



DATED THIS 24th DAY OF SEPTEMBER 2024

ENTREPRENEURSHIP SUPPORT PROGRAM AGREEMENT

POWER-LEARN PROJECT





This ENTREPRENEURSHIP AGREEMENT (“Agreement”) is made and is effective on the 03 day of October _____ 2024

BETWEEN:

POWER-LEARN PROJECT (REG NO. O.P218/051/22-009/12454) whose address for the purpose hereof is P.O Box 1447-00606, Nairobi (hereinafter referred to as the “PLP”) of the other part.

AND

TAE132896 (I.D NO /Passport No ✓) and for purposes hereof of P.O Box 6001 DSM (hereinafter referred to as the “Alumnus” which expression shall where the context so admits include, its successors in title/and or personal representatives and permitted assigns) of the other part;

Herein jointly referred to as “**The Parties**”

WHEREAS

- A. PLP is Pan-African social impact Organization committed to empowering young Africans with essential technical skills and fostering comprehensive talent development.
- B. PLP has established a Startup Support Program for their Alumni designed to assist aspiring entrepreneurs in bridging the gap between ideation and execution, providing them with the necessary skills, knowledge, and resources to transform their scalable projects into fully-fledged startups.
- C. The Alumnus has successfully completed training aimed at fostering comprehensive talent development in the technology sector and seeks to further develop and grow their project, which was initiated during the training.
- D. The the parties recognize the need to empower program beneficiaries wit



- E. h the tools required to overcome obstacles in the competitive startup ecosystem and to create a supportive environment for the growth of sustainable businesses that contribute to economic development and job creation;
- F. The Parties wish to record their mutual agreement, define their rights and obligations, and outline the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreement contained herein , it is agreed as follows:

1. OBJECTIVES

- 1.1. The primary objective of this Agreement is for the Parties to collaborate in the implementation of the Startup Support Program by allowing the alumni and ongoing cohort members to leverage the resources, expertise, and networks within PLP.
- 1.2. The program aims to:
 - 1.2.1. Equip entrepreneurs with the essential skills to develop and package their business ideas into viable products and services.
 - 1.2.2. Provide capacity building to enhance the startup ecosystem and prepare entrepreneurs for pitching to potential Stakeholders.
 - 1.2.3. Facilitate access to Stakeholders and incubation hubs, thereby increasing the chances of securing funding and support for scaling operations.

2. RESPONSIBILITIES OF THE PARTIES

- 2.1. PLP agrees to:
 - 2.1.1. Design and deliver training sessions, boot camps, and webinars covering foundational knowledge, business model development, legal compliance, financial planning, and other relevant topics.
 - 2.1.2. Organize and facilitate pitching competitions, demo days, and stakeholders engagement events.
 - 2.1.3. Provide the Alumnus with access to connections in its ecosystem to accelerator programs, incubation hubs and investor networks.

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- 2.1.4. Provide ongoing mentorship and post-demo day support to the Alumnus.
 - 2.1.5. Integrate the Alumnus into an alumni network that fosters collaboration, learning, and growth.
 - 2.2. The Alumnus agrees to:
 - 2.2.1. Actively participate in the Startup Support Program and engage in all training, mentoring, and networking opportunities provided.
 - 2.2.2. Develop and refine their business ideas in alignment with the program's objectives.
 - 2.2.3. Collaborate with mentors and other program participants to enhance their entrepreneurial skills.
 - 2.2.4. Maintain regular communication with PLP regarding their progress and challenges faced during the program.

3. PARTICIPATION CRITERIA

- 3.1. Participation in the Startup Support Program is contingent upon the Alumnus meeting the following criteria:
 - 3.1.1. A scalable business project or startup idea that aligns with the objectives of the program.
 - 3.1.2. A commitment to participating in all phases of the program, including training, pitching competitions, and stakeholder engagements.
 - 3.1.3. A willingness to collaborate and engage with mentors and other program participants.

