

DIGITAL FOR ALL CHALLENGE 2.0

MEMORANDUM OF UNDERSTANDING (MoU) Between Technology for Social Change and Development Initiative (Tech4Dev) Competition Phase Participants

1. PARTIES AND DEFINITIONS

1.1 Parties

- a) **Tech4Dev:** Technology for Social Change and Development Initiative, a not-for-profit organization incorporated and registered under the laws of the Federal Republic of Nigeria
- b) **Participant:** Individual who has qualified for and agrees to participate in the competition phase of DFA 2.0

1.2 Definitions

- a) **Competition:** The Digital for All Challenge 2.0 three-stage competition program
- b) **Personal Data:** Any information relating to an identified or identifiable participant
- c) **Assessment Materials:** All examination content, questions, and evaluation criteria
- d) **Proctoring:** Remote monitoring of participants during assessments via webcam and screen monitoring technology

2. COMPETITION STRUCTURE AND PROCEDURES

2.1 Three-Stage Format

Stage 1: State Level Competition

- a) Format: Virtual, proctored assessment
- b) Duration: One-week window for completion
- c) Progression: Top state performers per category based on predetermined benchmarks advance to Stage 2
- d) Technical Requirements: Stable internet connection, functioning webcam, quiet environment.

Stage 2: Regional Level Competition

- a) Format: Virtual, proctored assessment among regions

- b) Content: Category-specific assessment materials
- c) Progression: Top regional performers per category will advance to Stage 3
- d) Duration: As specified in competition schedule
- e) Technical Requirements: Stable internet connection, functioning webcam, quiet environment

Stage 3: Grand Finale

- a) Format: In-person competition in Abuja, Nigeria
- b) Participants: Top regional scorers per category
- c) Assessment: MCQs, Kahoot style (category-dependent)
- d) Judging: Based on predetermined criteria provided to finalists

2.2 Categories

- a) K-12 Students (ages 8-18)
- b) Youth Basic (ages 18-35)
- c) Youth Intermediate (ages 18-35)
- d) Civil Servants

3. ELIGIBILITY AND PARTICIPATION REQUIREMENTS

3.1 Eligibility Criteria

Participants must:

- a) Be registered under the correct category
- b) Have completed learning modules by June 13, 2025
- c) Have achieved a minimum score of 70% in the final assessment
- d) Provide accurate personal and contact information
- e) Execute this MOU
- f) Complete the mandatory feedback form
- g) K-12 participants below 18 years must have parent sign this MOU and confirm they are fit to travel if they get to the final stage

3.2 Ongoing Obligations

Participants agree to:

- a) Participate in all competition stages for which they qualify
- b) Comply with all proctoring and assessment requirements
- c) Maintain ethical conduct throughout the competition
- d) Provide additional verification documents when requested
- e) Respond to Tech4Dev communications within specified timeframes

4. PROCTORING AND ASSESSMENT INTEGRITY

4.1 Proctoring Requirements

Participants acknowledge that assessments will be monitored through:

- a) Webcam recording for identity verification and behavior monitoring
- b) Screen activity recording to prevent unauthorized assistance
- c) Browser lockdown technology to ensure fair assessment conditions

4.2 Participant Responsibilities

Participants must:

- a) Use a stable internet connection (minimum 5 Mbps recommended)
- b) Ensure proper lighting and clear webcam visibility
- c) Maintain a quiet, distraction-free environment
- d) Present valid government-issued identification when requested
- e) Refrain from using unauthorized materials or receiving assistance

4.3 Violations and Consequences

Prohibited activities include:

- a) Impersonation or identity fraud
- b) Use of unauthorized materials or resources
- c) Receiving assistance from third parties
- d) Technical manipulation or circumvention attempts

Violations may result in immediate disqualification without appeal rights.

5. PRIZES AND REWARDS

5.1 Prize Structure

Winners will receive a combination of cash and in-kind rewards as follows:

- a) **K12 Winners:** 30% in cash + in-kind rewards valued at 70% of the prize amount.
- b) **Civil Servants Winners:** 50% in cash + in-kind rewards valued at 50% of the prize amount.
- c) **Youth Basic & Intermediate Winners:** 50% in cash + in-kind rewards valued at 50% of the prize amount.

Final prize amounts will be communicated to grand finalists no later than 48 hours before the Grand Finale.

5.2 Prize Administration

- a) Cash rewards will be disbursed within 60 days of the Grand Finale
- b) Participants must provide accurate banking details; Tech4Dev is not liable for failed transactions due to incorrect information
- c) All applicable taxes are the sole responsibility of prize recipients

- d) In-kind rewards will be disbursed within 100 days of the grand finale and distributed based on availability and recipient eligibility
- e) Tech4Dev reserves the right to substitute prizes of equal or greater value

5.3 Prize Forfeiture

Prizes may be forfeited if:

- a) Participant is found to have violated competition rules
- b) Required documentation is not provided within 30 days
- c) Participant becomes ineligible under applicable law

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Tech4Dev Property Tech4Dev retains all rights to:

- a) Assessment materials and competition content
- b) Competition format and methodology
- c) Tech4Dev trademarks and branding materials
- d) Platform technology and systems

6.2 Participant Submissions

- a) Participants retain ownership of their original competition submissions
- b) Participants grant Tech4Dev a non-exclusive, worldwide, royalty-free license to use submissions for promotional and educational purposes
- c) Tech4Dev may feature participant work in case studies, marketing materials, and program documentation with proper attribution

