



Memorandum of Understanding

EDUCATOR AGREEMENT

DATED
26th March 2020

LOC15111190



THIS AGREEMENT IS BETWEEN:

(1) **London Online College** referred to as "COLLEGE". Address - LONDON HOUSE, PO Box 818, HAYES, UB3 9WG,UK.

(2) Name: Université Virtuelle Privée du Gabon, referred to as 'EDUCATOR'.

Address: BP: 5186, Libreville - Gabon

Email: contact@univga.ga

Phone: +24166184408 / +24177586538

1 Preliminary

COLLEGE offers academic online learning modules and wishes to recruit students to courses that derive from the modules. In this respect Courses may refer to individual modules or to any structured programme under COLLEGE management and control which comprises COLLEGE modules.

COLLEGE wishes to appoint the Educator for the sole purpose of recruiting and providing support services to students in using the Courses.

The Educator has access to and is capable of providing marketing facilities and is willing and able to recruit students for the courses and to provide courses and support services to those students.

COLLEGE is willing to provide support and assistance to the Educator as detailed in this Agreement.

This agreement does not extend in any way to courses offered by Universities and other third parties that may complement the COLLEGE courses.

2 Appointment

COLLEGE hereby appoints the Educator to recruit students and provide support services to the enrolled students.

The Educator shall not assign, transfer or change its rights and responsibilities under this Agreement.

The Educator may recruit Schools/ Colleges/ Institutes/ Universities as sub-agents as described in section 6.



The Educator shall be responsible for obtaining all licences permits and approvals which are necessary or advisable for the performance of its duties under this Agreement.

3 Duration

This Agreement shall come into force on the Commencement Date and, subject to the provisions for earlier termination shall continue until the Termination Date unless the parties agree in writing that it should continue, on terms to be agreed in writing between the parties (Time length - January - December).

4 Liaison and Authority

COLLEGE CEO has overall responsibility for the management of the relationship between COLLEGE and the Educator, and the CEO or his/her nominee will deal with any issues arising which affect the relationship as a whole. This Agreement and any document made under it shall be binding on COLLEGE only if signed on behalf of COLLEGE by the CEO or his/her nominee. Any notice of termination of this Agreement shall be given in writing by the CEO or his/her nominee.

5 Obligations of the Educator

The Educator shall throughout the lifetime of this Agreement:

1. Comply with all reasonable and lawful instructions of COLLEGE from time to time concerning the marketing and promotion of the modules and their associated Courses.
2. Conduct the promotion and marketing of the Courses with all due care and diligence and shall cultivate and maintain good relations with potential Students.
3. Use its best endeavours to liaise with Schools/ Colleges/ Institutes/ Universities to recruit Students for the modules and Courses.
4. Comply, at all times, and so far as is reasonable in the circumstances, with the terms of the Regulations and any requirements notified to it by COLLEGE
5. Make itself available to COLLEGE for the purpose of consultation so that COLLEGE may ensure that the Educator is complying with the provisions of this Agreement at any time during the Educator's normal working hours,



including visits from COLLEGE staff authorised representatives.

6. Ensure that its employees receive such training as is required by COLLEGE on the Regulations and other procedures;

Fully and promptly inform COLLEGE of:

1. Any material complaint received by the Educator from a Student or Potential Student and the Educator shall co-operate fully in dealing with any such complaint.
2. Any irregularity in the conduct of a Student (e.g. academic offences) or any matter affecting the operation of a Course.
3. Any material matters generally likely to be relevant in relation to the marketing of and recruitment to the Courses.
4. All enquiries concerning the Courses which it receives from Potential Students who expressly ask to deal with COLLEGE directly or to whom the Educator is unable or unwilling to respond.
5. The Educator decides to change the company name to any other company in which he/she has more than 50% controlling interest, with the prior communication to COLLEGE.

In promoting the Courses the Educator shall:

1. Have a non-exclusive, non-transferable, revocable royalty free license to use the COLLEGE name and logo for marketing and advertising of the modules and Courses which are the subject of this Agreement.
2. All materials using COLLEGE name and/or logo must be approved by COLLEGE in writing prior to use.
3. Requests by the Educator for the approval of publicity materials shall be considered by COLLEGE within a reasonable time, and COLLEGE retains the right to require changes to be made to any such materials within a reasonable time period.

