



Beylearning Instructor Acquisition Program

Course Production Agreement NG

This Instructor Agreement ("Agreement") is entered into as of [], by and between Beylearning Nigeria Ltd ("Beylearning"), having its principal place of business at 16 Faramobi Ajike Street, Anthony, Lagos, and [] ("Instructor"), residing at [Instructor's Address:].

1. Overview

This Agreement sets forth the terms and conditions under which the Instructor will provide instructional services for Beylearning.

2. Course Video Ownership

All course videos produced under this Agreement shall be the exclusive property of Beylearning, except as otherwise stated herein.

3. Instructor's Role and Responsibilities

3.1 Beylearning will guide and assist the instructor in creating compelling courses and will invest in the production and marketing of these courses. Course structure/curriculum creation is also the responsibility of instructors.

3.2 The Instructor agrees to share in the marketing efforts by promoting the course through personal networks and social media channels.

3.3 The Instructor commits to a structured instructorship program with Beylearning for either a two (2) - Three (3) month term per cohort, which includes the following:

3.3.1 Participate in the filming of the course.

3.3.2 Conduct a two (2) hours of live tutorial sessions biweekly with Beylearning's enrolled students, providing mentorship, guidance, and learning direction. These sessions will be held via Zoom, Teams, or Google Meet and will be facilitated by Beylearning or its representative.

3.4 The Instructor will receive an appearance fee of N25,000 for each biweekly (N200,000 for two months or N300,000 for three months) tutorial engagement with a cohort. 30% of the entire appearance fee to be paid at the end of the first month and 70% to be paid at the end of the cohort.

4. Upfront Fee

4.1 Beylearning will pay the Instructor an upfront fee of N250,000 for the time committed to producing the course. This payment will be made within one week after the completion of production.

5. Instructor Performance Evaluation

5.1 Instructor performance will be evaluated based on the following criteria:

5.1.1 Student Reviews and Feedback: Regular collection and analysis of student reviews and feedback.

5.1.2 Student Satisfaction: Measurement of overall student satisfaction with the course.

5.1.3 Student Performance: Evaluation of student progress and performance in the course.

5.1.4 Engagement Metrics: Monitoring student engagement with course content.

5.1.5 Instructor Responsiveness: Assessment of the Instructor's responsiveness to student inquiries and participation in live sessions.

5.1.6 Quality of Instruction: Evaluation of the educational value and clarity of the instruction provided.

5.1.7 Professionalism: Adherence to professional standards and conduct.

6. Production Duration and Availability

6.1 Course production duration will vary between two (2) to five (5) consecutive business days, as determined by Beylearning based on the course's complexity.

6.2 The Instructor agrees to be available and actively participate during the agreed-upon production period.

7. Production Location

Beylearning reserves the right to determine the location for course production, which may be at Beylearning's studio or another suitable location.

8. Confidentiality

8.1 Both parties agree to maintain the confidentiality of proprietary or confidential information obtained during the course of this Agreement.

9. Marketing and Promotion

9.1 Beylearning retains the right to market and promote the courses produced by the Instructor on its platform.

9.2 The Instructor agrees to cooperate with Beylearning in promotional activities, including interviews, blog posts, and social media posts. Failure to participate in these activities may constitute a breach of contract and lead to termination.

10. Quality Standards

10.1 The Instructor agrees to adhere to Beylearning's quality standards for content production, ensuring that the courses meet the platform's guidelines for educational value, technical quality, and engagement.

10.2 Beylearning reserves the right to request revisions or modifications to the content to meet these quality standards.

10.3 Instructors may request to make changes to their courses using the "Edit and Update" feature, subject to approval by Beylearning to ensure compliance with quality standards and community safety guidelines.

11. Independent Contractor Status

11.1 The Instructor acknowledges and agrees that they are an independent contractor and not an employee of Beylearning.

11.2 The Instructor is solely responsible for all taxes, withholdings, and other statutory obligations related to the compensation received under this Agreement.

12. Indemnification

12.1 The Instructor agrees to indemnify and hold Beylearning harmless from any claims, liabilities, damages, or expenses arising out of the Instructor's breach of this Agreement or any infringement of intellectual property rights.

13. Entire Agreement

13.1 This Agreement constitutes the entire understanding between Beylearning and the Instructor and supersedes any prior agreements or understandings, whether written or oral.

14. Force Majeure

14.1 Neither party shall be held responsible for any delay or failure to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, acts of government, labor disputes, or other unforeseen events.

15. Confidentiality and Non-Disclosure

15.1 The Instructor agrees not to disclose any confidential information obtained during the term of this Agreement, both during and after its termination.

15.2 Confidential information includes, but is not limited to, trade secrets, business plans, financial information, and other proprietary information related to Beylearning's operations.

16. Governing Law and Dispute Resolution

16.1 This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

16.2 Any dispute arising out of or in connection with this Agreement shall be resolved through good faith negotiations between the parties. If not resolved, the parties agree to submit the dispute to mediation before resorting to legal action.

17. Term and Termination

17.1 This Agreement shall commence on the Effective Date and continue unless terminated earlier as provided herein.

17.2 Either party may terminate this Agreement upon written notice if the other party breaches any material term or condition and fails to cure such breach within a reasonable timeframe.

18. Notices

18.1 Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given when sent by email to the respective email addresses of the parties.

19. Survival

19.1 The terms and conditions of this Agreement that by their nature extend beyond the termination of this Agreement shall survive the termination.

20. Relationship of the Parties

20.1 Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between Beylearning and the Instructor.

21. Insurance

21.1 The Instructor shall maintain appropriate insurance coverage, including but not limited to liability insurance, to cover any potential claims arising out of the Instructor's services under this Agreement.

22. Assignment

22.1 This Agreement may not be assigned by either party without the prior written consent of the other party, except that Beylearning may assign this Agreement without the Instructor's consent in connection with a merger, acquisition, or sale of all or substantially all of its assets.

23. Severability

23.1 If any provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

24. Waiver

24.1 The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

25. Amendments

25.1 This Agreement may only be amended in writing and signed by both parties.

26. Intellectual Property

26.1 The Instructor represents and warrants that any content, including but not limited to course materials, videos, and other instructional materials, provided to Beylearning for use in connection with the courses does not infringe upon any intellectual property rights of any third party.

26.2 All intellectual property rights in the course content created by the Instructor during the term of this Agreement shall be owned by Beylearning, except for pre-existing materials owned by the Instructor, which shall remain the property of the Instructor.

26.3 The Instructor grants Beylearning a non-exclusive, royalty-free, perpetual, irrevocable, and transferable license to use, reproduce, distribute, display, and create derivative works from the pre-existing materials incorporated into the course content.

27. Representations and Warranties

27.1 The Instructor represents and warrants that they have the full right, power, and authority to enter into this Agreement and to perform all of their obligations hereunder.

27.2 Beylearning represents and warrants that it has the full right, power, and authority to enter into this Agreement and to perform all of its obligations hereunder.

28. Termination for Cause

28.1 Beylearning may terminate this Agreement immediately upon written notice to the Instructor if the Instructor:

28.1.1 Commits a material breach of any term of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice of such breach from Beylearning.

28.1.2 Engages in any conduct that, in the reasonable opinion of Beylearning, may harm or tarnish the reputation or goodwill of Beylearning.

29. Effects of Termination

29.1 Upon termination of this Agreement for any reason, the Instructor shall immediately cease all use of any Beylearning materials and shall return to Beylearning any materials in the Instructor's possession.

30. Amendments: This Agreement may only be amended in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

For Beylearning Name and Signature _____

For the Instructor Name and Signature _____