

Business And Charity Account

1. Introduction

This Agreement, hereinafter referred to as the "Partnership Agreement," establishes the terms and conditions governing the collaborative partnership between the EDUCATE AFRICA LTD known with trade name "EduFund for Africa", a recognized Edu FinTech Organisation with a presence in the United Kingdom, Nigeria, and the United kingdom, and the Charities and institutions they work with (collectively referred to as the "Parties").

The purpose of this Partnership Agreement is to outline the framework and responsibilities of the Parties in achieving common objectives related to education, fundraising, and the advancement of educational opportunities. This Agreement encompasses a multifaceted partnership aimed at raising funds to support educational initiatives, fostering access to quality education, and facilitating the pursuit of degrees through EduFund for Africa's affiliated universities.

Both Edufund for Africa, and the institutions recognize the transformative power of education as a "great equalizer" and a force for societal progress and individual empowerment. This partnership seeks to harness their respective expertise and resources to bridge educational gaps, particularly in underserved regions, and promote inclusivity in education. By combining their strengths, the Parties aim to make education accessible, affordable, and enriching for a broader spectrum of individuals, thereby contributing to the overall development of communities and societies on the African continent.

This Agreement sets the rights, obligations, and operational guidelines governing the partnership between Edufund for Africa and the institutions affiliated, emphasizing transparency, accountability, and the shared commitment to the mission of providing educational opportunities to those who face barriers to learning. The Parties understand the significance of their collaboration in advancing the cause of education and hereby pledge to work diligently and in good faith to achieve their mutually beneficial goals.

By entering into this Partnership Agreement, both Edufund for Africa, the individuals and the institutions intend to create a lasting impact on education, empower learners, and inspire positive change, reflecting their shared vision of a world where educational opportunities are within reach for all.

2. Partner Objective

The Parties, in recognition of their shared commitment to the transformative power of education and their desire to democratize education, hereby enter into this Partnership Agreement with the following objectives:

2.1. Fundraising for Educational Initiatives

2.1.1. Fundraising Initiatives: The Parties commit to a collaborative effort to organize and execute fundraising initiatives, campaigns, and activities with the primary goal of mobilizing financial resources. These resources are to be allocated to support a wide range of educational initiatives, programs, and projects, with a special emphasis on reaching and empowering underserved individuals of African decent who may face obstacles in accessing quality education.

2.1.2. Fund Utilization: The funds raised through the joint fundraising efforts shall be allocated strategically to:

- Educate deserving learners, including but not limited to beneficiaries of these institutions on the Edufund forAfrica Platform as well as Edufund for Africa's affiliate Universities' Platform.
- Enhance educational infrastructure, resources, and materials that contribute to the overall quality and accessibility of their education.
- Foster the development and expansion of educational programs, initiatives, and projects aimed at addressing educational disparities and promoting learning opportunities for individuals across various socioeconomic backgrounds.

2.1.3. Sustainable Funding: The Parties aspire to establish a sustainable source of funding for ongoing and future educational initiatives, ensuring that the impact of this partnership extends well into the future.

2.2. Facilitating Educational Advancement through EduFund for Africa's Affiliated Universities

2.2.1. Educational Opportunities: EduFund for Africa shall facilitate and promote educational opportunities, including but not limited to degree programs, certifications, and skill development courses, offered through its affiliated universities.

2.2.2. Accessible Learning: The Parties commit to making education accessible to a broader spectrum of learners of African decent, including those who may not have had the opportunity to pursue higher education without financial support.

2.2.3. Academic Support: EduFund for Africa, in collaboration with the Individuals, institutions and Charities, shall provide academic support, mentorship, and guidance to beneficiaries pursuing educational programs, fostering an environment conducive to academic excellence.

2.2.4. Monitoring and Evaluation: The Parties acknowledge the importance of ongoing assessment and improvement of educational initiatives. Therefore, they will jointly conduct periodic evaluations of program outcomes and impact to ensure that resources are utilized effectively and that learners receive high-quality education.

2.3. Empowering Through Education

The Parties recognize that education serves as a catalyst for individual empowerment, community development, and societal progress. As such, they are united in their commitment to advancing education as a means of fostering personal growth, economic opportunity, and positive societal transformation.