In recruiting Students to the modules and the Courses the Educator shall:

1. Not make or give any promises, warranties, guarantees or representations on behalf of COLLEGE other than those contained in the Regulations or as otherwise authorised in writing by COLLEGE



2. Ensure that all Potential Students are made aware of the terms of the admissions procedures and arrangements.
3. Ensure the suitability of Potential Students for the Course for which they are applying by carrying out screening processes.

The Educator shall not during the lifetime of this Agreement:

1. Hold itself out, or permit any person to hold it out, as being authorised to bind COLLEGE in any way nor do any act which might reasonably create the impression that it is so authorised nor enter into any contract whatsoever on behalf of COLLEGE.
2. Pledge the credit of COLLEGE in any way;
3. Engage in any conduct which in the reasonable opinion of COLLEGE is prejudicial to them and/or reputation and/or the promotion of the modules and Courses generally;
4. Be concerned or have a financial interest in the promotion of or recruitment to any similar courses or products without the prior written approval of COLLEGE.

6 Subagents

The Educator may appoint subagents -Schools/ Colleges/ Institutes/ Universities with the agreement of COLLEGE. The Schools/ Colleges/ Institutes/ Universities will have a separate agreement with COLLEGE to run its courses.

7 Support Services

The Educator shall perform the Support Services with all due care and diligence.

COLLEGE shall provide advice and assistance to the Educator in connection with the performance of the Support Services including any necessary Course and reference materials.

In providing Support Services, the Educator shall ensure that the Courses in Schools/ Colleges/ Institutes/ Universities are at all times conform to the approved definition of the Courses in the module specifications, and the Educator shall cooperate in applying the quality assurance procedures as defined in the quality assurance documents.



8 Obligations of COLLEGE

COLLEGE shall throughout the lifetime of this Agreement: -

1. Copies of the Regulations as varied from time to time
2. Advise the Educator in its efforts to market and promote the Courses and to recruit Students;
3. Be responsible for the proper and efficient conduct of any admission and registration procedures and the maintenance of accurate records of all Students.

COLLEGE shall in its sole and absolute discretion be entitled to discontinue any particular Course and to make such alterations to the content or delivery of a Course as it may think fit, including without limitation changes to the name of the Course. COLLEGE will notify the Educator forthwith of any such changes which affect the obligations of the Educator under the terms of this Agreement. COLLEGE will give at least twelve months notice in writing to the Educator of its decision to withdraw a Course Agreement.

9 Fees

The student will pay COLLEGE directly or the Educator can collect and submit fees to College as agreed.. The fees paid is Non refundable.

10 Intellectual Property

The Educator acknowledges that the Intellectual Property Rights in all modules, Courses and promotional material (excluding the Educator's Course Materials), and in COLLEGE Course Materials, are, as between it and COLLEGE the absolute property of COLLEGE.

COLLEGE hereby grants a non-exclusive, non-transferable, revocable, royalty free license to the Educator for the duration of this Agreement to use COLLEGE Course materials and/or any Intellectual Property Rights in COLLEGE Course Materials (including any future adaptations, modifications or developments of COLLEGE Course Materials) for the sole purpose of fulfilling its obligations under this Agreement.

The Educator shall not cause or permit anything to occur or omit to do anything which may damage or endanger COLLEGE Intellectual Property Rights and shall use any materials provided to it by COLLEGE in the form as so provided and shall not translate or alter them in any way.

Any COLLEGE Course materials or other materials provided to the Educator by COLLEGE under the terms of this Agreement are and remain the absolute property



of COLLEGE and the Educator must not use, copy or reproduce them except in order to comply with its obligations under this Agreement.