4. FUNDING AND RESOURCE ALLOCATION

- 4.1. PLP will be responsible for securing the necessary funding and resources to implement the Startup Support Program. This may include seeking grants, donations, and sponsorships from external partners.
- 4.2. The Alumnus may also contribute resources, including in-kind contributions such as time, effort, and active participation in program activities and monetary contribution as shall be advised by PLP.



5. CHARITABLE NATURE OF THE PROGRAM

- 5.1. The Startup Support Program is a charitable activity designed to provide subsidized support to the Alumnus, enabling them to access opportunities that may not otherwise be available. It is hereby agreed that the program shall at all times be contingent on the availability of the funding
- 5.2. It is further agreed that:
 - 5.2.1. PLP shall not have an automatic right to claim an equity interest or ownership stake in the Alumnus Program by virtue of this Agreement.. However, PLP expressly reserves the right, at their sole discretion, to negotiate and claim an equity interest or ownership stake in the Alumnus Company at any point in the future, should they deem it appropriate.
 - 5.2.2. If the Parties agree and PLP makes a further investment in the Entrepreneur's company, the terms of the investment, including any equity stake, shall be negotiated in a separate agreement. For all intents and purposes, the investment by PLP by virtue of this Agreement shall at that time and at all times be considered an investment into the Alumnus company.

6. TERM

This Agreement shall commence on the date it is signed by both parties and shall remain in effect until the earlier of:-

- 6.1. The Entrepreneur successfully exits the PLP startup journey;
- 6.2. Termination in accordance with Clause 9.

7. INTELLECTUAL PROPERTY

All intellectual property rights in the materials, products, and deliverables created by the Alumnus during the term of this Agreement shall remain vested in the Alumnus. However, if any intellectual property is jointly developed or created by both parties as part of the services rendered under this Agreement, ownership of such intellectual property shall be negotiated and agreed upon in writing.

8. INDEMNIFICATION

Each Party (the 'Indemnifying Party') agrees to indemnify, defend, and hold harmless the other Party (the 'Indemnified Party'), its affiliates, and their respective directors, officers, employees,

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and agents from and against any and all liabilities, claims, damages, losses, costs, and expenses (including reasonable legal fees) that the Indemnified Party may incur or suffer as a result of any claim or action arising out of or in connection with the Indemnifying Party's performance or non-performance under this Agreement, except to the extent caused by the Indemnified Party's gross negligence or willful misconduct.

9. REPRESENTATIONS AND WARRANTIES

- 9.1. The Parties represent and warrant to each other that:
- 9.1.1. they have full legal rights, power and authority to enter into and perform their obligations under this Agreement.
 - 9.1.2. the information furnished by or on behalf of each Party in relation to this Agreement is correct and accurate and will remain correct and accurate in all material respects during the period of engagement.
 - 9.1.3. they own any and all Intellectual Property (IP) (as defined and further provided for in this agreement) they incorporate in the output and have obtained valid licenses for all third-party material used in the Program and thus all said IP is free from any encumbrance.
 - 9.1.4. there are no proceedings pending or, to their knowledge, threatened and there is no existing basis for any such proceedings against or affecting them by or before any court, arbitrator or other governmental authority which, if adversely determined, individually or in aggregate might be reasonably expected to materially and adversely affect their properties, assets, business, prospects, profits or condition or their ability to perform their obligations under this Agreement;
 - 9.1.5. the execution, delivery and performance of this Agreement will not violate any applicable laws, or any contract or agreement binding upon them.
 - 9.1.6. this Agreement constitutes legally valid, binding and unconditional general obligations of the Parties enforceable against them in accordance with the terms hereof.

