

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE INCORPORATED TRUSTEES OF**

**TECHNOLOGY FOR SOCIAL CHANGE AND**

**DEVELOPMENT INITIATIVE**

**AND**

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**(WOMEN TECHSTERS FELLOW)**

**AND**

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**(GUARANTOR)**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_,

BETWEEN

**THE INCORPORATED TRUSTEES OF TECHNOLOGY FOR SOCIAL**

**CHANGE AND DEVELOPMENT**, an incorporated trustee registered under the laws of the Federal Republic of Nigeria whose head office is at 7 Omo Ighodalo Street, Ogudu GRA, Lagos (hereinafter referred to as **"Tech4Dev"**) which expression shall where the context so admits, include its agents, assigns and successors-in-title) of the first part.

AND

\_\_\_\_\_, of \_\_\_\_\_  
(hereinafter referred to as **the "Women Techsters Fellow"**) which expression shall where the context so admits, include its agents, assigns and successors-in-title) of the second part.

AND

\_\_\_\_\_, of \_\_\_\_\_ (hereinafter referred to as **the "Guarantor"**) which expression shall where the context so admits, include its agents, assigns and successors-in-title) of the third part.

Tech4dev, the Women Techsters Fellow and the Guarantor are hereinafter individually referred to as **"the Party"** and collectively referred to as **"the Parties"**.

**WHEREAS**

1. Tech4Dev is a non-profit social enterprise that creates access to decent work and entrepreneurship opportunities and platforms for Africans through digital skills empowerment.
2. Tech4Dev is desirous of organising the Women Techsters Fellowship (**"the WTF"**) geared towards training women in the realm of tech and providing internships (where available) to the women, upon the completion of the said training.
3. The Women Techsters Fellow is desirous of applying for the WTF and has agreed (for this purpose) to be bound by the terms of this Agreement.

4. The Parties are now entering into this Agreement for the purpose of documenting all terms agreed upon between them.

**NOW IT IS HEREBY AGREED as follows:**

**1. Interpretation**

**1.1. Definitions:**

**Affiliate:** includes, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party **OR** either party or any business entity from time to time Controlling, Controlled by, or under common Control with, either party.

**Business:** the business of Tech4Dev or any of its Affiliates.

**Business Day:** a day other than a Saturday, Sunday or public holiday in Nigeria, when banks in Nigeria are open for business.

**Data Protection Legislation:** the Nigerian Data Protection Legislation and any other applicable international convention or treaty relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) [and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

**Intellectual Property Rights:** patents, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**1.2. Interpretation**

- 1.2.1. Unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision:

- 1.2.1.1. is a reference to it as [amended, extended or re-enacted from time to time OR it is in force as at the date of this Agreement; and
- 1.2.1.2. shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.2.2. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.3. A reference to writing or written includes email.

## **2. Commencement and Term**

This Agreement shall commence on the date when it has been signed by both parties and shall continue until the completion of the WTF by the Women Techsters Fellow.

## **3. Obligations**

- 3.1. Tech4dev shall:
  - 3.1.1. provide adequate training to the Women Techsters Fellow during the period of the WTF.
  - 3.1.2. provide all necessary support that is needed to aid learning by the Women Techsters Fellow.
  - 3.1.3. where available, provide internship opportunity to the Women Techsters Fellow (this is not a salient obligation).
- 3.2. The Women Techsters Fellow shall:
  - 3.2.1. ensure that as a successful Women Techsters Fellow, it cooperates with Tech4Dev during the period of the WTF.
  - 3.2.2. ensure that it successfully complete the training under the WTF.
  - 3.2.3. ensure that it provides all relevant information needed to be provided to Tech4Dev before and during the WTF.
  - 3.2.4. Be bound by the terms and provisions of Schedule 1 and Schedule 2 to this Agreement.
  - 3.2.5. failure to complete the training under the WTF, the Women Techsters Fellow shall pay a non-refundable fee of **\$3,500** to Tech4Dev.

- 3.3. The Guarantor shall:
  - 3.3.1. ensure that the Women Techsters Fellow completes or is not inhibited from completing the training under the WTF.
  - 3.3.2. become liable where the Women Techsters Fellow defaults in its obligations under this Agreement.

#### **4. Data Protection**

- 4.1. During the term of this Agreement, and for a period of **two (2) years** thereafter, all confidential and/or proprietary information, whether oral, written or contained in any medium whatsoever, that is made available to either party (the "Recipient Party") shall be kept strictly confidential and such information shall not be divulged to any third party without the prior written consent of the other party (the "**Disclosing Party**") except to legal, accounting and financial advisers of either party or third Parties providing services with respect to any of the activities herein, and provided that such advisers or other third Parties agree in writing to maintain the confidentiality of such information. The Parties shall comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) the Data Protection Legislation.
- 4.2. Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) the Data Protection Legislation. This clause is in addition to, and does not reduce, remove or replace, a party's obligations arising from such requirements.