The Educator represents, warrants and undertakes that it shall not (save as otherwise permitted under this Agreement) at any time during existence of this Agreement or at any time thereafter disclose or otherwise make available any of the COLLEGE Course Materials (including any Intellectual Property Rights in the same) in whole or in part to any third party (except Students) without the prior written consent of COLLEGE

The Educator shall promptly and fully notify COLLEGE of any actual threatened or suspected infringement of any of COLLEGE Intellectual Property Rights or any other COLLEGE intellectual property which comes to the Educator's notice and of any claim by any third party coming to its notice that the performance of the obligations hereunder.

Nothing in this Agreement shall give the Educator any rights in respect of any names or marks used by COLLEGE or a University in relation to the Courses or of the goodwill (insofar as it exists) associated with it and the Educator acknowledges that except as expressly provided in this Agreement it shall not acquire any rights in respect of any such names or marks and that all such rights and goodwill are COLLEGE or a University's and shall remain vested in COLLEGE.

The Educator shall at the expense of COLLEGE take all such steps as COLLEGE may reasonably require to assist COLLEGE in maintaining the validity and enforceability of its intellectual property during the continuance of this Agreement.

The Educator will at no time pass itself off as having any relationship with any University Educator of COLLEGE unless such an agreement exists directly between the University and the Educator.

11 Confidentiality

The Educator shall keep and procure to be kept secret and confidential all secret or confidential information belonging to COLLEGE disclosed as a result of the relationship of the parties under this Agreement and shall not use nor disclose nor copy the same save as envisaged in this Agreement or as required by law or with the prior written consent of COLLEGE. Where disclosure is made each party shall be responsible to the other in respect of any disclosure or use of such secret or confidential information by a person to whom disclosure is made.

The obligations of confidentiality shall not extend to any matter which is in or becomes part of the public domain otherwise than by reason of a breach of the obligations of confidentiality in this Agreement or which either party can show was in its written records prior to the date of disclosure of the same by the other party or which it receives from a third party independently entitled to disclose it.



The obligations of confidentiality shall continue after the termination of this Agreement for two years.

12 Data Protection

The Educator shall only Process Personal Data on behalf of COLLEGE in accordance with this Agreement and in accordance with instructions issued by COLLEGE from time to time and for no other purpose whatsoever.

The Educator shall ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful Processing of Personal Data and against loss or destruction of, or damage to, Personal Data Processed by the Educator on behalf of COLLEGE.

The Educator shall adopt and maintain a written security policy in relation to the Processing of Personal Data by it and shall ensure that all of its employees are aware of and abide by all of the provisions of such policy and the provisions of this

Agreement and shall make such policy available for inspection on request by COLLEGE

The Educator shall ensure that all the Personal Data Processed by it under this Agreement are accurate and, where necessary, kept up to date.

13 Indemnity

Without prejudice to the remaining provisions of this Agreement, the Educator and COLLEGE agree to co-operate in defending any legal claim by a Student or third party arising out of the operation of this Agreement.

The Educator shall indemnify and keep indemnified COLLEGE against any actions claims or demands by any third party and all costs incurred in the defence thereof save where such actions or demands are properly attributable to the default or negligence of COLLEGE. This shall survive the termination of the Agreement.

Each party shall promptly notify the other of any actual or suspected infringement of the Intellectual Property Rights in and to COLLEGE Course Materials that comes to its attention

14 Force Majeure

If either party is affected by Force Majeure it shall forthwith inform the other party in writing of the matters constituting the Force Majeure and shall keep that party fully informed of the continuance and of any change of circumstances whilst such Force



Majeure continues. If the Force Majeure continues for longer than 3 months either party may at any time whilst such Force Majeure continues by notice in writing to the other terminate this Agreement.

15 Termination

This Agreement may be terminated by either party giving to the other one years notice in writing.

