

STUDENT ENROLMENT AGREEMENT

BETWEEN

MORINGA SCHOOL LIMITED
(The Institution)

and

Brian Joe Kamau, Student Name
SDF-FT11AP0HYBRID, Course Name
SDF-FT11AP0HYBRID, Cohort
2024-09-09, Start Date
2025-03-14, Estimated End Date

This Student enrollment agreement is entered into on the _____ Sep 6, 2024 4:45 PM _____, by and between:

A. Moringa School Limited a Private Limited Company duly incorporated under the Laws of Republic of Kenya, of registration P.O. Box 28860 G.P.O of the first part, with its registered address at 1st Floor, Ngong Lane Plaza, Ngong Lane, Nairobi. (hereinafter referred to as Moringa School/The Institution).

And

B. Students Details

Full Names: Brian Joe Kamau

ID / Passport number: 36572235

Telephone number: 0742 386703

Personal address:00100

Email address:brian.kamau1@student.moringaschool.com

Next of Kin details:

Name:Emily Muthoni Kamau

Id Number:13299417

Telephone and Email address:0729211711

This agreement is legally binding when signed by the student and accepted by the institution. The Agreement covers the entire period of study with the institution until the completion of the chosen program of study. The parties agree to keep, perform, and fulfill the promises, conditions, and agreements below:

1. Admissions

1.1 The admission and continued admission to the Moringa School course is subject to:

1. Payment of the Program tuition fees as specified in Section 3.
2. Class attendance at specified times and locations as outlined in the [Student Handbook](#).
3. Acquisition of the necessary tools, materials, and or equipment required for the duration of the course such as laptops or other items as instructed by the Technical Mentors.

1.2 Without prejudice to any other rights and remedies which the institution may possess, Moringa School reserves the right to refuse, revoke, cancel, withdraw, and/or terminate the enrolment or cease to provide the services to an individual or student if:

- a. The Applicant does not meet the admission requirements.
- b. The Applicant or Student provides documents that contain false, fraudulent and/or missing information.
- c. The Student violates or threatens to violate the rules and guidelines contained in the Student Handbook and other institutional policies.
- d. The Student without reasonable cause fails, neglects and/or refuses to attend at least 80% of the classes.
- c. The Student fails to meet the minimum course standard and or grade as provided by Moringa School.
- e. Despite previous notices from Moringa School, the Student persistently or flagrantly neglects to comply with any of his obligations under this Agreement.

2. Finance

Finance

2.1 The fees agreed for the selected course shall be remitted to Moringa School as shown in section 3 below, and the total amount of fees shall be paid either upfront, in 2 installments, 3 installments and 4 installment.

2.2. The fees will be paid to the MPESA or bank account details provided below:

Student Payment Portal

Pay via our portal<https://msio.moringaschool.com/payment> Please click the link above and enter the email address you used to apply to Moringa School when prompted.

Bank Payment

Bank: I&M Branch: Karen

Account name: MORINGA SCHOOL LIMITED

Account number: 00801051711210 (USD)

Account number: 00801051711810 (KES)

Swift code: IMBLKENA

Bank code: 057008

Bank Address: 30238 - 00100 Nairobi GPO, Kenya

3. Payment Plan

Moringa School offers various opportunities for Students to increase accessibility to our programs. The Student may enter into a payment plan for the duration of their enrolment. The installment payment plan allows students to pay the fee throughout the program at an additional cost. The payment plan is offered in the following options:

1. Upfront Remote

	Amount to be paid	0%Interest charge	Total amount payable
First payment	174,000	_____	_____

1. Two installments- Remote

- The total amount paid after the end of the program will be **Ksh 176,610**
- This installment plan **ACCRUES a 1.5% interest** charge per month as per the payment schedule below.