#### **5. Intellectual Property**

The Parties agree that this Agreement shall not transfer or grant title to any of the respective intellectual property rights as defined under Clause 1 of this Agreement unless otherwise agreed upon by the Parties.

#### **6. Warranties and Indemnity**

- 6.1. Tech4dev warrants that any requisite regulatory license needed before and during the subsistence of this Agreement has either been obtained or will be obtained at its own expense;

- 6.2. The Parties warrants that they are not aware or cannot reasonably foresee any internal or regulatory requirement arising from prior Agreement or incidental issues capable of threatening the performance of their respective obligations under this Agreement AND that should they become aware after the execution of this Agreement, they shall take all necessary and reasonable steps to facilitate, address resolve the hindrance. This shall not apply to Force Majeure Events;
- 6.3. The Women Techsters Fellow and the Guarantor warrant that they are adults (that is, not below the age of 21 years for the purposes of entering into contracts) and can validly enter into this Agreement. Where they (the Women Techsters Fellow and the Guarantors) are minors, the Women Techsters Fellow and the Guarantor warrants that they have sought and obtained the prior consent of their lawful guardian or parent to enter into this Agreement.
- 6.4. The Women Techsters Fellow warrants and assures that it will not defaults in its obligations under this Agreement.
- 6.5. The Guarantor agrees to be held liable where and when the Women Techsters Fellow is in default of its obligations under this Agreement.
- 6.6. The Parties warrant that they shall comply fully with their obligations under this Agreement and shall be liable in breach to each other in the event of a breach arising from a failure (which is not a Force Majeure Event), neglect or refusal to comply or adhere to the provisions of this Agreement;
- 6.7. The Parties indemnify each other against all liabilities, costs, expenses, damages and losses (including legal fees) that either of the Parties may suffer as a result of the breach of any warranty contained in this Agreement.

## **7. Termination**

- 7.1. Without affecting any other right or remedy available to it, Tech4Dev may terminate this Agreement with immediate effect by giving written notice to the Women Techsters Fellow if the Women Techsters Fellow commits a breach of this Agreement
- 7.2. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- 7.2.1. the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of Seven (7) Business Days after being notified to do so;
- 7.2.2. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 7.3. Termination or expiry of this Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

## 8. General

- 8.1. **Force majeure:** Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for two weeks, the party not affected may terminate this Agreement by giving five days written notice to the affected party.
- 8.2. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 8.3. **Variation:** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).
- 8.4. **Waiver**
  - 8.4.1. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

8.4.2. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

8.5. **Severance:** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

8.6. **Notices**

8.6.1. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be sent by email to the address specified below:

**Tech4Dev:** wtfellowship@tech4dev.com

**The Women Techsters Fellow:**

**The Guarantor:**

If no response is received within two days from the transmission of the email to the above, kindly send an email to:

**Tech4dev:** admissions@tech4dev.com

**The Women Techsters Fellow:**

**The Guarantor:**

8.6.2. Any notice or communication shall be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause, business hours mean 8.00am to 8.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

8.6.3. This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

8.7. **Third party rights:** The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.



- 8.8. **Governing law:** This Agreement, and any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the laws of the Federal Republic of Nigeria.
- 8.9. **Jurisdiction:** Each party irrevocably agrees that the courts of Nigeria shall have exclusive jurisdiction to settle any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.
- 8.10. **Dispute Resolution**
- 8.10.1. Any difference, dispute, controversy or claim ("Dispute") which may arise between the Parties out of or in relation to or in connection with this Agreement, or the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities hereunder, other than a dispute for which provisions specifically made in this Agreement, the parties shall use their best endeavors to settle such dispute by mutual negotiations and agreement.
- 8.10.2. If for any reason, the Parties cannot resolve such dispute amicably within one month from the commencement of the resolution process, such dispute shall be referred the Lagos State Multidoor Courthouse for mediation. Both Parties shall jointly contribute to the fees of the mediator.

## SCHEDULE 1: CONSENT AND MEDIA RELEASE FORM

### Interviews, Photos and Video

To advance Tech4Dev's mission of providing Africans with opportunities and platforms for decent work and entrepreneurship through digital skills empowerment and advocacy; I, as a Fellow of the Tech4Dev Women Techsters Program hereby give Tech4Dev, its affiliates and agents and partners my consent to interview, film, photograph, tape or otherwise make a video reproduction of me including recording of my voice without expectation of compensation or other remuneration, now or in the future.