10. CONFIDENTIALITY

- 10.1. Confidential information means any written or verbal information that:
- 10.1.1. Is about each party's business or affairs;
 - 10.1.2. Is about the conduct of each party under this Agreement and the during the term of this Agreement;
 - 10.1.3. A party informs the other party that which it considers it confidential and/or proprietary;
 - 10.1.4. A party would reasonably consider to be confidential in the circumstances; and
 - 10.1.5. Does not include information that a party can establish:

- 10.1.5.1. Was in the public domain at the time it was given to that party;
 - 10.1.5.2. Became part of the public domain, without that party's involvement in any way, after being given to the party;
 - 10.1.5.3. Was in party's possession when it was given to the party, without having been acquired (directly or indirectly) from the disclosing party; or
 - 10.1.5.4. Was received from another person who had the unrestricted legal right to disclose that information free from any confidentiality obligation.
- 10.2. By virtue of this agreement, the Parties may have access to information that is confidential to one another ("Confidential information"). Confidential information shall be limited to the terms under this agreement, and all information clearly identified as confidential.
- 10.3. This Clause shall survive the termination of this Agreement.
- 10.4. Both Parties agree to disclose confidential information only to those employees or agents who are required to access it in furtherance of this agreement and who are required to protect it against unauthorized disclosure.
- 10.5. Nothing shall prevent either Party from disclosing the terms under this agreement, or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement.

11. NON-DISCLOSURE

Each Party agrees that except as directed by the other and in the ordinary course of business the other Party will not disclose to any person or use directly or indirectly, for their own benefit or the benefit of others, any Confidential Information or permit any person to examine or make copies of any documents that may contain or are derived from Confidential Information.

12. TERMINATION

- 12.1. This Agreement shall be determined and dissolved upon:
- 12.1.1. the unanimous agreement of the Parties to terminate;
 - 12.1.2. either Party committing an act involving dishonesty, disloyalty or fraud;
 - 12.1.3. either Party breaching a warranty or failing to perform any material obligation;
 - 12.1.4. a material breach of this Agreement;
 - 12.1.5. the death or bankruptcy of one or both Parties.



- 12.2. Notwithstanding the provisions above, this Agreement may be Terminated by either party hereto by giving **Thirty (30) DAYS** written notice to the other Party of such Termination.
- 12.3. Upon termination of this Agreement neither Party shall have any further obligation other than for accrued rights.

13. DISPUTE RESOLUTION

- 11.1. The Parties to this Agreement shall provide notice to each other in the event of any disputes arising out of this Agreement and shall seek to amicably resolve within Ten (10) days through negotiation and cooperation, any such dispute concerning the application or interpretation of the Agreement.
- 11.2. Upon lapse of the ten (10) days, the Parties shall refer the matter to their Advocates and where the dispute is not resolved within fourteen (14) days then the parties may submit to the dispute to a court of competent jurisdiction.

12. DATA PROTECTION

- 12.1. Data provided by the Parties or collected from any other third parties is governed in accordance with the provisions of the Data Protection Act No 24 of 2019 Laws of Kenya.
- 12.2. The Parties agree to adhere to ethical standards in gathering, using, sharing and safeguarding any information and data provided by the other party.

13. FINAL PROVISIONS

- 13.1. This Agreement constitutes the entire understanding of the Parties and may not be altered, unless the same is agreed upon in writing, signed and acknowledged by the Parties.
- 13.2. No Party shall be liable to the other for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the Agreement and such course of conduct did not constitute negligence or willful misconduct. However, each of the Parties shall be liable for any willful misconduct or the failure to act in good faith as contemplated in this Agreement.
- 13.3. Neither party may assign or transfer this Agreement or any rights or obligations thereunder whether by operation of law or otherwise without the prior written consent of the other party.
- 13.4. This Agreement shall inure to the benefit of the Parties and be binding upon the Parties hereto and their respective heirs, legal representatives, successors and permitted assigns.



I **CERTIFY** that the **Alumni** has freely and voluntarily executed this Agreement on the date stated here-above and understood its contents.

.....
Signature and designation of the person certifying.

SIGNED by Representative of
PLP

In the presence of:

] _____
]
] SIGNATURE: _____
] DATE: _____
] ID No: _____
] PIN NO: _____

I **CERTIFY** that the Director of the **PLP** has freely and voluntarily executed this Agreement on the date stated here-above and understood its contents.

.....
Signature and designation of the person certifying.

DRAWN BY:

J.Nyambura Wanderi
Legal Counsel-Power Learn Project
P105.12715/16
LSK/2024/00210
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