	Amount to be paid	1.5%Interest charge	Total amount payable
First payment	87,000	1,305	88,305
Second payment	87,000	1,305	88,305

Three installments - Remote

- The total amount paid after the end of the program will be **Ksh 179,220**
- This installment plan **ACCRUES a 3% interest** charge per month as per the payment schedule below

	Amount to be paid	3%Interest charge	Total amount payable
First payment	58,000	1,740	59,740
Second payment	58,000	1,740	59,740
Third payment	58,000	1,740	59,740

Four installments -Remote

- The total amount paid after the end of the program will be **Ksh 184,440**
- This installment plan **ACCRUES** a 6% interest charge per month as per the payment schedule below

	Amount to be paid	6%Interest charge	Total amount payable
First payment	43,500	2,610	46,110
Second payment	43,500	2,610	46,110
Third payment	43,500	2,610	46,110
Fourth Payment	43,500	2,610	46,110

Upfront - Hybrid

- The total amount to be paid is **Ksh 200,000**
- Fees must be paid in **FULL** by May 26th, 2023

Two installments - Hybrid

- The total amount paid after the end of the program will be **Ksh 203,000**
- This installment plan **ACCRUES** a 1.5% interest charge per month as per the payment schedule below.

Payment	Amount to be paid	1.5%Interest charge	Total amount payable
First payment	100,000	1,500	101,500
Second payment	100,000	1,500	101,500

Three installments- Hybrid

- The total amount paid after the end of the program will be **Ksh 206,000**
- This installment plan **ACCRUES** a 3% interest charge per month as per the payment schedule below

Payment	Amount to be paid	3%Interest charge	Total amount payable
First payment	66,667	2,000	68,667
Second payment	66,667	2,000	68,667
Third payment	66,667	2,000	68,667

Four installments - Hybrid

- The total amount paid after the end of the program will be **Ksh 212,000**
- This installment plan **ACCRUES** a 6% interest charge per month as per the payment schedule below

Payment	Amount to be paid	6%Interest charge	Total amount payable
First payment	50,000	3,000	53,000
Second payment	50,000	3,000	53,000
Third payment	50,000	3,000	53,000
Fourth Payment	50,000	3,000	53,000

3.3. The Student shall not change, amend, cancel, refuse, or revoke the installment plan chosen upon signing this Agreement unless the change, amendment, and/or cancelation is requested in writing within five days after signing this agreement.

3.4. If a student fails to make their second installment payment by the specified dates outlined in the payment plan, a default fee of 10,000 will be applied immediately. The student will then be required to settle the KES 10,000 in addition to the anticipated payment. Failure to do so will result in immediate deactivation from Canvas.

For example, if the second installment was 53,000 and the student has not made the payment by the set date on the installment plan, the overall expected amount will be 63,000 to ensure their account is activated.

3.5. Any student who does not comply with the agreed fee payment dates dependent on the installment plan chosen will be denied access to the Learning Management System(LMS) or be subjected to rejoining the next class.

3.6. Students opting for installment payments can only switch their plan during their second installment payment, after which they are responsible and held accountable for adhering to the selected plan.

3.7. Students wishing to change their learning program, such as switching from remote to hybrid or part-time to full-time, require approval from the student support team and Finance, will advise on the financial implications of the change.

4. Deferment, withdrawal, or dropout

4.1. A student may withdraw from the Institution after the commencement of classes by providing written notice to the Head of Campus, Technical Mentor, and the Admissions department indicating the reasons for the withdrawal and the expected last date of attendance. In addition, the student must fill out this [exit form](#) notifying the institution of the withdrawal.

4.2 The program allows for a 6-month deferral period for a student, after which their admission shall be considered null and void. Any fees paid shall not be refunded or available for use beyond the deferral period. It is the responsibility of the student to make arrangements to resume their studies within the stipulated period.

(In the event a student defers from the program for a period of one year after being issued a letter of acceptance by Moringa, they should communicate their intention of rejoining the institution prior to the commencement of the class)

1. In order to defer a course in line with Clause 4 of this agreement; The Student must provide written notice to the Head of Campus, the Admissions Team, and their Technical Mentor indicating the reasons thereof, expected the last date of attendance, and the expected return date.
2. In the event that a student chooses to defer during the mid-phase, they shall be obligated to remit a fee of Kes. 20,000 prior to retaking the phase upon resumption.

