

PUBLIC/PRIVATE PARTNERSHIPS (P-3) AGREEMENT

BETWEEN

**EQUAL RIGHTS FOR PERSONS WITH DISABILITIES
INTERNATIONAL INC (ERPDI) (TEXAS/USA)
EQUAL RIGHTS FOR PERSONS WITH DISABILITIES
INITIATIVE**

IN PARTNERSHIP WITH

**KAYSOM HOLDINGS, INC
FESTAC-USA, INC
BEATRONICS, INC
BANDROSE & GENTS (LTD)
ETADAIL GLOBAL VENTURES (LTD)
OGECHI COMMUNITY EMPOWERMENT (OGE)
PLATINUM PROJECTS (LTD)
STACCOM FOUNDTION, INC
PECULIAR HANDS EMPOWERMENT INITIATIVE
(PHEI)
INCLUSIVE COMMUNITY EMPOWERMENT INITIATIVE
(INCLEI)
HELP INTERNATIONAL (H.I)
MANUJU WOMEN EMPOWERMENT INITIATIVE
(MANUJU)**

AND

- 1. OFFICE OF THE FIRST LADY, PLATEAU STATE
GOVERNMENT**
- 2. OFFICE OF THE SPECIAL ADVISER TO THE
PLATEAU STATE GOVERNOR ON WOMEN AFFAIRS**
- 3. SUPPORT WOMEN INITIATIVE TO TRANSFORM
CHILDREN FOUNDATION (SWITCH)**

GLOBAL PROJECT(S) INITIATED BY THE

UNDP South-South Cooperation team in the Development Impact Group, Bureau for Policy and Programme Support (BPPS), the Republic of Korea, Republic of Korea's KOICA, OECD Development Centre and UNDP-Nigeria

“Saemaul Initiative Towards Sustainable and Inclusive New Communities (ISNC) and A New Rural Development Paradigm and the Inclusion and Sustainable New Community Model Inspired by the Saemaul Undong,”

AND

U.S. Department of State's Office of Global Partnerships, Concordia, and the University of Virginia Darden School of Business' Institute for Business in Society 2018 Government/Public-Private Partnership (P3) Impact Award and its Boldline Accelerator

LOCATION(S)

WITHIN PLATEAU STATE, THE SIX GEOGRAPHICAL ZONES OF THE FEDERAL REPUBLIC OF NIGERIA & AFRICA'S LAKE CHAD BASIN NATIONS (REPUBLIC DU NIGER, CHAD, CAMEROON).

PUBLIC/PRIVATE PARTNERSHIPS AGREEMENT

THIS P-3 Agreement is made and entered into this, 13th March, 2017

BETWEEN:

EQUAL RIGHTS FOR PERSONS WITH DISABILITIES INTERNATIONAL, INC (Also Known As Equal Rights for Persons with Disabilities Initiative), the State of Texas, United States Government's IRS 501 (c) (3), Tax Exempt and Nigerian Corporate Affairs Commission (CAC), Registered; UN ECOSOC & UN DSPD/DESA Accredited Non-Profit, Non-governmental and Non-Political Disabled Peoples Organization, Incorporated Corporate Affairs Commission, under the laws of Nigeria, the State of Texas and the United States, and also under the United Nations Charter(s)/Treaty, who is an Inaugural Member of the United States Government's, Department of State, Secretary's Office of Global Partnership (S/GP) and United States Agency for International Development (USAID)'s, International Diaspora Engagement Alliance (IdEA), with her office address at 2410 South Kirkwood Drive, Suite 260, Houston, Texas 77077, USA, (hereinafter referred to as, "**COLLABORATORS**," which expression shall where the context so admits include its successors-in title and assigns) of the one part.

FESTAC-USA, a State of Texas, United States Government's IRS 501 (c) (3), Tax Exempt and UN DSPD/DESA Accredited, Non-Profit, Non-governmental and Non-Political organisation, incorporated under the laws of the State of Texas and the United States, and also, under the United Nations Charter/Treaty, who is an Inaugural Member of the United States Government's, Department of State, Secretary's Office of Global Partnership (S/GP) and United States Agency for International Development (USAID)'s, International Diaspora Engagement Alliance (IdEA), with her office address at 2410 South Kirkwood Drive, Suite 260, Houston, Texas 77077, USA (hereinafter referred to as, "**COLLABORATOR**", which expression shall where the context so admits include its successors-in title and assigns) of the one part.