This includes:

- Consent to use my name and other personal information;
- Consent to use my, image (whether photographic, video and/or electronic) and/or any interview statements (and excerpts of statements) from me in its publications, press releases, reports promotional materials or other media activities including the Internet, as "Materials" for educational, promotional and awareness campaigns in all forms of media.
- I waive any right to inspect or approve use of the Materials.

## SCHEDULE 2: INTERSHIP PLACEMENT AGREEMENT

Upon successful completion of the Program, the Fellow may be seconded to a third-party entity (the "**Employer**" or "**Interested Partner Company**") and in that instance, the provisions of this Schedule 2 shall apply, as may be amended by another written document.

### Purpose

1. This internship placement agreement (the "**Agreement**") documents applicable terms and confirms your willingness to be paired with an internship partner company of Tech4Dev. Tech4Dev is committed to providing the career support you need to establish and grow in your chosen field.

2. The internship partner company is interested in filling a role that aligns with the Program track or is closely related to the program track: Software (Front End and Backend Development), Product Design (UI/UX Design), Data Science and Engineering, Product Management, DevOps, Mobile Application Development, and Cybersecurity.
3. You are being placed with the internship partner company, further to the completion of the six (6) months intensive training at Tech4Dev, and having been evaluated, it is considered that you meet the assessment criteria and requirement of the internship partner company.

We hope that you will find the internship placement enjoyable and rewarding and you perform your tasks with utmost diligence and dedication and, be a good ambassador of Tech4Dev during your placement with the organization.

### **Procedure**

Your internship will take place at the internship partner company from the agreed date, and you will work within the defined track. Your fixed hours of work will be as indicated in the employment contract you have received and signed.

We expect you to undertake tasks and perform according to the work plan given by your host company and achieve the learning objectives to the best of your ability. We also expect you to abide by the procedures and standards of your host company.

### **Employer Commitments:**

Tech4Dev shall ensure that your host employer commits to:

1. Assign a direct supervisor who will provide relevant guidance and feedback on your tasks
2. Assign job assignments and responsibilities that are relevant to your training
3. Orient you on organizational structure, operation, policies and procedures
4. Provide you with adequate resources necessary to accomplish assigned tasks
5. Provide a monthly stipend not less than the disclosed amount for Program
6. Give bi-monthly feedback on your job performance.
7. Notify you of all applicable policies, rules and procedures, as required to ensure that the Intern can comply with such policies, rules and procedures.
8. Provide a written notice in line with the organization stipulated notice time of termination to you and Tech4Dev in the event that your services are deemed to no longer add value, or that your host company is unable to continue to provide the resources needed to support you. If the reason for Termination has any criminal element attributable to you, then you will be

dismissed by the employer and the Agreement shall be terminated immediately.

9. In addition to (8) above, your employer will give reasons for the disengagement except when there is criminal element attributable to you.

### **Intern Commitments:**

As an intern, you commit to:

- Complete the training with your employer for an agreed duration (as specified in your internship contract).
- Behave professionally at all times. This includes, but not limited to abiding by the rules and regulations of the interning organizations, those outlined in the *Tech4Dev Internship Work Ethics Guide*, and all other professional code of conducts.
- Work diligently and with good initiative throughout the internship
- Complete the projects and assignments given in a timely and accurate manner.
- Hand over company work tools and other resources at the end of the internship period, or as may be requested by the organization.

### **Induction and Training**

Tech4Dev will provide an induction explaining the expected standards of the internship and what we expect from Techsters during their time as interns.

All Forms that are shared with you during the Training must be filled within the stipulated timeframe.

After the internship, you have the option to:

- a. Continue as a full staff at your interning organization, based on the interning company's verdict OR,
- b. Terminate your contract with the company and move on with other endeavors.

In whichever case, your one-year training as a Women Techsters Fellow of Tech4Dev will come to an end and Tech4Dev will no longer have any obligations to you as regards this agreement, except for our commitment to you as a program alumnus.

### **Supervision and Support**

Your main point of contact during your internship is the Tech4Dev's Placement Team. You will have regular meetings with the team to discuss your learning objectives and any problems or complaints you may have. Please notify the Placement team as early possible if you are unavailable at any point during your internship.

### **Availability and Attendance**

An Intern must stay the agreed duration with partner companies and complete all their projects, goals and activities during the Internship. This means that every Intern must be available throughout the duration of the Internship. If you are unavailable to stay throughout the period of the Internship, then you will not be eligible for the program. Where an Intern exits the Internship before the end of the Internship period, such exit will be treated as a Material Breach. However, if the exit is due to an illness or an occurrence of an event which renders the Intern incapable of completing the Internship, the Intern must notify Tech4Dev first before its Employer before leaving the Internship program in order for Tech4Dev to provide necessary support in managing the intern's employer.

