

# **FACILITATION AGREEMENT**

**BETWEEN**

**AFICAPLAN PHILANTHROPIES FOUNDATION**

**AND**

**UTIVA EDUCATION LIMITED**

Prepared by  
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**THIS FACILITATION AGREEMENT (“Agreement”) is made this 23rd day of August 2022.**

**BETWEEN:**

**AFICAPLAN PHILANTHROPIES FOUNDATION**, a Non-profit Organization duly registered in accordance with the relevant laws of the Federal Republic of Nigeria with its registered office at 14 Ekulu West GRA, Enugu State, Nigeria [hereinafter referred to as “**AfricaPlan**” which expression shall where the context so admits, include its successor entity and assigns] of the one part,

**AND**

**UTIVA EDUCATION LIMITED**, a limited liability company duly incorporated under the relevant laws of the Federal Republic of Nigeria with its registered office at No. 767 Somide Odujinrin Avenue, Omole Phase 2, Ikeja, Lagos, Nigeria [hereinafter referred to as “**Utiva**” which expression shall where the context so admits, include its successor entity and assigns] of the other part.

**AfricaPlan** and **Utiva** are collectively referred to below as the “Parties” and individually as the “Party”.

**RECITALS**

- (A) AfricaPlan is a Non-profit Organization with the primary focus of upskilling Nigeria’s young people with global in demand tech skills to enable them gain access to decent work opportunities in the technology sector.
- (B) Utiva is a technology workforce development company incorporated to help people develop capacity and learn premium technology skills to enable them to thrive in the future of work.
- (C) AfricaPlan is desirous of engaging the services of Utiva to facilitate a 3-month long fully immersive Coding Bootcamp, which has been termed “HackathonAfrica”. Utiva has agreed to provide facilitators to AfricaPlan for HackathonAfrica scheduled to start on 30 August 2022.
- (D) The Parties have agreed to execute this Agreement to govern the relationship between the parties, and to define each party’s role within the Agreement.

**1. COMMENCEMENT**

- 1.1 This Agreement shall commence and become effective on the execution date and shall endure for the mutual benefits of the Parties until such time that the Agreement is terminated in accordance with the provisions hereunder.

**2. RESPONSIBILITIES OF THE PARTIES**

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**A.** In consideration for the payment made by AfricaPlan as set out in clause 3, Utiva shall be responsible for the following during the HackathonAfrica:

- 2.1 Utiva shall provide 3 qualified facilitators to teach the participants the latest software coding and programming languages to reach proficiency levels for employment in the tech industry. All facilitators must be in person and on-site at the Enugu facility.
- 2.2 Utiva shall provide a comprehensive syllabus which its facilitators would use during the bootcamp.
- 2.3 Utiva shall provide accurate periodic updates to AfricaPlan on the progress of its activities and the adaptability of the participants for the duration of the bootcamp.
- 2.4 Utiva shall provide internship placements for at least 90% of participants upon completion of the program.

**B. AfricaPlan** shall be responsible for the following:

- 2.5 AfricaPlan shall oversee the management and day to day running of the bootcamp.
  - 2.6 AfricaPlan shall handle all communications for the HackathonAfrica 2022 project.
  - 2.7 AfricaPlan shall invite industry leaders and seasoned professionals to engage with participants as part of the extracurricular activities.
- 2.8** Without prejudice to other clauses imposing specific duties and obligations on each Party, each Party shall:
- 2.6.1 Diligently and in the utmost good faith, do all things within its powers, which are necessary and desirable to give full effect to the intent of this Agreement.
  - 2.6.2 Undertake all actions required for the due performance of its duties and obligations under this Agreement.
  - 2.6.3 To do all things reasonably necessary to ensure the successful completion of the bootcamp.

### **3. COMPENSATION**

- 3.1 The parties agree that the compensation due to Utiva for the provision of its facilitators during the bootcamp shall be the sum of **N6,800,000.00** (Six Million, Eight Hundred Thousand Naira Only). This sum shall be paid into a designated bank account provided by Utiva in the ratio of 40:30:30 with the final payment to be disbursed at the successful conclusion of the bootcamp.

3.2 The parties further agree that if the project is cancelled for whatever reason before the commencement date for HackathonAfrica 2022, Utiva shall be liable to refund whatever sum has already been paid by AfricaPlan less any duly receipted expenses. However, in the instance where the bootcamp is abruptly cut short for whatever reason, AfricaPlan shall not be expected to complete the payment and Utiva shall refund any amount outstanding for the rest of the bootcamp subject to the settlement of any out-of-pocket cost expended due to the cancellation.

#### **4. AMENDMENTS, MODIFICATION AND VARIATIONS AND TERMINATION**

- 4.1 This Agreement shall not be amended, modified, or varied except it is made in writing and duly executed by the parties.
- 4.2 This Agreement shall be terminated by discharge upon performance of all the respective obligations of the parties unless it is renewed in writing or by continuation of the relationship created herein by reason of a new project, in which case the parties shall enter into a new Agreement.
- 4.3 AfricaPlan shall have the right to terminate this Agreement by giving one month notice of such termination in writing to Utiva. The Agreement shall automatically cease to operate where the bootcamp is unsuccessful, and upon the end date of the HackathonAfrica.
- 4.4 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall be severable from such invalid or unenforceable provision and remain in full force and effect.

#### **5. ASSIGNMENT OF RIGHTS**

- 5.1 The parties shall not assign or in any way transfer any of their rights, obligations and interest arising out of this Agreement without the written consent of the other party first had and obtained.

#### **6. GOVERNING LAW AND DISPUTE RESOLUTION**

- 6.1 This Agreement and the rights of the parties herein shall be governed by the laws of the Federal Republic of Nigeria. The parties shall use their best endeavours to settle any dispute or difference of opinion between them, arising from or in connection with this Agreement amicably through mutual discussion.
- 6.2 If the Parties are unable to resolve the dispute or disagreement through mutual discussion within 14 days, such disagreement or dispute shall be referred to Lagos Multi-Door Court House, High Court of Lagos State, Lagos Judicial Division,

Igbosere, Lagos for mediation. The resolution of the dispute shall be filed and adopted as a judgement of the High Court of Lagos State. Where the parties fail to agree at the mediation the injured parties shall have the right to commence an action in the court of competent jurisdiction.

## 7. FORCE MAJEURE

- 7.1 Neither Party shall be considered in breach of its obligations under this Agreement or be responsible for any delay in carrying out its obligations, if performance is prevented or delayed wholly or in part as a consequence (direct or indirect) war (whether war declared or not), emergency, strike, industrial dispute, accident, fire, earthquake, flood, storm, tempest, pandemic, any act of God or any form of intervention, directive or action by any tier of government, regulatory or judicial authority within the Federal Republic of Nigeria or any other cause beyond the reasonable control of the party affected (“Force Majeure”).
- 7.2 If the performance of a particular Party’s obligations under this Agreement is in the opinion of that Party likely to be hindered, delayed, or affected by reason of a Force Majeure then the Party so affected shall promptly notify the other Party in writing.

**IN WITNESS WHEREOF** the parties hereto have hereunder set their seals the day and year first above written

The **Common Seal** of the within-named **AFICAPLAN PHILANTHROPIES FOUNDATION** was affixed hereunto in the presence of:

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**TRUSTEE**

The **Common Seal** of the within-named **UTIVA EDUCATION LIMITED** was affixed hereunto in the presence of:



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**DIRECTOR** (Eyitayo Ogunmola)

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**SECRETARY**



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**SECRETARY** (Omotola Kuku)

