**MEMORANDUM OF UNDERSTANDING**

**A NON-BINDING AGREEMENT**

**BETWEEN**

**ELEARNAFRICALMS
AND**

**DR. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **PURPOSE**

eLearnAfricaLMS (“ELEARNAFRICALMS” or a “Party”), is a premier online learning solution for higher education and professional development in Africa. ELEARNAFRICALMS is an online educational company, that provides products and services to universities, and makes available educational content through a worldwide website (the “Portal”) and a mobile application (the “App”).

Dr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or “PARTNER” and, together with ELEARNAFRICALMS, the “Parties”) is a Professor in Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This agreement is created with the recognition that modern forms of online education offer opportunities. ELEARNAFRICALMS and PARTNER are desirous to engage in a mutually beneficial relationship based on collaborative activities to expand access to educational courses, academic programs, and learning opportunities (“Projects”).

1. **SERVICES**

ELEARNAFRICALMS Provision of Services. ELEARNAFRICALMS shall be a service provider to PARTNER to provide the following services:

1. Provide the ELEARNAFRICALMS (Learning management system), for the development and deployment of online content
2. Collect 10USD per student and remit 1 USD to the partner in this contract
3. Collaborate on the execution and dissemination of educational Projects in Africa.
4. Disseminate information about PARTNER and about the online educational contents.
5. Host, use and otherwise make available or provide access to such online educational content created by or under the control of PARTNER.
6. Facilitate partnerships for the deployment of PARTNER activities in Africa.
7. Support student awareness of PARTNER and its content.
8. Maintain communications and networking activities surrounding the work of both parties in their general operations.
9. Promote these services through public relations in coordination with PARTNER. These public relations may include different forms of media as well as journals, newsletters, and other forms of communication delivered by the PARTNER to its members and others.
10. Advise and support the PARTNER regarding issues related to eLearning, content digitalization and creation, hosting solutions, and any other topic regarding eLearning in Africa.

PARTNER Activities. PARTNER will collaborate with ELEARNAFRICALMS on the following activities:

1. Collaborate on the execution and dissemination of educational Projects in Africa.
2. Provide access to educational content created or controlled by PARTNER for use in educational programs operated by ELEARNAFRICALMS.
3. Disseminate information about ELEARNAFRICALMS.
4. Facilitate collaborative activities between ELEARNAFRICALMS and other institutions.
5. Maintain communications and networking activities surrounding the work of both parties in their general operations.
6. Promote these services through public relations in coordination with PARTNER. These public relations may include different forms of media as well as journals, newsletters, and other forms of communication delivered by the PARTNER to its members and others.
7. **NO EXCLUSIVITY**

This Agreement shall not constitute an exclusive agreement for either PARTNER or ELEARNAFRICALMS.

1. **EFFECTIVE DATE**

This Agreement is effective upon signature of the Parties and will remain in effect unless and until terminated as provided under Article IX “Termination”.

1. **AMENDMENTS**

This Agreement may be modified or amended by written agreement between ELEARNAFRICALMS and PARTNER. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the Parties hereto.

1. **DISPUTE RESOLUTION**

This Agreement is not a legally binding agreement. As such, any dispute will be addressed directly in as far as is possible.

Any controversy between ELEARNAFRICALMS and PARTNER or between any employee of ELEARNAFRICALMS and PARTNER and/or either Party’s Staff, including, but not limited to, those involving the construction or application of any of the terms, provisions, or conditions of this Agreement, or otherwise arising out of or relating to this Agreement, shall be settled by arbitration in accordance. "Any dispute arising from or in connection with this Contract shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Ghana. “The arbitration shall be completely done in the English language. Commissioner and the Independent Contractor shall share the costs of the arbitrator equally but shall each bear their own costs and legal fees associated with the arbitration. The location of the arbitration shall be in Ghana. At the arbitration, the laws of Ghana shall apply.

This Agreement shall be governed by and construed in accordance with the laws of Ghana

1. **ENTIRE AGREEMENT**

This document and any annexes attached hereto constitute the entire understanding and agreement of the Parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

1. **SEVERABILITY**.

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

1. **TERMINATION**

Either Party may terminate this Agreement by giving the other Party three (3) months’ written notice of termination, unless an earlier termination is mutually agreed upon.

1. **MISCELLANEOUS**
2. Notices. Unless otherwise provided in this MoU, any notice or other communication herein required or permitted to be given shall be in writing and shall be given by hand delivery, courier service, airmail, cable, telex or email to the Party to which it is required or permitted to be given or made at such Party’s address as specified below or at such other address as such Party shall designated by notice to the other Party giving such notice or making such request.