By working together under this Partnership Agreement, the Parties aspire to unlock the full potential of education and create lasting change in the lives of beneficiaries, their communities, and Africa as a whole.

3. Fundraising

3.1. Fundraising Initiatives

3.1.1. Collaborative Efforts: EduFund for Africa, affiliated individuals and institution shall actively collaborate to conceive, plan, and execute various fundraising initiatives, campaigns, and activities. These efforts are undertaken with the objective of generating substantial financial resources to support students via initiatives, and projects.

3.1.2 Diverse Fundraising Approaches: The Parties shall explore and employ diverse fundraising approaches, leveraging their respective networks, resources, and creativity to maximize the impact of these initiatives. Fundraising may encompass online and offline events, donor outreach, grant applications, and partnerships with other organizations that share the mission of advancing education.

3.1.3 Beneficiary-Centric Fundraising: Fundraising initiatives shall prioritize the needs and aspirations of the beneficiaries, aiming to ensure that financial support is allocated strategically to empower underserved individuals and communities on the African continent through education.

3.1.4 Edufund for Africa Sponsorship Rights: In recognition of EduFund for Africa's sole sponsorship of these initiatives, EduFund for Africa reserves exclusive rights to approve all fundraising activities, campaigns, and events. This includes, but is not limited to, the selection of partners, event formats, fundraising channels, and promotional materials. EduFund for Africa's prior written consent is required for any deviations from agreed plans or for introducing new fundraising initiatives.

3.2. Donations Management

3.2.1. Dedicated Fund Account: All funds raised through the joint fundraising efforts shall be deposited into a dedicated EduFund for Africa business account established for this purpose ("Dedicated Business Account"). This ensures direct oversight by EduFund for Africa and transparent tracking of funds.

3.2.2. Oversight and Control: Given EduFund for Africa's role as the sole sponsor, EduFund for Africa shall assume primary oversight and control over the management of the Dedicated Business Account. This includes but is not limited to monitoring inflows and outflows, maintaining accurate financial records, and ensuring compliance with applicable laws and regulations governing charitable donations.

3.2.3. Auditing and Reporting: Independent auditors appointed by EduFund for Africa shall conduct regular audits of the Dedicated Business Account to ensure financial transactions' accuracy, transparency, and accountability. As appropriate, audit reports shall be shared with EduFund for Africa, Charities, and other stakeholders.

3.3 Utilization of Funds

3.3.1. Primary Utilization: Funds raised through fundraising initiatives shall be primarily and judiciously utilized to fund tuition fees **of students at EduFund for Africa's affiliate universities and related** educational expenses for beneficiaries. This ensures that financial constraints do not hinder their pursuit of education.

3.3.2. Responsible Allocation: The Parties commit to responsible financial allocation, with EduFund for Africa overseeing and approving fund disbursements to ensure efficient, effective utilization aligned with educational objectives and donor intent.

3.4. Transparency and Reporting

3.4.1. Financial Transparency: EduFund for Africa, shall maintain the highest level of financial transparency. EduFund for Africa shall always maintain complete, accurate, and up-to-date financial records.

3.4.2. Donor Reporting: Donors and stakeholders shall receive regular, comprehensive reports prepared by EduFund for Africa on utilising funds. These reports will offer clear insights into the impact of their contributions on educational programs and beneficiaries.

3.4.3. Accountability: EduFund for Africa, affiliated individuals and institution shall uphold their accountability to donors, stakeholders, and each other. This involves fostering trust through open communication, financial integrity, and the responsible use of donated funds. EduFund for Africa reserves the right to initiate corrective actions should any mismanagement or discrepancies arise.

4. Donations

4.1. Nature of Donations

4.1.1. Purpose of Donations: All donations made to the collaborative fundraising efforts between EduFund for Africa, the individuals, institutions and Charities are intended to advance the cause of education, with a primary focus on supporting underserved individuals of African decent through access to quality learning opportunities.

