup accelerator** under BIC Somali to **incubate AI-driven businesses** and provide Somali entrepreneurs with access to AI training, mentorship, and funding opportunities.

Key Activities:

- Launch a **Somali AI Innovation Forum** within BIC Somali, where startups receive **structured AI mentorship, prototyping support, and funding connections**.
- Develop **AI Accelerator Programs**, where selected startups participate in a **3-6 month program** focused on AI product development, business scaling, and investment readiness.
- Partner with **global AI companies, universities, and research institutions** to bring **cutting-edge AI knowledge and funding** into Somalia.
- Facilitate AI-focused pitch days, **showcasing Somali AI startups** to investors and corporate partners.

Expected Outcomes:

- More **AI-driven startups** emerge in Somalia, improving sectors such as **healthcare, finance, e-commerce, and logistics**.
- Stronger connections between Somali AI entrepreneurs and **international AI ecosystems**.
- Increased **AI-related job opportunities** and **technical capacity-building** within the country.

AI Automation Engagements

Objective: Train incubators and businesses in **AI-powered workflow automation**, enabling Somali enterprises to **increase efficiency, reduce costs, and improve decision-making**.

Key Activities:

- Host a **Business AI Bootcamp**, where incubators and startups learn how to **integrate AI-powered automation** into daily business operations.

- Provide training on **AI-driven no-code business automation tools**
- Partner with **local SMEs and corporations**, demonstrating **practical AI use cases** for automation
- Develop an **AI Internship & Fellowship Program**, allowing Somali youth to gain hands-on experience with AI implementation in real businesses.

Expected Outcomes:

- Broader **AI adoption across Somali's business sector**, improving **efficiency, productivity, and customer engagement**.
- Incubators **become AI training hubs**, offering AI literacy programs to local entrepreneurs.
- **AI-powered automation reduces operational costs** for startups and SMEs, improving business sustainability.

BIC Somali CoP Idea 2. Strengthening Market Access Through Collective Retail & Trade Initiatives

One of the biggest challenges for Somali startups—especially in **agriculture and food processing**—is **securing retail and export opportunities**. Without a formalized CoP, **each incubator must individually connect their entrepreneurs to retailers and buyers**, which limits scale and efficiency.

A structured **Food Demo Day & Retail Pitch Competition** ensures that **all food entrepreneurs** across BIC Somali's incubators gain access to **national grocery stores, restaurant chains, and distributors**. Instead of competing in isolation, startups **present their products together**, increasing their **chances of securing retail placements**. By **pooling branding, packaging, and quality control expertise**, incubators collectively **prepare entrepreneurs for mass retail distribution**—something no single incubator could do as effectively alone.

Similarly, a **Cross-Border Trade & Export Readiness Program** ensures that **Somali businesses collectively access international markets**. Through shared training on **export regulations, quality standards, and distribution partnerships**, BIC Somali positions its members to **compete at a global level**, benefiting the entire economy rather than just individual startups.

By formalizing its role as a CoP, BIC Somali ensures that **market access initiatives become institutionalized**, providing **consistent opportunities** for Somali entrepreneurs to scale their businesses beyond local markets.

Food Demo Day & Retail Pitch Competition
(see below for complete proposal)

Objective: Enable **food entrepreneurs** from incubator programs to showcase their products to local grocery stores, distributors, and investors.

Key Activities:

- Partner with **major Somali grocery stores, markets, and hotel chains** to host **a live product demonstration event**.
- Entrepreneurs pitch their products for **retail placement, wholesale distribution, and investment partnerships**.
- Provide **branding and packaging advisory** before the event to help entrepreneurs meet retail standards.
- Include a **panel of buyers, chefs, and industry experts** to give feedback and negotiate potential deals.

Expected Outcomes:

- Increased **retail distribution opportunities** for food entrepreneurs.
- Strengthened **linkages between incubators, retailers, and Somali food industries**.

BIC Somali CoP Idea 3. Increasing Investment Readiness & Financial Inclusion Through a Shared Approach

Investment access is another major challenge for Somali startups. **Many lack financial literacy, proper documentation, and structured investor networks**, making it difficult to secure funding.

A **single incubator may train a few startups in investment readiness**, but through a formalized CoP, BIC Somali can **train an entire generation of entrepreneurs** with a **unified, structured approach**. The **Investor Readiness Accelerator** ensures that **all member incubators receive standard investment training**, creating **a pipeline of investor-ready startups** that can attract funding from **diaspora investors, venture capital, and ethical finance institutions**.

A **Diaspora Engagement & Investment Summit** further builds Somali's financial ecosystem by **connecting global Somali investors with local entrepreneurs**. Without a CoP, diaspora investment would remain **fragmented and informal**, with individual startups struggling to attract capital. A formalized **investment matchmaking model under BIC Somali** ensures that **capital flows efficiently** to the most promising businesses, reducing risk and increasing growth opportunities.