6.3 Confidentiality

Participants agree to maintain strict confidentiality regarding:

- a) Assessment content and questions
- b) Competition scoring methodologies
- c) Other participants' submissions or performance
- d) Proprietary Tech4Dev information

7. DATA PROTECTION AND PRIVACY

7.1 Data Collection and Processing

Tech4Dev collects personal data including:

- a) Registration information (name, contact details, demographic data)
- b) Assessment responses and performance data
- c) Proctoring recordings (video, audio, screen activity)
- d) Feedback and communication records

7.2 Legal Basis and Purposes Data processing is based on:

- a) Contractual necessity for competition administration
- b) Legitimate interests in ensuring competition integrity
- c) Consent for promotional activities (where applicable)

7.3 Data Rights Participants have the right to:

- a) Access their personal data
- b) Request correction of inaccurate information
- c) Object to processing for promotional purposes
- d) Request data deletion (subject to legal retention requirements)

7.4 Data Security and Retention

- a) Tech4Dev implements appropriate technical and organizational security measures
- b) Personal data will be retained for 3 years following competition conclusion
- c) Proctoring recordings will be deleted within 12 months unless required for dispute resolution

8. PUBLICITY AND PROMOTIONAL RIGHTS

8.1 Publicity Consent

Participants consent to Tech4Dev's fair use of their:

- a) Name, likeness, and biographical information
- b) Competition submissions and achievements
- c) Testimonials and feedback
- d) Photographic and video recordings from competition events

8.2 Scope of Use

Promotional materials may be used for:

- a) Program marketing and communication
- b) Educational case studies and reports
- c) Social media and digital marketing
- d) Fundraising and partnership development

8.3 Participant Rights

- a) Participants may request removal from promotional materials (subject to practical limitations)
- b) No additional compensation is provided for promotional use
- c) Participants retain the right to decline specific promotional requests

9. LIABILITY AND RISK ALLOCATION

9.1 Tech4Dev Liability Limitations

Tech4Dev's total liability under this MOU is limited to the value of prizes awarded to the participant. Tech4Dev is not liable for:

- a) Technical failures beyond its reasonable control
- b) Internet connectivity issues or participant equipment failures
- c) Indirect, consequential, or punitive damages
- d) Delays in prize distribution due to external factors

9.2 Participant Responsibilities

Participants are responsible for:

- a) Ensuring compliance with local laws and regulations
- b) Providing accurate information and documentation
- c) Maintaining confidentiality of competition materials
- d) Any tax obligations arising from prize receipt

9.3 Mutual Indemnification Each party agrees to indemnify the other against claims arising from their breach of this MOU or negligent/unlawful conduct.

10. DISPUTE RESOLUTION

10.1 Parties agree to first attempt resolution through good faith negotiation within 30 days of dispute notification.

10.2 Unresolved disputes will be resolved through binding arbitration under at the Lagos Multi-Door Court House (LMDC). Parties agree that the terms of settlement signed at the LMDC shall be final and binding on the Parties.

10.3 Exceptions

Tech4Dev may seek injunctive relief for:

- a) Intellectual property violations
- b) Breach of confidentiality obligations
- c) Competition integrity violations

11. FORCE MAJEURE

Neither party will be liable for delays or failures due to circumstances beyond reasonable control, including:

- a) Natural disasters, pandemics, or government actions
- b) Internet outages, cyber-attacks, or technical failures
- c) Labor disputes or supply chain disruptions

Force majeure events suspend obligations until resolved, with parties required to provide prompt notification and mitigation efforts.

12. TERMINATION

12.1 Termination by Tech4Dev

Tech4Dev may terminate participant involvement for:

- a) Material breach of MOU terms
- b) Violation of competition rules
- c) Provision of false or misleading information
- d) Conduct detrimental to competition integrity

12.2 Termination by Participant Participants may withdraw by providing 48 hours written notice, forfeiting all prize eligibility.

12.3 Effect of Termination Upon termination:

- a) All confidentiality obligations survive
- b) Tech4Dev retains rights to previously collected data and materials
- c) No compensation is due for incomplete participation

13. GENERAL PROVISIONS

13.1 Governing Law This MOU is governed by Nigerian law and subject to the jurisdiction of Nigerian courts.

13.2 Amendments Modifications must be in writing and signed by both parties, except for minor operational changes communicated with 48 hours' notice.

13.3 Severability If any provision is found unenforceable, the remainder of the MOU remains in full effect.

13.4 Entire Agreement This MOU constitutes the complete agreement between parties, superseding all prior negotiations and understandings.

13.5 Communication All formal notices must be in writing and delivered to the contact information provided during registration.

14. ACCEPTANCE AND EXECUTION

By signing below, the participant acknowledges they have read, understood, and agree to be bound by all terms of this MOU.

PARTICIPANT INFORMATION:

Name: EKene Emmanuel Ajeoba

Category: Civil Service

Track (if applicable): Data Analysis

Email Address: yourengre@gmail.com

Phone Number: 07033410588

State/Region: Abuja

PARTICIPANT SIGNATURE/ PARENT SIGNATURE FOR K12 PARTICIPANTS:

Signature: _____



Date: 5th July 2025

FOR TECH4DEV:

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____