4.3. A student is deemed to have dropped out of the program where after registration and payment of fees he/she:

- a. Cancels, and or withdraws their enrolment into the program subject to Section 4.
- b. Without reasonable cause fails, neglects and/or refuses to attend 88% of any module.
- c. Despite previous notices from the institutions, the Student persistently or flagrantly neglects to comply with any of his obligations under this Agreement.
- d. The institution cancels and revokes their admission subject to the terms of this Agreement.

5. Refunds

Fees that are paid are generally **non-refundable** and **non-transferable**, but there are certain circumstances under which a refund may be possible. These include situations where the School is unable to offer the course that was applied for, where an offer of enrollment is withdrawn (excluding cases where incomplete or incorrect information was provided), where a student is unable to attend due to health reasons (documented by certified documentation and proof is attached), or where the student has overpaid tuition fees due to their chosen learning mode. However, if a student decides to drop out, withdraw, or defer from the program, they are not entitled to a refund of the fees that they have paid.

6. Miscellaneous

6.1. Moringa School and/or its affiliates have the right to use the data collected during your enrollment in the program. The consent shall constitute an unlimited, unencumbered, royalty-free, irrevocable, and perpetual right and license to Moringa School.

6.2. The Student will maintain and restrict access to the Confidential Information provided and or received from the institution and or its affiliates, and shall not divulge or reproduce Confidential Information to any person or agency. The Confidential information includes but isn't limited to course instructional/teaching/learning materials, course modules, course content, and or course delivery/instruction manner and style, all of which are of a proprietary nature and are the Intellectual Property (defined in the Student Handbook) of Moringa School.

6.3. The Student agrees and grants Moringa School and or its affiliates a royalty-free, irrevocable, and perpetual right and license to use his/her name, image, and or likeness (including voice recording) in such marketing media, without any need to require further or additional consent and the Student hereby waives any image rights that may be recognized in law.

6.4. The Student must abide by Moringa School's rules, guidelines, and policies as set out in the [Student Handbook](#) (as may be amended from time to time), posted on the Moringa School notice boards, and /or communicated by Moringa School representatives.

6.5. Moringa School reserves the right to:

1. Reschedule the program start and end date when the number of students scheduled to join the Cohort is below the minimum number required in a class.
2. Discontinue, and or drop a Student from the program for unsatisfactory performance, failure to pay tuition fees, or to abide by School rules and guidelines.

6.6. Moringa School does not guarantee job placement upon completion of the course/program and or graduation. However, during the Professional Development period (Pro-Dev), students will have access to Moringa School's resources as they seek and secure employment for a period of 3 months after program completion. Students are barred from using Moringa resources (for example, curriculum and instructional materials) for individual commercial gain.

6.7. No modification or waiver of any provision of this Agreement and no consent to any departure therefrom shall be effective unless; such modification or waiver shall be in writing and signed by each Party hereto, and the same shall then be effective only for such period, and on the conditions, and for the specific instances and purposes specified in such writing.

6.8. The validity, construction, and performance of this Agreement shall be governed by the laws of the Republic of Kenya.

6.9. This Agreement constitutes the whole Agreement between the Parties hereto and no variations thereof shall be effective unless made in writing. Each of the Parties hereby acknowledges that it is not entering into this Agreement or the agreements to be entered into hereunder in reliance upon any representations whether express or implied other than those made or expressly referred to herein. This Agreement supersedes and replaces any Agreement whatsoever that may have subsisted between the Parties hereto in any way relating to the subject matter hereof.

7. Data Protection

Moringa School Limited is registered as a Data Controller with the Office of the Data Protection Commissioner (ODPC) (Serial No: 01842; Identification 798-6719-3B3C) we are committed to ensuring that the data we process is handled by data protection law.