4.1.2. Utilization of Donations: Donations received through fundraising initiatives shall be exclusively allocated to the following educational purposes:

- Tuition fees and related educational expenses, facilitating the education of beneficiaries on the EduFund for Africa platform.
- Tuition fees and related educational expenses for beneficiaries pursuing educational programs through EduFund for Africa 's affiliated universities.

4.2. Non-Refundable Donations

4.2.1. Irrevocable Commitment: Donors and contributors are hereby informed that all donations made to the collaborative fundraising efforts of EduFund for Africa are non-refundable. Once a donation is received, it shall be considered an irrevocable commitment to support educational initiatives as outlined in this Partnership Agreement.

4.3. Timely Utilization of Donations

4.3.1. Responsible Allocation: [Charity Organization/ Donor Name] shall exercise diligence in allocating donations to educational purposes, ensuring that they are utilized efficiently and effectively to further the educational objectives defined herein.

4.3.2. Education Timeline: The parties commit to the timely utilization of donations for educational purposes. Specifically, it is agreed that every tuition fee payment raised through donations must be used to educate a beneficiary within a maximum period of 12 months from the donation date. After this period, the funds would only be valid for EduFund for Africa programmes **and not for those of affiliate Universities.**

4.3.3. Support: The Parties emphasize the importance of providing financial support to beneficiaries promptly to enable them to access educational opportunities without undue delay.

4.4. Donor Acknowledgment

4.4.1. Gratitude: EduFund for Africa extends her heartfelt gratitude to all donors and contributors who generously support the educational initiatives outlined in this Agreement.

4.4.2. Transparency: Donors and contributors shall receive acknowledgment and recognition for their contributions, and they will be kept informed of the progress and impact of their donations through regular reports on fund utilization and beneficiary updates.

4.4.3. Privacy: The privacy and confidentiality of donor information shall be respected and protected, in accordance with applicable laws and regulations.

4.5. Donor Communication

4.5.1. Donor Queries: Donors who have questions or require additional information regarding their contributions are encouraged to reach out to the designated contact points provided by EduFund for Africa. Clear and prompt responses to donor inquiries shall be provided.

5. Payment Processors for Charities

5.1. Payment Processor Partnerships

5.1.1. **Payment Partners:** EduFund for Africa has established partnerships with reputable payment processor, EVMAX, to facilitate donations made on the fundraising Page.

5.1.2. **Default Payment Processes:** The default payment processor for the EduFund Platform is EVMAX:

- Beneficiaries in Africa and other countries will be contacted and payments to process donations made through the EVMAX platform.

5.1.3. **Exceptions:** While a default payment processors has been established, exceptions may be made at the discretion of EduFund for Africa and [Beneficiary/ Organization Name] in consultation with each other, taking into account specific circumstances or preferences of the Beneficiaries.

5.2. Payment Processing Procedures

5.2.1. **Donor Experience:** EduFund for Africa shall ensure a seamless and secure donor experience by utilizing the designated default payment processors for each Beneficiary. Donors will be directed to appropriate payment processor based on EduFund for Africa recommendation.

5.2.2. **Financial Transactions:** All financial transactions related to donations shall be processed through the chosen payment processor, and any associated fees or charges shall be subject to the terms and conditions of the respective payment processor.

5.2.3. **Financial Records:** EduFund for Africa and affiliated institutions shall maintain accurate financial records related to donations and payment processing, ensuring transparency and accountability in financial transactions.

5.2.4. **Payment Processor Support:** The Parties shall collaborate with the chosen payment processor to provide support, resolve any payment-related issues, and ensure the secure handling of donor contributions.

6. Educational Initiatives

6.1. Beneficiaries

6.1.1. **Selection Criteria:** EduFund for Africa shall undertake a rigorous selection process to identify and choose beneficiaries who are eligible for educational support. The selection criteria may include academic merit, financial need, and other relevant

qualifications, ensuring that deserving individuals are given the opportunity to access quality education.

6.1.2. Scholarship Recipients: A subset of beneficiaries may be designated as scholarship recipients, based on predefined criteria and guidelines. Scholarships may cover tuition fees, educational materials, and additional support to alleviate financial barriers to education.