STACCOM FOUNDATION, INC., a Non-Profit, Non-governmental and Non-Political organisation, incorporated under the laws of the State of Texas and the United States, who is an Inaugural Member of the United States Government's, Department of State, Secretary's Office of Global Partnership (S/GP) and United States Agency for International Development (USAID)'s, International Diaspora Engagement Alliance (IdEA), with her office address at 9011 Majesty Lane, Richmond, Texas 77469, USA (hereinafter referred to as, "**COLLABORATOR**", which expression shall where the context so admits include its successors-in title and assigns) of the one part.

KAYSOM HOLDINGS, INC, a For-Profit Corporation, incorporated under the laws of the State of Texas and the United States, who is an Inaugural Member of the United States Government's, Department of State, Secretary's Office of Global Partnership (S/GP) and United States Agency for International Development (USAID)'s, International Diaspora Engagement Alliance (IdEA), with her office address at 8802 Pecan Place Drive, Houston, Texas 77071, USA (hereinafter referred to as, "**COLLABORATOR**", which expression shall where the context so admits include its successors-in title and assigns) **of the one part.**

BEATRONICS, INC, INC, a For-Profit Corporation, incorporated under the laws of the State of Texas and the United States, with her office address at 5754 Henniker Drive, Houston, Texas 77041, USA (hereinafter referred to as, **“COLLABORATOR”**, which expression shall where the context so admits include its successors-in title and assigns) **of the one part.**

PLATINUM PROJECTS (LTD), a For-Profit, Corporation, incorporated under the laws of the FCT-Abuja and Nigeria, who is an Inaugural Member of the United States Government's, Department of State, Secretary's Office of Global Partnership (S/GP) and United States Agency for International Development (USAID)'s, International Diaspora Engagement Alliance (IdEA), with its office Address, Plot 2390, Takoradi Street, Wuse Zone 1, Abuja, FCT, Nigeria, (hereinafter referred to as, **“Collaborator”**), which expression shall where the context so admits include its successors-in title and assigns) **of the one part.**

BANDROSE & GENTS (LTD), a For-Profit, Corporation, incorporated under the Nigeria laws, with its office Address, No. 2 Nworie Lane, Owerri, Imo State of Nigeria, (hereinafter referred to as, **“Collaborator”**), which expression shall where the context so admits include its successors-in title and assigns) **of the one part.**

OGECHI COMMUNITY EMPOWERMENT (OGE), a Non-Profit, Non-governmental and Non-Political organisation, incorporated under the Nigeira laws, with its office Address, Archippus Compound, Okpuno-Umuota Village, Obosi Idemili North LGA, Anambra State of Nigeria.

OUR OTHER COLLABORATORS FOR THIS AGREEMENT INCLUDE:

- a. **PECULIAR HANDS EMPOWERMENT INITIATIVE (PHEI)**
- b. **INCLUSIVE COMMUNITY EMPOWERMENT INITIATIVE (INCLEI)**
- c. **HELP EMPOWER THE COMMUNITY INTERNATIONAL (HECI)**
- d. **MANUJU WOMEN EMPOWERMENT INITIATIVE (MANUJU)**

And

- a. **OFFICE OF THE FIRST LADY, PLATEAU STATE GOVERNMENT;**
- b. **OFFICE OF THE SPECIAL ADVISER TO THE PLATEAU STATE GOVERNOR ON WOMEN AFFAIRS;**
- c. **SUPPORT WOMEN INITIATIVE TO TRANSFORM CHILDREN FOUNDATION (SWITCH);** with its office address, (1) Office of the Wife of Plateau State Executive Governor, and (2) Office of the Special Adviser to the Governor on Women Affairs both located at New Government House, Little Rayfield, Plateau State Nigeria, (hereinafter referred to as, **“GOVERNMENT/PRIVATE PARTNER/COLLABORATOR”** which expression shall where the context so admits include its successors-in-title and assigns) of the other part.

