



CONVENTION DE PARTENARIAT PÉDAGOGIQUE

L'ECOLE SUPÉRIEURE D'INGÉNIEURS

PRIVÉE DE GAFSA SIGNE UNE CONVENTION

PÉDAGOGIQUE AVEC BRITISH ACADEMY

Signed for and on behalf of
[British Academy (BA 1881 Ltd.)]
By: British Academy
Name: Dr. Mike Jabarin
Title: Managing Director,

Signed for and on behalf of
ESIP [Private Higher School of Engineering]
By: ESIP
Name: Zouhaier Bethad
Title: Chairman and Chief Executive Officer,

Zouhaier Bethad



Special Agreement

British Academy
&
ESIP
Private Higher School of Engineering

AGENCY AGREEMENT



BRITISH ACADEMY

This Agency Agreement is made and entered into this (01-8-2015) by and between British Academy (BA 1881 Ltd. Academy registered reference number in UK is: 9397595) with its principal place of business located at 69 Bengoe Street, Hertford, SG14 3Et, United Kingdom, and with offices in Amman and Dubai (the “Academy”) and (ESIP Private Higher School of Engineering ADDRESS OF THE CENTER , Gafsa - TUNISIA(the “Agent”) (hereinafter referred to individually as a “Party” and collectively as “the Parties”).

WHEREAS, Academy is in the business of higher education providing professional training, developing of educational contents materials, and consulting for higher education throughout the world [See appendix A];

WHEREAS, Agent is in the business of ICT and Business Training, and wishes to market and promote certain Academy products in Tunisia and the region;

WHEREAS, Academy wishes to appoint Agent as its agent to market and promote such products in such countries on an basis;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Definitions. In this Agreement, the following terms shall have the following respective meanings:

- (a) “Agreement” means this Agency Agreement and Exhibit A.
- (b) “Confidential Information” means any and all information that is disclosed by one Party to the other Party and that relates to a Party’s business or the Parties’ business relationship hereunder, including, but not limited to, information concerning finances, products, services, customers and suppliers. Any Confidential Information disclosed in tangible form shall be marked as “CONFIDENTIAL” or “PROPRIETARY” or by a similar legend by the disclosing Party prior to disclosure. Any Confidential Information disclosed orally or visually shall be identified as such prior to, concurrent with or following disclosure and summarized in writing by the disclosing Party to the receiving Party within thirty (30) calendar days of the disclosure. Confidential Information shall not include information which (i) is in or comes into the public domain without breach of this Agreement by the receiving Party; (ii) was in the possession of the receiving Party prior to receipt from the disclosing Party and was not acquired by the receiving Party from the disclosing Party under an obligation of confidentiality or non-use; (iii) is acquired by the receiving Party from a third party not under an obligation of confidentiality or non-use to the disclosing Party; or (iv) is independently developed by the receiving Party without use of any Confidential Information of the disclosing Party.
- (c) “Effective Date” means the date first written above.
- (d) “General Terms and Conditions of Sale” means the Academy’s then-current general terms and conditions of sale, a current copy of which is attached under Exhibit A hereto.
- (e) “Net Product Sales = Sales of BA training Certificates & Diplomas” means payments actually received by the Academy on purchase orders for Products procured by the Agent from customers (Individuals/Students or Corporates) in the Territory during the Term and subsequently accepted by the Academy, after deduction, where applicable, for: (i) discounts, including cash discounts or other rebates, (ii)



BRITISH ACADEMY

freight, postage, transportation, insurance and duties on shipment of Products, (iii) special packing charges, and (iv) any tax, government charge or duty (including any tax such as value added or similar tax) levied on the sale, transportation or delivery of Products.

(g) “Term” means the period commencing on the Effective Date and terminating as set forth in Article 11 hereof.

(h) “Territory” means [Tunisia].

(i) “Trademarks” means all trademarks, service marks, logos, brand names, trade names, domain names and/or slogans used by Academy in connection with the Products from time to time (whether registered or unregistered).

2. Grant of Right

(a) Appointment. Subject to the terms and conditions of this Agreement, Academy hereby appoints the Agent as its Agent to market and promote the Products, and to solicit purchase orders for the Products, in the Territory. Agent hereby accepts such appointment and agrees not to use a third party to perform its obligations pursuant to this Agreement without the prior written consent of Academy. It is expressly agreed that the Agent has no authority to enter into agreements or make any commitments on the Academy’s behalf.

(b) Restrictions on Agent’s Activities. Agent shall not: i) engage in any promotional activities relating to the Products directed primarily to customers outside the Territory, ii) solicit orders for Products from any prospective customer located outside the Territory.