6.1.3. Inclusivity: EduFund for Africa is committed to fostering inclusivity in educational opportunities. Efforts shall be made to ensure that beneficiaries represent diverse backgrounds and communities, promoting equal access to education.

6.2. Educational Programs

6.2.1. Program Diversity: EduFund for Africa, drawing from its extensive expertise in the education industry, shall provide a diverse array of educational programs. These programs may encompass degree programs, certifications, vocational training, and skill development courses, catering to the diverse educational needs and aspirations of beneficiaries.

6.2.2. Universities: Beneficiaries shall have the opportunity to enroll in degree programs offered through EduFund for Africa's affiliated universities. These programs shall be administered in strict accordance with EduFund for Africa's guidelines and standards, ensuring a high-quality educational experience.

6.2.3. Flexible Learning: EDUFUND FOR AFRICA is committed to providing flexible learning options that accommodate the unique circumstances and requirements of beneficiaries. This may include online learning, part-time study, and personalized support to enhance the educational journey.

6.2.4. Academic Support: EduFund for Africa shall provide comprehensive academic support to beneficiaries, including access to qualified instructors, academic advisors, and mentorship programs. The aim is to facilitate academic excellence and personal growth.

6.3. Monitoring and Evaluation

6.3.1. Oversight and Accountability: To ensure the responsible utilization of funds for educational purposes, the Charities reserve the right, at its discretion, to conduct monitoring and evaluation of the educational initiatives supported by this partnership. Such evaluations may include financial audits, program assessments, and beneficiary surveys.

6.3.2. Transparency: The results of monitoring and evaluation efforts shall be shared with EduFund for Africa and other relevant stakeholders to maintain transparency and accountability in the utilization of funds and the progress of educational programs.

6.3.3. Continuous Improvement: The Parties are committed to continuous improvement in the delivery of educational initiatives. Feedback and findings from

monitoring and evaluation activities shall inform adjustments and enhancements to ensure that educational goals are met effectively.

6.3.4. Impact Assessment: A key focus of monitoring and evaluation efforts is to assess the impact of educational initiatives on beneficiaries, with the ultimate aim of fostering positive personal and societal growth through education.

7. Intellectual Property

7.1. Ownership

7.1.1. Intellectual Property Definition: Any intellectual property, including but not limited to educational content, curriculum materials, instructional resources, digital assets, and innovations, developed or created during the course of this partnership ("Intellectual Property") shall be considered the exclusive property of the EDUCATE AFRICA LTD .

7.1.2. Sole Ownership: EduFund for Africa retains sole ownership and all rights, including intellectual property rights, to the Intellectual Property created as a result of this partnership. [Charity Organization Name] ("Charity") shall have no claim or control over the Intellectual Property.

7.2. Usage Rights

7.2.1. Educational Purposes: EduFund for Africa has the unrestricted right to use and share its Intellectual Property, with the primary objective of enhancing the educational experience and opportunities for beneficiaries.

7.2.2. Access for Beneficiaries: The primary purpose of using and sharing the Intellectual Property is to benefit beneficiaries by providing them with access to these resources to support their learning journeys.

7.2.3. Attribution: EduFund for Africa shall acknowledge the ownership and authorship of the Intellectual Property whenever it is used or shared, ensuring that due credit is given to EduFund for Africa as the exclusive creator and owner of the assets.

7.2.4. Ethical Considerations: EduFund for Africa shall adhere to ethical standards and principles when using the Intellectual Property, ensuring responsible and ethical usage in alignment with the mission of advancing education.

7.3. Protection and Enforcement

7.3.1. Intellectual Property Rights: EduFund for Africa shall take all necessary measures to protect its exclusive ownership and intellectual property rights related to the Intellectual Property created during the partnership.

7.3.2. Enforcement: In the event of any potential infringement or unauthorized use of the Intellectual Property, EduFund for Africa shall take appropriate legal or remedial action to protect its rights and interests.

7.3.3. Dispute Resolution: Any disputes related to the ownership or use of the Intellectual Property shall be resolved in accordance with the UK laws and regulations.