7.1. "Personal data" means any information relating to an identified or identifiable natural person (a "data subject"). An identifiable natural person can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

7.2 Under the Data Protection (General) Regulations, 2021, Moringa School, in its capacity as a data controller under the Data Protection Act, 2019, must obtain your voluntary, explicit, affirmative, and informed consent before it can collect or process any personal data for a lawful basis, including, but not limited to, demographics, pictures, admission and enrollment, guardian details, special indicators, survey responses, study, internship et cetera. For more information on how Moringa School uses personal data, please review our Data Protection Policy

7.3 Notwithstanding anything to the contrary herein, Moringa School may process personal data without the data subject's consent under certain other lawful bases, including when processing is necessary for the performance of a contract to which a data subject is a party; when processing is necessary for compliance with a legal obligation to which Moringa School is subject; or when processing is necessary to protect vital interests, such as the life of a data subject. Personal data will be handled and processed only by the persons who are responsible for the necessary activities for the purpose above.

7.4 By signing this agreement, you (data subject) give your permission to Moringa School to process your personal and sensitive

data for the purpose of purpose terms of our [Data Protection Policy](#). Therefore, you should carefully read and understand the policy before signing it. You should also be aware of your rights under data protection law, such as the right to access, rectify, and erase your data. As a Data Subject, it is also within your right to withdraw your consent at any time. To seek any other clarification, please write to dpo@moringaschool.com

8. Notices

All notices or other communications to be given under this Agreement to any Party shall be made in writing and delivered by hand or sent by email. Such notices and or other communication shall be deemed to be duly received by the addressee, in the case of hand delivery, at the time of delivery and in the case of an email, at 9.00 a.m. one (1) Business Day after the day when the email was sent.

8.1. The Parties' addresses for service of notices shall be as follows:

8.2. In the case of a notice or communication to the Institution:

To: Moringa School Limited

Ngong Lane Plaza, Ngong Road

For the attention: Head of Campus/Admissions Team

E-mail: bernard.musau@moringaschool.com / admissions@moringaschool.com

Telephone Number:0207643533.....

In the case of a notice or communication to the Student:

□□

To: Brian Joe Kamau

E-mail: brian.kamau1@student.moringaschool.com

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the effective date and agree to be legally bound by the terms and conditions contained herein:

For and on behalf of Moringa School Limited

Name: Bernard Musau

Signature:

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Signed on: Sep 6, 2024 4:45 PM

Student and or Student Representative(Parent/Guardian)

Name: Brian Joe Kamau

Signed on: Sep 6, 2024 4:45 PM

Document Reference

:

7624fe34-9536-4ec1-9e93-c57ce61dbef9

Document Title

:

Software Engineering Full Time Moringa Student Contract

Document Region

:

Northern Virginia

Sender Name

:

Moringa Student Support

Sender Email

:

student_support@moringaschool.com

Total Document Pages

:

8

Secondary Security

:

Not Required

Participants

1. brian.kamaul@student.moringaschool.com (brian.kamaul@student.moringaschool.com)

Document History

Timestamp	Description
09/06/2024 20:46PM UTC	Email sent to brian.kamaul@student.moringaschool.com (brian.kamaul@student.moringaschool.com).
09/06/2024 20:46PM UTC	Email sent to Moringa Student Support (student_support@moringaschool.com).
09/06/2024 20:53PM UTC	Document viewed by brian.kamaul@student.moringaschool.com (brian.kamaul@student.moringaschool.com). 102.217.126.3 Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/128.0.0.0 Safari/537.36
09/06/2024 20:56PM UTC	brian.kamaul@student.moringaschool.com (brian.kamaul@student.moringaschool.com) has agreed to terms of service and to do business electronically with Moringa Student Support (student_support@moringaschool.com). 102.217.126.3 Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/128.0.0.0 Safari/537.36
09/06/2024 20:56PM UTC	Approved by brian.kamaul@student.moringaschool.com (brian.kamaul@student.moringaschool.com). 102.217.126.3 Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/128.0.0.0 Safari/537.36
09/06/2024 20:56PM UTC	Document copy sent to Moringa Student Support (student_support@moringaschool.com).
09/06/2024 20:56PM UTC	Document copy sent to brian.kamaul@student.moringaschool.com (brian.kamaul@student.moringaschool.com).