(c) Restrictions on Academy’s Activities. Subject to Article 2 (d) hereof, Academy shall not, and shall procure an undertaking from its agents or other intermediaries for territories other than the Territory that they will not: i) engage in any promotional activities relating to the Products directed primarily to customers in the Territory, (ii) solicit orders for Products from any prospective customer located in the Territory, or (iii) solicit orders for Products from any prospective customer located outside the Territory with a view to their exportation to the Territory.

(d) Reservation of Rights by Academy. Academy reserves the right to take the following actions at any time upon Four Hundred and eighty one (481) calendar days prior written notice to Agent without liability: (i) to add Products to or delete Products from Exhibit B hereto, (ii) to modify the design of or upgrade the Products or any part of the Products. Unless there was a program running

3. Trademarks

(a) Ownership. The Agent acknowledges Academy’s ownership of the Trademarks and acquires no right, title or interest in or to the Trademarks hereunder. Any and all goodwill associated with the Trademarks will inure ly to the benefit of Academy. During the Term, the Agent shall not attempt to register any of the Trademarks or any trademarks, service marks, logos, brand names, trade names, domain names and/or slogans confusingly similar to the Trademarks. The Agent shall execute such documents and do all such acts and things as may be necessary in Academy’s reasonable opinion to establish Academy’s ownership of any rights in and to the Trademarks, at Academy’s expense.

(b) Grant of Rights. Academy hereby grants to the Agent for the Term, and subject to the terms and conditions herein, a non- , non-transferable, revocable right to use the Trademarks in connection with the marketing and promotion of the Products in the Territory in accordance with the terms and conditions of this Agreement and any guidelines issued by Academy from time to time. During the Term, Agent shall have the right to indicate to the public that it is an authorized Agent of the Products.



BRITISH ACADEMY

4. Agent's Obligations.

In addition to such other duties and obligations as are set forth in this Agreement, the Agent shall:

- (a) Diligently market and promote the Products, and solicit purchase orders for the Products, within the Territory;
- (b) Maintain in the Territory an office and an adequately trained sales force knowledgeable of the Products;
- (c) Develop promotional materials for the Products appropriate for use in the Territory, including modification of the Academy's promotional materials, subject to the Academy's advance approval of such materials;
- (d) Participate in trade shows and exhibitions in the Territory where such participation will promote the Products; (British Academy (BA) will cover the costs of any International exhibition, they like to join, and agents they can join BA at no cost for them. But, BA will not join any agent exhibition and will not enforce them to go to any exhibition if they wish not to do so).
- (e) Assist the Academy in providing support services to customers of the Products in the Territory;
- (f) Fully and promptly answer all communications from the Academy and its customers in the Territory;
- (g) Render such assistance as the Academy may reasonably request with respect to credit and collection matters;
- (h) Prepare and maintain, and submit to the Academy on a timely basis, all documentation and reports reasonably required from time to time to be prepared, maintained or submitted, including but not limited to, the following: (i) a database of information on current and prospective customers, which database shall at all times be the property of the Academy, (ii) a quarterly report concerning current and prospective customers, actual or pending purchase orders, competitive products, trade conditions within the Territory and related matters, (iii) a quarterly marketing plan, and (iv) a written forecast of the number of Products expected to be ordered in the following three months / quarter (3) month period, which forecast shall be submitted to the Academy prior to the beginning of each calendar quarter.
All documentation and reports shall comply with any guidelines issued by the Academy from time to time;
- (i) Bear responsibility for collection of all customer payments.

5. Academy's Obligations.

In addition to such other duties and obligations as are set forth in this Agreement, the Academy shall:

- (a) Assist the Agent by providing an adequate supply of Product data sheets, price lists, catalogues and other promotional literature at no charge to the Agent;
- (b) Provide to the Agent one demonstration unit of each Product, which demonstration units shall at all times be the property of the Academy;
- (c) Provide Product training and field sales support to the Agent's sales force at no charge to the Agent, with the frequency and content of the training to be determined by Academy;



(d) Place advertisements in applicable publications and participate in trade shows and exhibitions where such participation will promote the Products.

6. Quotes and Purchase Orders

(a) The Agent may provide quotes for the Products at prices no less than the Academy's then-current prices and on the basis of the Academy's then-current terms of payment and General Terms and Conditions of Sale.

Any proposal at other prices or terms and conditions must be approved in advance by the Academy.