7.4. Legacy and Sustainability

7.4.1. Legacy Planning: EduFund for Africa shall engage in legacy planning to determine the future use and stewardship of the Intellectual Property, ensuring that it continues to benefit educational initiatives beyond the duration of this partnership.

8. Termination

8.1. Termination for Convenience

8.1.1. Termination Notice: Either Party may terminate this Agreement for any reason by providing written notice to the other Party. The notice period for termination shall be at least Ninety Days in advance.

8.1.2. Termination Process: Upon receipt of the termination notice, the Parties shall collaborate in an orderly and timely fashion to conclude the partnership, wind down ongoing activities, and resolve any pending matters in accordance with the terms of this Agreement.

8.2. Termination for Cause

8.2.1. Material Breach: Either Party may terminate this Agreement immediately if the other Party commits a material breach of any provision contained herein. Such termination shall be carried out in compliance with applicable laws and regulations governing contract termination for cause.

8.2.2. Notice of Breach: Before proceeding with termination for cause, the aggrieved Party shall issue written notice to the breaching Party, clearly delineating the nature of the breach and allowing a reasonable timeframe for the breaching Party to rectify the breach.

8.2.3. Failure to Remedy: In the event that the breaching Party fails to remedy the material breach within the specified timeframe after receiving notice, the aggrieved Party may proceed with the termination for cause.

8.3. Consequences of Termination

8.3.1. Post-Termination Obligations: Upon termination of this Agreement, both Parties shall fulfill any remaining obligations as outlined herein. This includes the handling and disposition of funds, assets, or resources in accordance with the terms of this Agreement.

8.3.2. Transition and Disengagement: The Parties shall collaborate diligently to facilitate a seamless transition and disengagement process, ensuring that beneficiaries and stakeholders are duly informed of the termination and any subsequent arrangements.

8.3.3. Survival of Rights: Termination of this Agreement shall not impact the rights and obligations of the Parties that are expressly intended to endure beyond termination. These may include, but are not limited to, provisions related to intellectual property, confidentiality, and dispute resolution.

8.4. Dispute Resolution

8.4.1. Resolution of Termination-Related Disputes: In the event of disputes arising from the termination of this Agreement, the Parties shall first seek resolution through negotiation, mediation, or other mutually agreed-upon dispute resolution mechanisms before resorting to legal action.

9. Confidentiality

9.1. Definition of Confidential Information

9.1.1. Confidential Information: "Confidential Information" refers to any non-public, proprietary, or sensitive information, data, or records exchanged or accessed by both Parties during the duration of this partnership. This includes but is not limited to financial data, donor information, beneficiary records, business strategies, and any other information not publicly disclosed.

9.2. Obligations of Confidentiality

9.2.1. Mutual Commitment: Both Parties mutually commit to maintaining the strict confidentiality of all Confidential Information acquired or shared as part of this partnership.

9.2.2. Limited Disclosure: Confidential Information shall not be disclosed, shared, or disseminated to any third party, entity, or individual without the explicit written consent of the Party or entity that owns or is responsible for the Confidential Information.

9.2.3. Internal Use: Confidential Information shall only be used for the purposes directly related to the fulfillment of this Agreement and the advancement of the educational initiatives outlined herein.

9.2.4. Duty of Care: Both Parties shall exercise reasonable care and take necessary precautions to safeguard and protect Confidential Information from unauthorized access, disclosure, or use.

9.3. Exemptions from Confidentiality

9.3.1. Publicly Known Information: Information that is publicly known or becomes public knowledge through lawful means, not as a result of a breach of this Agreement, shall not be subject to the obligations of confidentiality.

9.3.2. Legal Obligations: If either Party is legally compelled to disclose Confidential Information pursuant to a valid court order, subpoena, or other legal process, it shall

promptly notify the other Party of such legal requirement to allow for appropriate legal measures to be taken, unless prohibited by law.

9.4. Duration of Confidentiality

9.4.1. **Continuation of Obligations:** The obligations of confidentiality shall continue beyond the termination or expiration of this Agreement and shall remain in force for a period of Five years from the date of termination or expiration.