AGREED TO BY:

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| --- | --- |
| ELEARNAFRICALMS:  | **DR.** (PARTNER)  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:Title: Dr\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**ELEARNAFRICALMS MUTUAL BUSINESS CONFIDENTIALITY AGREEMENT**

THIS MUTUAL BUSINESS CONFIDENTIALITY AGREEMENT (“Agreement”) is by and between ELEARNAFRICALMS (“ELEARNAFRICALMS ") and Exchanger, the PARTNER (“PARTNER”, or the “Exchanger”) as identified below. In consideration of each party exchanging certain confidential and/or trade secret information, including but not limited to its vendor, customer, financial and operational information; developed and future products, services and technology; and such other trade secrets and “know-how” relating to its operations, finances, products, services and technology, all in order that the parties can proceed with the following:

ELEARNAFRICALMS (the "Project"), the parties agree as follows:

1. As used herein, “Proprietary Information" means information and material relating to the Project or business of the disclosing party and/or its affiliates, vendors and customers that (a) is proprietary or trade secret; or (b) has economic value, actual or potential, from not being generally known to or readily ascertainable by others who can obtain economic value from its disclosure or use and is subject to efforts by ELEARNAFRICALMS or Exchanger to maintain its secrecy, including without limitation (i) marking any written information with a legend identifying its confidential nature, (ii) identifying any presentation or communication, whether oral or written, as confidential immediately before, during or after its presentation or communication; or (iii) otherwise treating such information as confidential. Proprietary Information shall specifically include, but is not limited to, all discussions held, and information exchanged by the parties during or regarding the Project; the fact that the Project and discussions/negotiations related to it are taking place; all Project proposals, offers and related exchanges; and the existence, nature and details of the relationship between the parties.

2. All Proprietary Information disclosed to or known by the receiving party in connection with its dealings with the disclosing party shall remain the property of the disclosing party and shall be maintained in confidence by the receiving party using the same care and discretion (but in no event less than reasonable) to protect and prevent disclosure as it employs with its similar information. A receiving party shall have no obligation of confidentiality and non-use under this Agreement to the extent that Proprietary Information was (i) at the time of disclosure, in the public domain through no fault of the receiving party, (ii) disclosed by the disclosing party to others without any obligation of confidentiality and then becomes part of the public domain, or known to the receiving party, through no fault of the receiving party, or (iii) known by the receiving party prior to the disclosure without any obligation of confidentiality being applicable. Proprietary Information shall not be used, reproduced, distributed or disclosed by the receiving party except as authorized by the disclosing party and as necessary to evaluate and perform the Project. Disclosure of the Proprietary Information by the receiving party shall be made only to employees, agents or professional advisors who (a) are directly involved in evaluating or performing the Project, (b) have a specific need to know such information and (c) are obligated to hold the Proprietary Information in confidence and otherwise to comply with the terms of this Agreement.  The receiving party shall diligently monitor all access to Proprietary Information, and upon request by the disclosing party, promptly furnish to the disclosing party a list of individuals having had access to the Proprietary Information of the disclosing party. At the request of the disclosing party, or if no definitive agreement is reached between the parties regarding the Project, the receiving party will (i) promptly return to the disclosing party all Proprietary Information of the disclosing party (including all copies, extracts or other reproductions thereof), and (ii) destroy any and all notes, memorandum, projections, reports or other documents prepared by or for the receiving party that contain or otherwise reflect Proprietary Information.

3. Both parties acknowledge that unauthorized disclosure or use of Proprietary Information by it may cause the other party irreparable harm and significant injury that may be difficult to ascertain. Accordingly, the parties agree that each party shall have the right to seek and obtain immediate injunctive relief from any breach of this Agreement by the other party, which shall be in addition to any other rights and remedies that it may have available.

4. The parties acknowledge that information disclosed is subject to change without notice. EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, AND LIABILITY FOR THE PROPRIETARY INFORMATION THAT IT DISCLOSES, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANIBILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. The parties acknowledge that each may design, develop, manufacture, acquire or market competitive products and services and conduct its business in whatever way it chooses provided there is no conflict with this Agreement.

5. Except to the extent that a public announcement is required by law or applicable stock market rules, each party acknowledges and agrees that it will not issue any press release or seek/respond to any publicity regarding the Proprietary Information, or discussions related to Proprietary Information, unless such release or publicity is consented to in writing by both parties prior to the release and/or response being distributed. Notwithstanding, in the event that the party receiving Proprietary Information is legally required by federal, state or securities statute, regulation, law or order to disclose any Proprietary Information, such party shall promptly notify the other party of such requirement prior to disclosure in order for the disclosing party to have the opportunity to seek an appropriate protective order and/or waive compliance with the terms of this Agreement. If in the reasonable opinion of counsel for the receiving party that such party is nonetheless compelled to disclose such Proprietary Information (even absent a waiver), then the receiving party may disclose such Proprietary Information without liability to the other party hereunder.

6. This Agreement shall become effective as of the date signed by ELEARNAFRICALMS (“Effective Date”) and remain effective through the Project and for an additional eighteen (18) months following the end of the Project, except that the obligations specified herein as they may relate to trade secrets shall remain in effect for as long as trade secret status is maintained. This Agreement, and the rights and obligations under it, may not be assigned by either party without the prior written approval of the other, with any attempt to do otherwise being void.  Notwithstanding the foregoing, the rights and obligations herein will inure to the benefit of, and be binding upon, the parties and their lawful successors and assigns.

7. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute together one and the same document. No modifications or additions of this Agreement or waiver of any of its terms will be effective unless set forth in a writing signed by an authorized representative of each party.  If this Agreement or any part is held invalid or unenforceable, the parties agree to amend it in order to make it enforceable while achieving the economic and proprietary effect originally intended. This Agreement will be governed by and construed in accordance with the laws of Ghana, with the courts sitting in Ghana having exclusive jurisdiction.

AGREED TO BY:

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| --- | --- |
| ELEARNAFRICALMS:  | **DR.**  |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Title: Dr\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date ­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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