The Academy shall have the right, from time to time in its sole discretion and without notice, to amend prices, terms of payment and the General Terms and Conditions of Sale.

The Agent shall promptly forward to the Academy copies of all proposals made by the Agent to current or prospective customers.

(b) All purchase orders for and offers to purchase Products received by the Agent shall promptly be forwarded to the Academy and are subject to acceptance by the Academy.

(c) The Agent shall invoice all customers directly, and all payments due from customers shall be made directly to the Agent, the Agent shall forward such payment to the Academy after deducting a commission of [fifty Present] % (50) % of the Net Product Sales.

7. Commissions and Expenses

(a) The Agent shall earn compensation for its services during the Term or training period, a commission of 100 Euros of the Net Product Sales for each individual signed in BA Courses or Training. ***(Net Product Sales = Total income – Total cost) and this means (Total Cost = Trainer cost + Venue cost + Diploma/Certificate Issuing cost 100 Pounds per certificate + Cost of Teaching Materials of 50 Pounds per one training course + 100 Pound for Agent per candidate). Agent cost of center facilities, marketing and sales is included in 100 Pounds or Euros.***

Fees payment shall be made by the Agent to the Academy on or before the [30] day of the month following the calendar month of receipt by Agent of payment for Products from its customer. At the time of payment, the Agent shall furnish the Academy with an itemized statement setting forth the income and computation of commissions.

Cost of the training will be as the following:

- *Venue (business Center in Hotel or other venue for rent) if the training conducted in Agent premises at ESIP Private Higher School of Engineering then above conditions are applicable.*
- *Trainer fees ONLY if trainer from same country or area, additional cost if trainer is coming from other country*
- *100 Pounds per certificate per student*
- *50 Pounds per session per training*
- *Any other direct cost associated with training*

(b) In the event of termination of this Agreement for any reason, the Academy shall be obligated to pay commissions only with respect to purchase orders for Products procured by the Agent from customers in the Territory prior to termination of this Agreement and subsequently accepted by the Academy.



BRITISH ACADEMY

Any adjustments which may be required pursuant to Article 7 (d) hereof shall be made notwithstanding any termination of this Agreement.

(c) Notwithstanding anything to the contrary set forth above, there shall be deducted from any commissions due the Agent an amount equal to: (i) commissions previously paid or credited to the Agent for sales of Products which are thereafter returned by the customer; and (ii) the applicable portion of commissions previously paid or credited to the Agent for sales of Products as to which any allowance or adjustment is credited to the customer for any reason.

8. Confidentiality

(a) Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance, in writing, by the disclosing Party or except as expressly permitted by this Agreement, the receiving Party will not, except as required by law or court order, use Confidential Information of the disclosing Party or disclose it to any third party for the Term and for a period of Two Years (2) years thereafter.

The receiving Party may disclose Confidential Information of the disclosing Party only to those of its employees or contractors who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee or contractor, such employee or contractor shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement.

In any event, the receiving Party shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees or contractors.

The receiving Party shall use the same degree of care to avoid disclosure of the disclosing Party's Confidential Information as the receiving Party employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

(b) Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon the disclosing Party's earlier request, the receiving Party will deliver to the disclosing Party all of the disclosing Party's property or Confidential Information in tangible form that the receiving Party may have in its possession or control. The receiving Party may retain one copy of the Confidential Information in its legal files.

9. Infringement of Intellectual Property Rights.

The Agent agrees that if it is notified or otherwise obtains knowledge of any actual or alleged infringement of the Trademarks or any other intellectual property rights of Academy by a third party in the Territory, the Agent will promptly notify the Academy. No legal proceedings shall be instituted by the Agent against any third party in respect of any such actual or alleged infringement without the prior written consent of Academy. Agent shall cooperate fully with Academy in any legal proceedings instituted by Academy, at Academy's expense.

10. Term and Termination

(a) Term. This Agreement shall commence on the Effective Date and shall, unless earlier terminated pursuant to Article 11 (b) or 11 (c) hereof, continue for a term of One year following the Effective Date (the "Initial Term").



BRITISH ACADEMY

Upon expiration of the Initial Term and each Renewal Term thereafter, this Agreement will be automatically renewed for an additional one (1) year term (the “Renewal Term”) unless terminated by either Party upon Thirty 30 calendar days written notice to the other Party prior to the expiration of the Initial Term or any Renewal Term.

(b) **Termination without Cause.** After the One year of this Agreement, this Agreement may be terminated by Academy at any time for any reason by giving Thirty (30) calendar day's written notice of such termination to the Agent. Agent may terminate this Agreement at any time for any reason by giving Thirty (30) calendar day's written notice of such termination to the Academy.