9.5. Remedies for Breach

9.5.1. **Breach Consequences:** In the event of a breach of confidentiality, the non-breaching Party may seek injunctive relief or other appropriate legal remedies to prevent further breaches and seek damages for any harm or losses incurred as a result of the breach.

9.5.2. **Survival of Rights:** The remedies for breach of confidentiality shall not impact the rights and obligations of the Parties that are expressly intended to survive termination, as outlined in this Agreement.

10. Governing Law and Dispute Resolution

10.1. Governing Law

10.1.1. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom, including but not limited to the laws of England, Wales, Scotland, or Northern Ireland, as applicable.

10.1.2. **Jurisdiction:** The Parties agree that the courts of the United Kingdom shall have exclusive jurisdiction over any disputes, claims, or legal proceedings arising from or related to this Agreement, unless otherwise required by applicable law.

10.2. Dispute Resolution

10.2.1. **Arbitration:** Any disputes, controversies, or claims arising from or in connection with this Agreement, including disputes related to its formation, validity, interpretation, or termination, shall be resolved through arbitration.

10.2.2. **Arbitration Organization:** The arbitration shall be conducted in accordance with the rules and procedures of [Insert Name of Recognized Arbitration Organization], a recognized arbitration organization under the laws of the United Kingdom.

10.2.3. **Arbitration Process:** The arbitration process shall be conducted in [Insert City or Location], United Kingdom, or any other mutually agreed-upon location. The language of arbitration shall be English.

10.2.4. **Arbitration Award:** The decision and award of the arbitral tribunal shall be final and binding upon both Parties, and judgment upon the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof.

10.2.5. **Legal Rights:** The arbitration process shall not prejudice the Parties' rights to seek injunctive or equitable relief from a court of competent jurisdiction, including but not limited to interim measures or provisional remedies, to protect their rights or interests.

10.2.6. **Costs:** The costs and expenses of the arbitration, including legal fees and expenses, shall be borne by the Parties as determined by the arbitral tribunal.

10.3. Mediation

10.3.1. **Mediation Option:** Prior to initiating arbitration proceedings, the Parties may, at their discretion, explore mediation as a means of resolving disputes. Mediation shall be conducted in accordance with recognized mediation procedures.

10.3.2. **Mediator Selection:** The Parties shall mutually agree upon the selection of a qualified mediator, or if unable to reach an agreement, may seek the appointment of a mediator by a recognized mediation organization.

10.3.3. **Mediation Outcome:** The outcome of mediation, if successful, shall be documented in writing and shall be binding upon the Parties, who shall take all necessary actions to implement the mediated resolution.

11. Miscellaneous

11.1. Entire Agreement

11.1.1. **Comprehensive Agreement:** This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter herein and supersedes all prior agreements, arrangements, and understandings, whether written or oral, pertaining to the same subject matter.

11.1.2. **Prior Agreements:** Any prior agreements, whether formal or informal, written or oral, are hereby expressly revoked and replaced by this Agreement.

11.2. Amendments

11.2.1. **Written Amendments:** Any modifications or amendments to this Agreement shall be valid and effective only if they are made in writing and are signed by authorized representatives of both Parties.

11.2.2. **Incorporation into Agreement:** Any amendments or modifications made in accordance with this section shall be considered integral parts of this Agreement and shall be binding upon both Parties.

11.2.3. **Preservation of Rights:** The Parties acknowledge that this Agreement's amendment requirement helps maintain clarity, transparency, and the integrity of their commitments.

11.3. Waiver

11.3.1. **No Waiver:** The failure of either Party to enforce or exercise any right or provision contained in this Agreement shall not constitute a waiver of that right or provision unless expressly agreed to in writing.

11.3.2. **Consensual Waiver:** Any waiver of a breach or violation of this Agreement shall not be considered as a waiver of any subsequent breach or violation of the same or any other provision.

11.4. Severability

11.4.1. **Invalid Provisions:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect to the fullest extent permitted by applicable law.

11.4.2. **Modification of Invalid Provisions:** In the event that a provision is determined to be invalid or unenforceable, the Parties shall, to the extent possible, modify the provision to render it valid and enforceable while achieving the original intent of the provision.