WHEREAS:-

The **“Collaborators”**, are desirous of engaging the continuity of leading and Championing services of t he office of the Plateau State Government First Lady, Office of the Special Adviser to the Governor of Plateau State on Women Affairs and Social Development and the Plateau State Government and Support Women Initiative to Transform Children Foundation (SWITCF) as the S.P.V **“GOVERNMENT/PRIVATE PARTNER/COLLABORATOR”** for the, **“Collaboration”** in undertaking the implementation within Plateau State, throughout the 6 Geographical Zones of Nigeria and Africa's Lake Chad Basin Nations (Republic du Niger, Cameroon, Chad), with:

- a) Republic of Korea's KOICA, UNDP and Organization of Economic Cooperation and Development (OECD)'s, **"Saemaul Initiative Towards Sustainable and Inclusive New Communities (ISNC) and A New Rural Development Paradigm and the Inclusion and Sustainable New Community Model Inspired by the Saemaul Undong;"**
- b) U.S. Department of State's Office of Global Partnerships, Concordia, and the University of Virginia Darden School of Business' Institute for Business in Society 2018 Government/Public-Private Partnership (P3) Impact Award, as approved by the, **"Collaboration."**

i. DEFINITION OF SAEMAUL UNDONG (SMU) COMMUNITY OR VILLAGE MOVEMENT:

The Republic of Korea's, "KOICA's Smart SMU refers to holistic community development programs that are launched on the basis of partner government's willingness for development and people's voluntary participation. SMU aims to establish infrastructure customized to local conditions and introduce appropriate technology to increase income and to address issues in all sectors important for development, including agriculture, fishery, ICT, education, health, environment and gender." By the Republic of Korea's KOICA

ii. STRATEGY OF SAEMUAL UNDONG (SMU):

The Republic of Korea's, "KOICA stresses the importance of meeting international norms and principles in undertaking development programs: inclusive partnership, ownership, transparency and accountability. Based on the principles of SMU, KOICA is committed to distributing appropriate technology that is most suitable in the settings of partner countries to maximize performance in increasing incomes of rural households. KOICA's projects are oriented toward creating added-value by actively tapping into value chain, including processing, distribution and marketing. KOICA is looking to position SMU as an integrative community development model that takes into account all sectors for development and cross-cutting issues." By the Republic of Korea's KOICA.

What is Boldline?

iii. DEFINITION OF P-3 is a Government/Public-Private Partnership

iv. Department of State / Boldline Accelerator

"Boldline is the U.S. Department of State's new partnership accelerator aimed to support and scale innovative public-private partnerships (P3s). One of the first programs of its kind, Boldline supports social good public-private partnerships that address pressing global challenges and focuses on giving them tools to scale their missions. The main goal of Boldline is to build and deploy strategic connections and collaborations aimed at: a) strengthening the global partnership building ecosystem; b) promoting and facilitating connectivity between the private sector and governments; and c) fostering innovative partnership business models. Boldline will take the often dotted lines between government, private sector and civil society and create a bold line between the sectors through partnerships."

v. THE U.S. DEPARTMENT OF STATE ACCELERATOR

“The U.S. Department of State in close collaboration with industry leaders will organize a one-week partnership building accelerator program that will bring together selected stakeholders of this public-private partnerships, including public institutions, corporations, innovation companies, entrepreneurship support organizations, and financial institutions to galvanize interest for the participating partnerships and to help build the framework for these partnerships in targeted countries. The program will identify timely P3s that are in the early development stages of their partnerships or are ready to scale their operations and activities. Through a one week accelerator and ongoing support, Boldline will provide the individuals and institutions behind these partnerships with mentorship, access to resources, government relations, and global networks needed to scale their impact. The accelerator will take place in February 2018 in Washington, DC and participation in the program will be highly competitive;

“The U.S. Department of State’s Office of Global Partnerships is a center of excellence for collaboration between the U.S. Department of State, the public and private sectors, and civil society. The Office aims to strengthen and deepen U.S. diplomacy and development around the world through partnerships that leverage the creativity, innovation, and core business resources of partners for greater impact. The Department recognizes that it takes more than governments to address many global issues and believes that partnerships with the private sector, civil society, philanthropy and other non-governmental organizations are necessary for our national security and diplomacy objectives.”

IT IS HEREBY AGREED AS FOLLOWS:-

1. APPOINTMENTS:

The “COLLABORATION”, hereby appoints the following;

- a. **OFFICE OF THE PLATEAU STATE FIRST LADY,**
- b. **OFFICE OF THE SPECIAL ADVISER TO THE PLATEAU STATE GOVERNOR ON WOMEN AFFAIRS.**
- c. **SUPPORT WOMEN INITIATIVE TO TRANSFORM CHILDREN FOUNDATION (SWITCH)** to be its LEAD Nigerian, “government/private partner/collaborator,” for the **aforementioned Projects/Initiatives**, for the “COLLABORATION.”