(c) **Termination for Material Breach.** This Agreement may be terminated by either Party by giving thirty (30) calendar days written notice of such termination to the other Party in the event of a material breach by the other Party. “Material breach” shall include: (i) any violation of the terms of Articles 2 (b), 2 (c), 3, 8, 9 or 15, (ii) any other breach that a Party has failed to cure within 30 calendar days after receipt of written notice by the other Party, (iii) Agent’s failure to meet the agreed Net Products Sales target for a twelve month period, (iv) any activity or assistance by Agent of challenging the validity or ownership of the Trademarks or any other intellectual property rights of Academy, (v) an act of gross negligence or willful misconduct of a Party, or (vi) the insolvency, liquidation or bankruptcy of a Party.

(d) **Effect of Termination.** Upon termination of this Agreement, the Agent shall cease all marketing and promotion of, and the solicitation of purchase orders for, the Products and promptly return to the Academy all demonstration units, promotional literature and other similar materials or effects which the Academy may have furnished to the Agent in connection with its activities hereunder. Upon any termination of this Agreement, the Academy shall not be liable to the Agent for loss of future commissions, goodwill, investments, advertising or promotional costs or like expenses.

11. Force Majeure.

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties’ respective obligations hereunder shall resume.

In the event the interruption of the excused Party’s obligations continues for a period in excess of Thirty 30 calendar days, either Party shall have the right to terminate this Agreement upon Thirty 30 calendar days’ prior written notice to the other Party.

12. Limitation of Liability.

Except for violations of Article 3, 8 or 9, neither Party shall be liable to the other Party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits) arising in any way out of this Agreement, however caused and on any theory of liability.

13. Independent Contractors.

It is understood that both Parties hereto are independent contractors and engage in the operation of their own respective businesses. Neither Party hereto is to be considered the agent of the other Party for any purpose whatsoever, and neither Party has any authority to enter into any contract or assume any obligation for the other Party or to make any warranty or representation on behalf of the other Party.



BRITISH ACADEMY

Each Party shall be fully responsible for its own employees, servants and agents, and the employees, servants and agents of one Party shall not be deemed to be employees, servants and agents of the other Party for any purpose whatsoever.

14. Non-Publicity.

Each of Academy and Agent agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except: (i) to its advisors, attorneys or auditors who have a need to know such information, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this Agreement.

15. Assignment.

Neither Party may without written approval of the other assign this Agreement or transfer its interest or any part thereof under this Agreement to any third party except that a Party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning Party.

16. Injunctive Relief.

Each of Academy and Agent acknowledge that a violation of Article 3, 8 or 9 would cause immediate and irreparable harm for which money damages would be inadequate. Therefore, the harmed Party will be entitled to injunctive relief for the other Party's breach of any of its obligations under the said Articles without proof of actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the remedy for such violation, but shall be in addition to all other remedies available at law or in equity.

17. Governing Law and Dispute Resolution.

This Agreement shall be governed by and construed in accordance with the laws of United Kingdom, without giving effect to any choice of law or conflict of law provisions. The Parties consent to the jurisdiction and venue in the courts of United Kingdom courts in the city of London.

18. General.

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. In the event of any discrepancy between the provisions of the Agency Agreement and the provisions of Exhibit A or Exhibit B, the terms and conditions of the Agency Agreement shall prevail. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

19. Survival of Provisions.

The following provision of this Agreement shall survive the termination of this Agreement: Articles 7 (b), 8, 9, 11 (d), 15 and 20 and all other provisions of this Agreement that by their nature extend beyond the termination of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.



BRITISH ACADEMY

Signed for and on behalf of
[British Academy (BA 1881 Ltd.)]
By: British Academy
Name: Dr. Mike Jabarin
Title: Managing Director,

Signed for and on behalf of
ESIP [Private Higher School of Engineering]
By: ESIP
Name: Zouhaier Belhadj,
Title: Chairman and Chief Executive Officer,

Zouhaier Belhadj

Our Locations

4th Floor Rex House
4-12 Regent Street
LONDON
SW1Y 4RG
United Kingdom
Phone: +44 774 551 6076

Working Hours

The British Academy is open 5 days a week from (GMT -2) 8AM to 5PM.

Contact us in UAE:

British Academy in Middle East

The Gardens, Building 46, Flat 16
Dubai – United Arab Emirates
Phone: +971 55 8891872
Email: info@britishacademy-me.com
Website: www.britishacademy-me.com