11.5. Assignment

11.5.1. **Assignment Restriction:** Neither Party shall assign, transfer, or delegate any of its rights, obligations, or responsibilities under this Agreement without the prior written consent of the other Party, except as otherwise provided herein.

11.5.2. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, legal representatives, and permitted delegates.

11.6. Notices

11.6.1. **Notice Delivery:** Any notice, request, or communication required or permitted to be given under this Agreement shall be in writing and delivered to the Parties' respective addresses as specified in this Agreement.

11.6.2. **Electronic Communication:** The Parties may also communicate via electronic means, such as email, provided that such communication is documented and readily retrievable.

12. Collaboration with Celebrities and Influencers for Fundraising Campaign

12.1. Introduction

This section applies to all celebrities and influencers ("**Participants**") who collaborate with us ("**EDUFUND FOR AFRICA**") in its fundraising campaign ("**Campaign**"). This section outlines the specific responsibilities, rights, and obligations of both EDUFUND FOR AFRICA and the Participants in relation to the Campaign.

12.2. Campaign Funds

- **Allocation of Funds:** EduFund for Africa agrees to credit a predetermined sum to the Participants as compensation for their contribution to the Campaign. This sum, mutually agreed upon and documented, will be exclusively allocated for activities related to the Campaign.

- **Usage of Funds:** Participants are required to utilize the credited funds solely for Campaign-related activities. These activities include but are not limited to, content creation, event participation, and other promotional efforts that were agreed upon with EduFund for Africa.

- **Accounting and Transparency:** Participants must maintain detailed and accurate records of their expenditure of the funds. These records should be made available to EduFund for Africa upon request to ensure transparency and proper use of the funds in alignment with the Campaign's objectives.

12.3. Promotional Activities

- **Content Creation:** Participants are responsible for creating and sharing engaging and relevant content that promotes the Campaign on their respective platforms, including social media channels, personal blogs, and other media outlets.

- **Approval of Content:** To maintain consistency with the Campaign's objectives and EduFund for Africa's brand values, all content created by Participants must receive prior approval from EduFund for Africa. This ensures alignment with the overall message and goals of the Campaign.

- **Schedule of Posts:** Participants agree to adhere to a content posting schedule that is coordinated with and approved by EduFund for Africa. This schedule is crucial for maximizing the impact and reach of the Campaign.

12.4. Intellectual Property

- **Ownership:** Participants retain ownership of the content they create for the Campaign. However, EduFund for Africa is granted a royalty-free, non-exclusive license to use this content for the duration of the Campaign and for post-campaign promotional activities.

- **Brand Guidelines:** While creating content, Participants must adhere to EduFund for Africa's brand guidelines. These guidelines are designed to ensure that all campaign-related content is cohesive and aligns with EduFund for Africa's brand identity and values.

12.5. Confidentiality

- **Non-Disclosure:** Participants are required to maintain confidentiality regarding the specifics of the Campaign funds and their contractual agreement with EduFund for Africa. This confidentiality is essential to protect the integrity and privacy of the strategic planning and financial aspects of the Campaign.

12.6. Termination

- **Breach of Terms:** In the event of a breach of any terms of this Addendum or the primary Terms and Conditions by a Participant, EduFund for Africa reserves the right to terminate the agreement immediately. Such a breach may include but is not limited to, misuse of funds, failure to adhere to content guidelines, or violation of confidentiality clauses.

- **Notice of Termination:** EduFund for Africa or the Participant may terminate the agreement with a written notice thirty (30) days in advance. This notice period is intended to allow for an orderly conclusion of the Participant's involvement in the Campaign.

12.7. Legal Compliance

- **Compliance with Laws:** Participants must comply with all applicable laws and regulations in their promotional activities and use of the Campaign funds. This includes adhering to advertising standards, copyright laws, and other relevant legal requirements.

12.8. Amendment

- **Changes to Terms:** EduFund for Africa reserves the right to amend these terms anytime. Any such amendments will be communicated in writing to the Participants and will take effect immediately upon notification. Participants are expected to review and adhere to any amended terms as part of their ongoing participation in the Campaign.