2. COMMENCEMENT

The Agreement on the aforementioned **APPOINTMENTS** in pages 1-6 above, shall be for the period of Twenty (20) years commencing from the date of execution by the parties involved.

3. OBJECT OF THE AGREEMENT & SCOPE OF WORK

- i. The “**GOVERNMENT/PRIVATE PARTNER/COLLABORATORS**” undertakes to lead and champion the aforementioned Projects/Initiative for the, “COLLABORATION”, on targeted development and implementation.
- ii. The “**GOVERNMENT/PRIVATE PARTNER/COLLABORATORS**” undertakes to directly, negotiate, pay in full and handle the development of a Twenty (20) years strategies for impact intelligence, research and strategic

- planning, in compliance with United Nations, World Bank, United States and WHO Standards.
- iii. The **“GOVERNMENT/PRIVATE PARTNER/COLLABORATORS”** undertakes to provide the capacity building and training the trainers for staff and clients of the **“COLLABORATION”**
 - iv. The **“GOVERNMENT PARTNER/COLLABORATORS”** undertakes to facilitate and organise high impact meetings between the, **“PLATEAU State Government, Republic of Korean Embassy-Nigeria, UNDP-Nigeria, Organization of Economic Cooperation and Development (OECD)’s, and the relevant stake holders in Nigeria, Africa’s Lake Chad Basin Nations (Republic du Niger, Cameroon, Chad and Nigeria), Financers/Investors/ Sponsors, donor agencies,”** and the donor and impact target group.
 - v. The **“GOVERNMENT/PRIVATE PARTNER/COLLABORATORS”** directly, provides all financial requirements and sponsorships, undertakes to in collaborations with the **COLLABORATORS**, who bears no cost but under the sponsorship of, **“GOVERNMENT/PRIVATE PARTNER/COLLABORATORS,”** organize innovative strategic events designed to attract large volumes donors for combined resources towards actualising the targeted goals and management.
 - vi. The **“GOVERNMENT/PRIVATE PARTNER/COLLABORATOR,”** undertakes to provide thorough research, global target marketing intelligence and direction for social development goals for the **“COLLABORATION”**
 - vii. The **“GOVERNMENT/PRIVATE PARTNER/COLLABORATOR”** directly, provides all financial requirements and sponsorships, undertakes to directly, in partnership with the, **COLLABORATION**, organize Fund-raising for the **PROJECTS**.
 - viii. The management/administration of these collaboration shall be coordinated by the project/initiative manager organization to be appointed by the parties.
 - ix. The **“GOVERNMENT PARTNER/COLLABORATOR”** undertakes to provide the donors with the necessary up-to-date knowledge capable of positioning the donors as an effective and efficient global leader in social development endeavours.
 - x. The **“COLLABORATION,”** puts on record that Anambra State Government; Awka Capital Territory Development Authority (ACTDA) and Office of the Special Adviser to the Anambra State Government are also partnering with these **“COLLABORATION,”** to study the successes or otherwise of these projects/initiatives for the purpose of replicating same in Anambra state undertake same projects, as being agreed upon here for the Anambra State Government ONLY .
 - xi. The privity of contract between the parties that executed this collaboration exclude any third party, individual(s), organization(s), or any government department(s) within or outside Nigeria from interfering with these initiative/project.
4. **PROFESSIONALISM:**

The **“GOVERNMENT/PRIVATE PARTNER/COLLABORATOR”** undertakes to perform its obligations in partnership with the, **“COLLABORATION”** with reasonable skill, care, and diligence in the most competitive and efficient way in accordance with internationally accepted professional ethics, standards and practices and in accessible standard as approved by the United Nations, World Bank, World Health Organization (WHO), UNDP, Federal Republic of Nigeria,

The "GOVERNMENT/PRIVATE PARTNER/COLLABORATOR" undertakes to perform its obligations in a timely manner, by paying the same National/International standard rate to their representatives which includes, (a) Travel Expenses and Local Transportation; (b) Feeding, (c) Accommodation; (d) Daily Subsidiary Allowance (DSA) (e) professional fees or facilitators.

5. **CONFIDENTIALITY & INTELLECTUAL PROPERTY RIGHT(S)**

- i. Neither the parties nor any of their agents shall either during the subsistence of this Agreement or after its expiration, disclose or divulge any proprietary or confidential information about one another obtained in the course of this Agreement.
- ii. Nothing contained in this Agreement shall affect the Intellectual rights of the parties to this Agreement. This Agreement shall not operate as a direct or indirect assignment of licenses of any patent, copyright, registered design, trademark or any other proprietary right held by either party. This agreement is governed by the internationally established and recognized Intellectual Property Law.