### **Breach of this Agreement**

A Material Breach of this Agreement may lead to:

- a. The dissolution of the Internship and all payments and allowances. Also, benefits which the Intern derives from the Internship will cease from the day the material breach commences; or
- b. The repayment of half the sum expended by Tech4Dev on the Intern during the Intern's training (\$3,000). This sum as of the present time is valued at \$1,500.

Tech4Dev will blacklist an Intern who has committed a Material Breach and will not be eligible for any opportunity with Tech4Dev or affiliated with Tech4Dev and its partners for a period of 5 years.

For the purpose of interpreting this Paragraph, Material Breach means:

- a. **Exiting the Internship.** However, If an Intern is ill or an occurrence happens which renders the Intern incapable of completing the Internship, the Intern must notify Tech4Dev and Employer as soon as possible.
- b. **The Intern fails to meet his or her commitments and a report has been made by an Employer.** Where this occurs, the Intern will be given seven days to respond to such a report made by the Employer. Where the Intern does not respond, such act will be treated as a Material Breach and the Internship will cease immediately.
- c. **When the Employer of an Intern does not meet its commitments according to this agreement.** Where an Employer fails to meet its commitments, the provisions of the Memorandum of Understanding between Tech4Dev and the Employer will apply.

### **Exit**

If an Intern decides to exit the Internship before the date of completion, the Intern is liable to repay 50%, (which, as of the present time is valued at \$1,500, of the sum expended by Tech4Dev in training the Intern.

## Confidentiality

During your internship, you may have access to confidential information concerning the Employer or their projects, products, initiatives or their clients. We expect you not to use or disclose this information to any person either during your internship or at any time afterwards.

This Agreement is intended to be a legally binding contract between Tech4Dev and may be cancelled at any time at the discretion of Tech4Dev. Neither of us intends any employment relationship to be created during the Internship. Reference or use of the word Employer in this Agreement is only for descriptive purposes.

## **INTERN CODE OF CONDUCT**

Technology for Social Change and Development Initiative (Tech4Dev) expects you to demonstrate professionalism and integrity during your participation in the program. Failure to uphold this code of conduct could result in your removal from the program.

As an intern with Tech4Dev, you shall agree to the following:

1. Undertake and complete the internship placement (as provided by the employer).
2. Act professionally at all times, upholding the organization's good name and integrity.
3. Adhere to this code of conduct and, also, the rules and regulations in the *Tech4Dev Internship Work Ethics Guide* work.
4. Participate fully in supporting Tech4Dev to realize its vision, mission, and objectives.
5. Ensure punctuality and timeliness. You should report for duty on time as agreed.
6. Ensure you are dressed in a neat and presentable manner at all times. This is applicable for both remote and physical internships.
7. Develop and implement a work plan with clear objectives and timelines. This work plan should be approved by your supervisor.
8. Attend and fully participate in all activities agreed with your supervisor. This includes regular review meetings to monitor progress against your agreed work plan.
9. Attend and fully participate in all internship program activities coordinated by Tech4Dev. This includes (but is not limited to) placement review meetings and post-placement alumni network activities.
10. Maintain a weekly report highlighting key activities and compile a monthly report which should be shared with your supervisor.
11. Complete and maintain all paperwork as required.

12. Report any complaints, questions, or challenges to your supervisor immediately. If your concerns are not adequately addressed, you should contact the Tech4Dev Placement team.
13. Maintain in confidence any information learned about the activities and/or operations of organizations during your placement
14. Violations of any policies, procedures, rules, or code of conduct will be grounds for dismissal from the program.

I have read and understood the Internship Program Code of Conduct, and hereby agree to abide by the regulations and standards outlined. I understand that if I fail to uphold the Code of Conduct, I may be removed from the placement and or program.

In witness whereof, this Agreement is duly executed by the parties, or their duly authorized representatives as set forth below:

**THE INCOPORATED TRUSTEES OF TECHNOLOGY FOR SOCIAL CHANGE AND DEVELOPMENT**

Name: Olabisi Etuk

Signature: 

Designation: Women Techsters Programs Lead

Date: 26<sup>th</sup> June 2025

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**(The Women  
Techsters Fellow)**

Name:

House Address:

Phone Number (insert country code):

Email Address:

Occupation:

Signature:

In the presence of

Name:

House Address:

Phone Number (insert country code):

Email Address:

Occupation:

Signature:

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**(The Guarantor)**

Name:

House Address:

Phone Number (insert country code):

Email Address:

Occupation:

Signature:

In the presence of

Name:

House Address:

Phone Number (insert country code):

Email Address:

Occupation:

Signature: