

Computer Training Services Agreement

THIS AGREEMENT is made this day of, xxxx BETWEEN **FACULTY OF XXXXXX, UNIVERSITY OF XXXXXXXX** (hereinafter called "The Employer"), of the one part.

AND

AGILE TECHNOLOGIES LIMITED (hereinafter called "The Consultant") of the other part.

WHEREAS

The Employer is desirous of hosting a comprehensive computer training academy open to the university community and beyond:

AND WHEREAS

The Consultant has agreed to carry out the services of providing and operating the computer training academy on the terms and conditions hereinafter appearing:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1 - OBJECT OF AGREEMENT

- 1[a] The object of the Agreement is to provide for the terms and conditions under which the Consultant shall provide and operate the computer academy to undertake the comprehensive computer training of students within the university community and beyond in the following areas among others;
- (i) Computer Appreciation (Windows Operating System)
 - (ii) Word Processor (Microsoft Word)
 - (iii) Spreadsheet Application (Microsoft Excel)
 - (iv) Database Application (Microsoft Access)
 - (v) Power Point Application (Microsoft PowerPoint)
 - (vi) Website Design - Microsoft FrontPage.
 - (vii) Computer Hardware and Network Installation courses.
- 1[b] The Consultant shall carry out the training in the premises of the Employer at a location provided by the Employer and suitable for the training of 45 to 50 students at the same time.
- 1[c] There shall be a joint certification of the students by both parties as follows:
- (i) Certificate in Computer Studies.
 - (ii) Diploma in Computer Studies.
 - (iii) Advanced Diploma in Computer Studies.

ARTICLE 2 - FUNDING & FEES

- 2[a] The Consultant shall fund the program, equip and maintain the computer training center.
- 2[b] The Employer shall ensure a minimum participation of XXXX number of STUDENTS in the program annually.
- 2[c] The student fees and other financial incomes to the academy shall be deposited into an account jointly held by the Employer and the Consultant and disbursed according to a formula agreed to by the parties.
- 2[d] The computer training fees for each semester shall be xxxxx (#xxxxx) per student per certification payable at the start of each training program. An administrative fee per candidate per session may be paid at the point of registration.

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ARTICLE 3 – RESPONSIBILITIES & STANDARD

- 3[a] All training required by the Employer shall be carried out by the Consultant only with properly qualified and experienced staff recommended by or acceptable to the Employer in accordance with the highest standards of currently established practice and in compliance with the requirements of all relevant statutes and other requirements of the Employer.
- 3[b] The Consultant shall be responsible for the payment of the wages of the staff at rates approved by both parties.
- 3[c] The Computer Training Center shall be jointly administered by the Employer and the Consultant, each of whom shall enjoy reasonable access to the facility.
- 3[d] The Employer shall be responsible for providing security, electricity, water, cleaning and other menial tasks to the training facility.

ARTICLE 4 – PROCEEDS OF THE ACADEMY

- 4[a] The Consultant shall be paid One Hundred Percent (100%) of all fees received from the first One Thousand (1000) Students, thereafter the proceeds accruing from the IT Academy shall be shared by both parties based on an agreed formula.
- 4[b] The formula so agreed to by the parties shall form part of this agreement.

ARTICLE 5 – NON-ASSIGNMENT

- 5 Any party to this Agreement shall not without the written consent of the other party assign or transfer his responsibilities under this Agreement to a third party, directly or indirectly under whatsoever.

ARTICLE 6 – FORCE MAJEURE

- 6 The parties shall have no responsibility or liability with respect to any failure or delay in performance of any terms or conditions of this contract if such failure or delay in performance is due in whole or in part to any cause, which is unforeseeable, unavoidable, or beyond the parties' responsible control. Such cause includes but not limited to acts of God (fire, earthquakes, etc.), industrial unrest or strike, act of war, insurrection, riot or civil disorder, or any decree, law or regulation or order of any court, government or government agency. The party claiming force majeure shall inform the other party not later than three (3) days of the occurrence thereof describing in details the type of force majeure relied upon. In the event of such force majeure being accepted by the parties, the party's performance of this contract shall be suspended until the removal of the force majeure and time of the performance of the contract extended for a reasonable period. In the event that the force majeure shall exceed fourteen (14) days in duration, the parties shall consult in order to determine mutually acceptable steps to be taken to achieve the purpose of this Agreement.

ARTICLE 7 – ARBITRATION

- 7 Any dispute arising from this Agreement, which the parties cannot mutually resolve shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, Laws of the Federation of Nigeria.

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ARTICLE 8 – NOTICE

8[a] Any notice to be given to the Employer, pursuant to any provision of this Agreement shall be addressed to:

xxxxxx

Faculty of xxxx

University of xxxxx

8[b] Any notice to be given to the Consultant, pursuant to any provision of this Agreement shall be addressed to:

The Managing Director

Agile Technologies Limited

OR his designated Representative at University of xxxx

ARTICLE 9 – TERMINATION

9 In the event that either party shall commit or permit a breach of any material part of this Agreement the innocent party shall highlight in writing the notice of breach to the defaulter pointing out in clear terms the breaches complained of and a minimum of at least fourteen (14) days be given from the date of receipt of the notice to remedy same; failure of which the innocent party may terminate the agreement by notice in writing to the party in default.

ARTICLE 10 – AMENDMENT

10 Any amendment to this Agreement shall be in writing and be mutually agreed upon by both parties or their duly accredited representatives.

ARTICLE 11 – APPLICABLE LAW LANGUAGE AND COMMENCEMENT

11[a] This Agreement shall be construed in accordance with the laws of the Federal Republic of Nigeria in force at the time the dispute arose.

11[b] This Agreement shall commence on the date of the first intake of students.

ARTICLE 12 – SCHEDULES

12 SEE ANNEXURE

IN WITNESS WHEREOF the parties have hereunder set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED by the within Named:

**THE DEAN
FACULTY OF XXXX
UNIVERSITY OF XXXX**

SIGNED, SEALED AND DELIVERED by:

**MD/CEO
AGILE TECHNOLOGIES LIMITED**