MEMORANDUM OF AGREEMENT BETWEEN:

AL-HIKMAH UNIVERSITY, ILORIN (UNIVERSITY)

AND

TENOL ALPHA LIMITED (CONSULTANT)

PREPARED BY

Legal Unit,

Al-Hikmah University

P.M.B. 1601,

Ilorin, Nigeria. 2023.

THIS MEMORANDUM OF UNDERSTANDING is made this .....day of .....2023 **BETWEEN: AL-HIKMAH UNIVERSITY, ILORIN** a Tertiary Educational Institution established under the AbdulRaheem Oladimeji Islamic Foundation (AROIF) via the granting of Licence to operate as a Conventional Private University by Laws of Federal Government of Nigeria on7th January, 2005; with its registered address at Adewole Housing Estate, Adeta Road, Ilorin, Kwara State (Hereinafter referred to as the **UNIVERSITY**, which expression shall where the context admits include its successors-in-title and assigns) of the first part.

AND TENOL ALPHA LIMITED, is a a leading business and ISO management systems consulting firm in Africa offering business excellence, project management, marketing research, lean six sigma deployment, training and business advisory services, duly incorporated under the Companies and Allied Matters Act, Cap. C20, Laws of the Federation of Nigeria and having its registered office at 44, Ladipo Labinjo Crescent, off Bode Thomas Street, off Akinsomoyin Street, Surulere, Lagos (Hereinafter referred to as the **CONSULTANT**, which expression shall where the context admits include its successors-in-title and assigns) of the second part.

(The University and Consultant are hereinafter referred to as the PARTIES)

WHEREAS THE UNIVERSITY ENGAGES THE SERVICES OF THE CONSULTANT TO:

1 (a) Ascertain the relevance of each Unit, Cadre, Department, Faculty, and Directorate to the core mandate of the University;

(b) Determine the Human Resources requirement needed for the optimal realization of the vision and mission of the University;

(c) Assess the current manpower structure of the University and their relevance to the attainment of the objectives of the University;

(d) Identify the gaps in the current staff-mix in the University;

(e) Recommend appropriate measures to streamline the staffing of personnel towards optimal realization of the University objectives; and

(f) Suggest an appropriate system and process audit for the current personnel structure in the University.

2. The Consultant has agreed to do and perform all the activities stated in Paragraph 1 (a) to (f) above for and on behalf of the University based on the information and data provided by the University.

3. The Parties have agreed to work together in connection with the purpose as described in this MoA.

4. The MoA sets out the basis and philosophy upon which the Parties will work together towards the attainment of the objectives set out herein.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. PROJECT AND PURPOSE:

a. The purpose of the MoA is for the Consultant to do and perform activities stated in this MoA for the University based on the resolutions agreed on by the Parties as contained in various correspondences attached herewith as schedules.

2. DURATION OF THE AGREEMENT:

a. The job is expected to be completed by the Consultant within six (6) weeks from the date of the Letter of Offer by the University, beyond which the Offer is not reviewable.

3. GENERAL OBIGATIONS OF PARTIES:

The Parties hereby agreed to observe and carry out as follows:

a. Act in utmost good faith, using their best endeavours to ensure the performance of their obligations;

b. To abide by the terms and conditions contained in this MoA.

c. Do all such things that are ancillary or incidental to their obligations, duties and responsibilities as specified in this MoA and which are deemed necessary for the effective commencement and completion of the project.

4. **CONSIDERATION:**

a. The University shall pay a sum of Four Million Naira (N4, 000, 000.00) only as consideration for the services to be rendered by the Consultant under this MoA.

5. **CONFIDENTIALITY AND NON-DISCLOSURE OBLIGATIONS:**

a. The Parties hereby undertake to do the following:

i. To always keep confidential information secret.

ii. Not to disclose confidential information or allow it to be disclosed in whole or in part to any third parties without the prior consent of the other Party obtained in writing.

iii. Not to use confidential information in whole or in part for any purpose except for the purpose stated in this MoA.

iv. Not to use disclose or permit the disclosure by any person of the confidential information for the benefit of any third party.

v. These confidential obligations apply to all confidential information whether provided to the parties before, on or after the date of this MoA and the obligations of the Parties shall continue to be force throughout the existence of this MoA.

6. SETTLEMENT OF DISPUTES:

The Parties will use their best efforts to amicably settle any disputes, controversy or claim arising from this MoA failure of which the issue(s) shall be referred to Arbitration.

The seat of Arbitration shall be in Ilorin and a Sole Arbitrator shall be jointly appointed by the Parties.

7. APPLICABLE LAW:

This Memorandum of Agreement shall be governed and construed in accordance with the Laws of the Federal Republic of Nigeria.

8. ASSIGNMENT:

No party shall assign any of its obligations or duties under this MoA, without the prior written consent of the other Party.

9. ENTIRE UNDERTAKEN:

This MoA constitutes the mutual agreement between the Parties in respect of the subject matter hereof and supersedes any other previous arrangement between the Parties.

10. FORCE MAJEURE:

Neither Party shall be liable for any delay or failure in the performance of any obligation hereunder as a result of Force Majeure Event such as fire, flood, war, epidemic, tornado, hurricanes, earthquakes, etc., except for monies already due and payable.

Either Party affected by Force Majeure Event shall give immediate notice in writing to the other Party, giving full particulars thereof as well as at the cessation of the event.

The Parties shall resume the performance of their obligations without delay upon agreement on revised performance periods and payment terms.

11. NOTICES:

All notices must be in writing. The notice must be delivered personally or mailed by a certified mail to the other Party at the address written in this MoA.

12. VARIATION:

No part of this MoA shall be varied or changed unless such variation is agreed and signed by the Parties to this MoA.

IN WITNESS WHEREOF the parties have executed this MoA in the manner below, the day any year first above written.

THE COMMON SEAL OF AL-HIKMAH UNIVERSITY, ILORIN was affixed to this MoA and duly delivered in the presence of:

.....
VICE-CHANCELLOR

.....
REGISTRAR

THE COMMON SEAL OF THE TENOL ALPHA LIMITED was affixed to this MoA and duly delivered in the presence of:

.....
MANAGING DIRECTOR

.....
COMPANY SECRETARY

PREPARED BY:

Legal Unit,
Al-Hikmah University,
P.M.B. 1601,
Ilorin, Nigeria
2023.