6. **NON-CIRCUMVENTION:**

Neither of the parties herein, nor their agent(s) or assign(s), either during the subsistence of this agreement or after the specified period circumvent the terms and conditions in this collaboration with any 3rd party(s) or organization without the written consent of the other party(s) having been first sought for and obtained

7. The collaboration puts on record that: (a) The parties herein, shall have equal liabilities in an event where the collaboration fails pursuant to a default of the parties or their agent(s) (b) That the parties shall have a shared responsibility of ensuring the sustainability and success of the project

8. **TERMINATION:**

- i. This Agreement shall come into force upon due execution by the parties and shall remain in force for the term of Ten (10) years.
- ii. This Agreement may be terminated by a party giving the other party at least six months' notice in writing of its intention to do so **provided that** where the other party establishes a loss occasioned by unsettled expenses already made in the discharge of its obligations under this Agreement, the party initiating termination shall effective immediately, reasonably indemnify the other party for such loss.

9. **ASSIGNMENT OF OBLIGATIONS:**

Neither Party shall transfer nor assign its rights or obligations under this Agreement to any third party without the prior written consent of the other.

10. **FORCE MAJEURE:**

- i. The parties shall not be liable for failure to fulfil their obligations under this Agreement by reason of Force Majeure circumstances, which for the purposes of this Agreement are circumstances that would render the performance of this Agreement impossible.
- ii. In the event that a party to this Agreement cannot perform its obligations hereunder as a result of force majeure for a continuous period of 60 days, the other party may at its discretion terminate this Agreement by a written notice at the end of that period. In the event of such termination, the parties shall agree upon a fair and reasonable payment for all services provided up to the date of termination. Such

payment shall take into account any prior contractual commitments entered into in reliance on the performance of this Agreement.

11. **AMENDMENT:**

This Agreement shall be binding on both parties and shall only be modified by their written consent before or after the first 20 years.

12. **DISPUTE RESOLUTION/ ARBITRATION**

- i. The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising from or relating to this Agreement.
- ii. Where such amicable settlement fails, any dispute, controversy, or claim arising out of or relating to this Agreement or the breach thereof, shall be referred to the United Nations Charter, Nigerian appropriate law or Judicial legal department, Centre for International Commercial Arbitration, (provided that each party shall appoint its arbitrator and a neutral venue) USA under the applicable Arbitration Rules in the Schedule to the Arbitration and Conciliation Act, Chapter A18, Laws of the USA.

13. **GOVERNING LAWS**

This Turn-Key Agreement shall be governed by the United Nations Charter, Laws of Nigeria and the USA and the parties shall submit to the exclusive jurisdiction of the Nigerian and American Courts.

IN WITNESS WHEREFORE THE PARTIES SET THEIR HANDS AND SEALS
THIS DAY AND YEAR FIRST ABOVE WRITTEN.

**SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF THE,
"COLLABORATION."**

Sign: Eric N. Ufom
Name: Chief Eric Ndubueze Ufom,
Designation: President/CEO

In the presence of:

Name: Iyom Lady Ifeoma Beatrice Oni-Orisan

Sign: Beatrice I Oni-Orisan

Name: Mrs. Ngozi Pauline Ikebuaku

Sign: Ngozi Pauline Ikebuaku

**SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF THE,
"GOVERNMENT/PRIVATE PARTNER/COLLABORATOR"**

Sign: Her Excellency Mrs. Regina Bako Lalong
Name: Her Excellency Mrs. Regina Bako Lalong, First Lady of Plateau State
Designation: GOVERNMENT PARTNER/COLLABORATOR

In the presence of:

Name: Hon. Mrs. Felicia Yakzum

Sign: Felicia Yakzum

Name: Dr. John Kut-Dang Jinung

Sign: Dr. John Kut-Dang Jinung

Name: Mr. Bitrus Kelln Hosea

Sign: Bitrus Kelln Hosea

~~Name: Dr. John Kut-Dang Jinung~~

~~Signature~~

Done on this day 13th MARCH, 2017

BEFORE ME



COMMISSIONER FOR OATH/NOTARY PUBLIC

Iliya Anthony Sagai