COLLEGE may terminate this Agreement forthwith by giving notice in writing to the Educator if:-

the Educator commits any material breach of the terms of this Agreement which (if capable of remedy) it fails to remedy within 30 days of a notice in writing from COLLEGE specifying the breach and requiring such breach to be remedied;

The Educator makes any misrepresentation regarding the programmes or their relationship with COLLEGE or any other provider including Universities. The Educator may terminate this Agreement forthwith by giving notice in writing to COLLEGE if:

COLLEGE commits a material breach (which may, without limitation, consist of a series of minor breaches) of the terms of this Agreement which (if capable of remedy) it fails to remedy within 30 days of receipt of a notice in writing from the Educator specifying the breach and requiring such breach to be remedied; or

16 Consequences of Termination

Upon termination of this Agreement for any reason:

1. The Educator shall cease to promote the modules and Course(s) and to recruit Students;
2. The Educator shall within 30 days of the date of termination return to COLLEGE at its own expense all promotional materials and Course Materials relating to the modules and Course(s) then in its possession;
3. The Educator shall return all Personal Data provided to it by COLLEGE and/or otherwise acquired by the Educator in connection with this Agreement;
4. The Educator shall co-operate with COLLEGE so as to ensure that any Student who has accepted an offer of a place or registered on a Course is enabled to complete that course;



5. The Educator shall forthwith cease to hold itself out as the Educator of COLLEGE for any purpose;

COLLEGE shall be entitled to appoint any other person or organisation to take over the obligations of the Educator under this Agreement and the Educator shall co-operate with COLLEGE in facilitating an efficient and effective handover;

1. The provisions of this Agreement which are expressly or by implication to continue in force notwithstanding termination shall continue in full force and effect;
2. Termination shall be without prejudice to the rights of either party against the other which have accrued prior to termination of this Agreement.

In the event that as of the date of termination of this Agreement there are students enrolled on Courses under this Agreement, the parties shall, subject to the discretion of COLLEGE, continue to operate the Course during an agreed Run Out Period.

The obligations of both parties shall be carried out in all aspects in accordance with the terms of this Agreement as applicable prior to termination, save and except that no new students shall be admitted to the Course, and the Educator shall not recruit or market or advertise the Course during the Run Out Period.

17 General

Nothing in this Agreement shall create, or be deemed to create, a Educator ship or relationship of employer and employee between the parties. This Agreement contains the entire agreement between the parties.

18 Notices

All notices under this Agreement shall be in writing and may be served upon the parties by sending the notice by post, email or facsimile transmission addressed to the other party at the address given above or at such other address as that party shall from time to time by notice in writing give to the other party for the purpose of service of notices

19 Law



This Agreement shall be governed by and construed in accordance with the laws of England. Executed by a duly authorised representative of the Educator and the College.

Signature



For and on behalf of The COLLEGE

Antonio D'Avanzo

Name:

Chief Commercial Officer

Title:

26th March 2020

Date:

Signature



For and on behalf of The Educator

Yann MAKOBIANI

Name:

President and CEO

Title:

26th March 2020

Date:



- a) Marketing and promotion of the Courses to potential students and sponsors using pre-approved branded marketing materials only.
- b) Enquiry management and provision of initial advice to potential students.
- c) Adhering to quality assurance procedures, as specified by COLLEGE
- d) Provision of providing Tutors and checking Assignments
- e) Attendance at meetings as reasonably required by COLLEGE
- f) Meeting all costs for the above services;

COLLEGE will provide the following services:

- a) provision of master copies of marketing and advertising
- b) prior approval of non-standard marketing materials;
- c) the approval and processing of applicants for admission;
- d) registration of approved students with COLLEGE systems;
- e) provision and maintenance of COLLEGE online learning materials, including a student handbook and full training;
- f) provision of online student support facilities for all students:
- g) provision of all assessment;
- h) Access to all online facilities and requisite discount vouchers

SCHEDULE 3

Invoicing and Payments by this Agreement

1. On receipt of the fee COLLEGE will issue a confirmation to the Educator for each student for the full amount of the purchase receipting the Fee as paid.



2. Withdrawal/Refund Policy: The fees is not to be refunded under any circumstances.

SCHEDULE 4

PROGRESSION ROUTE

After completing Level 3/4/5 with LOC the student can progress to Top up Level 6 and complete Degree in UK or in Home Country via online.

ATHE have coordinate explanation courses of action with a few Universities which give a full acknowledgment for the section.

To name few Universities are Anglia Ruskin University, Coventry University, Leeds Trinity University, University of Lincoln.

Full list of Universities can be found on <https://athe.co.uk/progression-routes/>