Formalizing BIC Somali as a CoP ensures that **investment education, mentorship, and deal-making processes become standardized and accessible** to all incubators, rather than benefiting only a few well-connected startups.

Diaspora Engagement & Investment Summit

Objective: Connect **Somali diaspora investors** with **local startups and SMEs** to unlock **remittance-based investment opportunities**.

Key Activities:

- Host an **annual Diaspora Investment Summit**, featuring **panel discussions, startup showcases, and investment matchmaking**.
- Develop a **diaspora co-investment platform**, allowing Somali expatriates to pool funds for strategic local investments.
- Establish a **diaspora mentorship program**, linking **global experts with local entrepreneurs**.
- Collaborate with Somali banks and fintech providers to facilitate **safe, Sharia-compliant investment channels**.

Expected Outcomes:

- Increased **diaspora-driven startup investments**.
- Stronger **diaspora connections to Somali's entrepreneurship ecosystem**.

Cross-Border Trade & Export Readiness Program

Objective: Support Somali businesses in accessing **regional and global markets** by equipping them with the skills and resources needed for **cross-border trade**.

Key Activities:

- Provide training on **export documentation, customs regulations, and international market entry strategies**.
- Establish a **Somali Export Accelerator**, where incubators support businesses in **meeting international quality standards**.
- Host a **virtual trade mission**, connecting Somali entrepreneurs with **buyers and distributors in East Africa, the Middle East, and Europe**.
- Facilitate direct engagements with **export promotion agencies and trade finance institutions**.

Expected Outcomes:

- Increased **exports of Somali products**, including agri-food, textiles, and handicrafts.
- Greater integration of Somali businesses into **regional and international supply chains**.

BIC Somali CoP Idea 4. Building Industry-Specific Expertise Through Shared Innovation Programs

BIC Somali's structured approach allows incubators to **specialize in different sectors** while sharing knowledge across the network. This means that instead of **every incubator trying to do everything**, they can **collaborate to build industry-specific excellence**.

For example, the **Smart Agriculture & AgriTech Incubation Program** focuses on **AI-powered farming, water conservation, and post-harvest loss reduction**. One incubator may lead the initiative, but **all member incubators benefit from shared expertise, funding, and technical training**.

Similarly, the **Advanced Manufacturing & Value Addition Hub** enables Somali businesses to transition from **raw material exports to finished products**, creating higher-value industries. If one incubator specializes in **textile production and another in food processing**, their expertise can be **shared across the network**, accelerating Somali's industrial development.

Without a CoP, **sector-specific knowledge would remain siloed**, with incubators **duplicating efforts instead of complementing one another**. By working together, BIC Somali ensures that **specialized expertise becomes an ecosystem-wide resource**, rather than being concentrated in individual hubs.

BIC Somali CoP Idea 5: Sustainability Topics

BIC Somali Green Innovation Challenge

Objective: Encourage **climate-smart entrepreneurship** by supporting startups that develop **sustainable, eco-friendly solutions**.

Key Activities:

- Launch an **annual competition** for Somali startups focusing on **clean energy, water conservation, and waste management**.
- Provide **mentorship, seed funding, and incubation support** to the most promising green innovations.
- Partner with **government agencies and international donors** to provide financing and policy support for winners.
- Organize a **public exhibition** to showcase finalists' solutions to **investors, NGOs, and policymakers**.

Expected Outcomes:

- Increased adoption of **green technology and sustainable business models**.
- Creation of **scalable climate-resilient businesses** that address local environmental challenges.

Women in Entrepreneurship Leadership Forum

Objective: Support and empower **female entrepreneurs** by providing **mentorship, networking, and funding access**.

Key Activities:

- Organize an **annual Women in Business Leadership Forum** featuring **successful Somali female entrepreneurs and investors**.
- Launch a **mentorship network** connecting aspiring female founders with **business coaches and industry leaders**.
- Secure funding for a **Women Entrepreneurs Micro-Fund**, offering small grants and interest-free loans to female-led businesses.
- Provide **business leadership training**, focusing on **negotiation skills, financial management, and business expansion**.

Expected Outcomes:

- Higher **business success rates** for Somali women entrepreneurs.
- Increased **representation of women in key business leadership roles**.

The Value of BIC Somali as a Formalized Community of Practice

BIC Somali's role as a **Community of Practice (CoP) is not just about networking—it is about creating a unified system for incubator-driven innovation**. The initiatives outlined in this appendix demonstrate that **collaborative knowledge-sharing, pooled resources, and collective action create far greater impact than isolated efforts**.

By **formalizing** BIC Somali's structure, these programs become **institutionalized and sustainable**, ensuring that:

- **AI adoption is democratized**, with incubators teaching businesses to leverage automation.
- **Investment access is expanded**, creating a structured pathway for startups to secure funding.
- **Retail and export markets become accessible**, enabling Somali products to scale globally.
- **Industry expertise is strengthened**, with incubators specializing and sharing best practices.

Without a structured CoP, these initiatives would remain **informal, inconsistent, and fragmented**. By unifying incubators under BIC Somali, the **ecosystem becomes greater than the sum of its parts**, driving **long-term innovation, investment, and entrepreneurship growth** in Somalia.

Example of a Detailed Event Agenda

(Note: Jamila has already secured interest from Star Cafe (Esther) as the first retail venue to host the first **BIC Somali Food Entrepreneurs Showcase**

The BIC Somali Food Entrepreneurs Showcase

Executive Summary:

is an initiative designed to bridge the gap between emerging food entrepreneurs and key market stakeholders in Mogadishu. Organized under the Community of Practice, BIC Somali, the event will feature 24 food entrepreneurs from iRise Hub, SIMAD iLab, and Hargeisa HarHub. These entrepreneurs will present a diverse range of locally produced food products, offering a unique opportunity to explore potential market entry.

The event aims to:

- Showcase innovative local food products.
- Foster direct engagement between entrepreneurs and market stakeholders.
- Provide actionable feedback for product development and regulatory compliance.
- Strengthen networks to support the growth of the local food industry.

The showcase will include presentations, Q&A sessions, product tastings, and a panel discussion, followed by networking opportunities to foster collaboration and innovation.

The event would serve as a platform for food entrepreneurs to showcase their products to a local grocery store owner, government representatives, BIC Somali, and UNIDO stakeholders. The goal is to facilitate connections, enhance packaging and aggregation processes, and eventually integrate these products into the supply chain.

Key Components:

1. **Participants and Stakeholders:** Showcase food incubates to bring their promising food value adding product innovations. Being able to hear directly from a grocery store owner who will assess the market potential and compatibility of the products. Invite representatives from the National Trade Office and Commission to provide insights on regulatory standards and support. BIC Somali and UNIDO's role would be to ensure alignment with related developmental goals and to offer guidance on value addition.

2. **Venue and Setup:** The Star Cafe (next door to Chesley and TTL) with its café and flexible seating, provides an ideal space. We can arrange the tables to create distinct presentation areas for each entrepreneur. Banners, PR materials, and product samples can be prominently displayed to attract attention and facilitate engagement.

3. **Event Format:** Structure the event in a way that each entrepreneur gets a set amount of time to pitch their product. This could be followed by a Q&A session where the panel can interact directly with the entrepreneurs. Incorporate product tastings and demonstrations to create a more dynamic and engaging experience.

4. **Awareness building:** A To ensure the event's success, foster partnerships with local media, leverage community networks, and prepare comprehensive PR strategies. This holistic approach can catalyze a vibrant food entrepreneurial scene in Mogadishu.

Outcomes: We anticpate several categories of outcomes.

First we can use the event as another method to **assess the quality of the incubator training,**

Secondly, we can use the event as a lens to **better understand value addtion at the intersections of startups and local innovation.**

Thirdly, these events are an example of **BIC Somali membership benefits.**

In East Africa and other developing regions, there are several similar events:

- **East Africa Food and Beverages Expo:** Held in Kampala, Uganda, this expo provides a platform for showcasing food products and services.
- **Africa Food Show Kenya:** This event in Nairobi focuses on advancing Africa's agricultural and food industries.
- **AFMASS Food Expo:** This expo covers food, agriculture, and milling industries in Africa, offering a platform for food entrepreneurs to connect with industry experts.

These events often serve as platforms for networking, showcasing products, and gaining insights into market trends and regulatory requirements.

Draft itinerary for the event:

9:00 AM - 9:30 AM: Arrival and Registration Guests and participants check in, receive event materials, and are directed to their designated areas.

9:30 AM - 10:00 AM: Welcome and Opening Remarks Introduction by the grocery store owner, followed by representatives from UNIDO and the National Trade Office.

10:00 AM - 12:00 PM: Entrepreneur Presentations (Part 1) Each incubator presents four entrepreneurs, with each entrepreneur allotted 10 minutes for presentation and 5 minutes for Q&A.

12:00 PM - 1:00 PM: Lunch and Networking An informal lunch where attendees can sample products, interact with entrepreneurs, and network.

1:00 PM - 3:00 PM: Entrepreneur Presentations (Part 2) Remaining entrepreneurs present their products with the same format as the morning session.

3:00 PM - 3:30 PM: Panel Discussion and Feedback Session A discussion involving the grocery store owner, government representatives, and UNIDO to provide collective feedback and insights.

3:30 PM - 4:00 PM: Closing Remarks and Future Opportunities Wrap up the event with a summary of key takeaways, outlining next steps for product development and potential pilot programs.