



Elites Network for
Sustainable Development

ENetSuD



GOBIR
Organization

AGREEMENT

MADE

BETWEEN

ELITES NETWORK FOR SUSTAINABLE
DEVELOPMENT (ENETSUD)
(1ST PARTY)

AND

GOBIR ORGANIZATION FOUNDATION
(GOF)
(2ND PARTY)



This Agreement is made this... *28th* day of... *June*... 2022, BETWEEN:
ELITES NETWORK FOR SUSTAINABLE DEVELOPMENT (ENETSUD),
a Civil Society Organization registered under the relevant laws of the Federal Republic of Nigeria with its office situate at Mejjindadi Street, OjaIya-ItaAmodu Road, Taiwo Area, Ilorin, Kwara State (hereinafter referred to as the “first Party”) which expression shall where the context so admits, include its legal representatives, successors-in-title and assigns) of the First part.

AND

GOBIR ORGANIZATION FOUNDATION (GOF), a foundation registered under the relevant laws of the Federal Republic of Nigeria with its office Situate at No 6, Asa Road, GRA, Ilorin, Kwara State (hereinafter referred to as the “2nd Party”) which expression shall where the context so admits include its legal representatives, successors-in-title, and assigns) of the Second part.

WHEREAS:

1. The 1st Party is the initiator of the Citizens Enlightenment and Mobilization Program (CEMP), which was initiated to assess and address basic needs of the 193 Wards in Kwara state.
2. The 2nd Party is interested in the CEMP of the 1st Party and the 2nd Party is willing to support/Sponsor the CEMP for a period of six months.
3. The 1st Party is ready to independently conduct CEMP across the 193 Wards in Kwara State with the participation of the 2nd Party merely as an observer.
4. The parties have therefore, agreed to be bound by this Agreement under the following terms and conditions.



NOW IT IS HEREBY AGREED BETWEEN PARTIES AS FOLLOWS:

COMMENCEMENT DATE AND DISBURSEMENT OF FUND:

The commencement date of this Agreement shall be the date of signing the Agreement which shall be the same date for the disbursement of fund for the project.

1. RESPONSIBILITIES OF THE 1ST PARTY (ENETSUD):

- a. The 1st Party (ENETSUD) shall be responsible for identifying the Wards/Communities in need of CEMP in Kwara State of Nigeria.
- b. The 1st Party (ENETSUD) shall be responsible for the nomination of members who shall be on the field for the conduct of CEMP.
- c. 1st Party (ENETSUD) shall receive fund from the 2nd Party (GOF) as budgeted by the 1st party (ENETSUD) and as already approved/agreed to by the 2nd party (GOF).
- d. 1st Party (ENETSUD) shall independently conduct CEMP across the 193 wards in Kwara State with the participation of the 2nd party merely as an observer.
- e. the 1st Party (ENETSUD) shall start and complete its CEMP activities funded by the 2nd party within Six months from the date of signing this agreement.
- e. 1st Party (ENETSUD) shall submit to the 2nd Party a monthly written/audio/visual report of the CEMP activities for the six months period to be funded by the 2nd Party (GOF).
- f. 1st Party (ENETSUD) shall submit to the 2nd Party a full and final report of its CEMP exercise funded by the 2nd Party within two weeks of the completion of the exercise and the report shall be in writing/audio/visual.
- g. 1st Party (ENETSUD) shall only be at liberty to publish the CEMP report on it channels or any other channel or make the report public knowledge after one month of its first giving such report to the 2nd Party.

- h. The 1st Party shall ensure that the sponsorship and funding of its CEMP activities is acknowledged in all its report and activities.

2. RESPONSIBILITIES OF THE 2ND PARTY (GOBIR FOUNDATION):

- a. The 2nd Party (GOF) shall provide fund for the CEMP of the 1st Party subject to the already agreed/approved budget as prepared by the 1st Party (ENETSUD).
- b. The 2nd Party (GOF) shall be responsible for financing the CEMP for a period of six months running from the time of the signing of this agreement.
- c. The 2nd Party (GOF) shall be at liberty to use the data of the CEMP for stake holders' engagement and community intervention purposes.
- d. The 2nd Party (GOF) shall be entitled to receive a monthly report of the program from the 1st party.
- e. The 2nd Party (GOF) may request for financial report related to the grant/fund or finances of the program.

3a. FORCE MAJEURE:

Force majeure used in this Agreement or Force Majeure event shall mean an act of God or event beyond the reasonable control of the affected party which could not reasonably have been expected or which occurrence is inevitable despite the exercise of care and due diligence of the parties.

These events are expected to be:

- i. Beyond their reasonable control and not arising out of the fault of the affected party.
- ii. The affected party has been unable to overcome such event by the exercise of due diligence and reasonable effort, skill and care.
- iii. Natural and unforeseen event like war, government imposed curfew, epidemic and the like.

3b. NON-ASSIGNMENT: The parties shall not assign their rights nor transfer their obligations contained herein to a third party without the written consent of the other party.

3c. WAIVER IN WRITING:

No party shall be deemed to have waived any right arising under this present unless such waiver is recorded in writing. Non-enforcement of any provision of this present by any party to this Agreement shall not operate as or constitute a waiver of the provision itself or any breach thereof.

4. TERMINATION:

Either party may terminate this present in line with the following terms:

a. EXERCISE OF TERMINATION OF RIGHT BY THE 1ST PARTY

The 1st Party shall be entitled to terminate this present under the following circumstances;

- i. Where there is a breach of any of the obligations of the 2nd Party under this present.
- ii. Where the 2nd Party has by any act of omission or commission created circumstances that makes it impossible for the 1st Party to perform its obligations and after that omission has been pointed out in writing to the 2nd Party and he fails to rectify such act or omission within 72 hours of such notice.

b. EXERCISE OF TERMINATION OF RIGHT BY THE 2ND PARTY

The 2nd Party shall be entitled to terminate this present under the following circumstance:

- i. Where there is a breach of any of the obligations of the 1st Party under this present.

- ii. Where the 1st Party suspends or abandons the execution of the project without prior notice to the 2nd Party and the 1st Party has refused to proceed within 72 hours (Seventy Two) hours after notice of same has been given by 2nd party.

PROVIDED that the parties shall be deemed not to have suspended/abandoned operation if such suspension/abandonment was on account of a force majeure.

PROVIDED also that, the 1st Party shall be under an obligation to in the event of a termination of the Agreement by either party give to the 2nd Party within 72 hours a detailed account of the money already spent on the project, and remit the unspent fund into the account of the 2nd Party and shall also return to the confers of the 2nd Party, all items budgeted for and procured by it in the facilitation of its CEMP activity has may have been budgeted for and funded by the 2nd Party.

c. NOTICE OF TERMINATION

In the event of breach or material default under this present by any party, the non-defaulting party shall give the other party a written notice of such breach or default.

- i. The defaulting party shall have a period 72 hours (Seventy Two) hours from the date of receipt of such written notice of default to rectify and/or remedy the breach or default complained of.
- ii. In the event of failure to remedy such breach or default, this Present shall be referred by the party complaining of such default to an arbitrator for mediation.

5. AMICABLE RESOLUTION

Save as where expressly stated otherwise in this present, any dispute, difference or controversy of whatever nature however arising under, out of, or in relation to this present including non-completion of the project or breach of any obligation by any party as stated in this Agreement and after notice in writing to rectify such breach has been given shall first be attempted to be resolved amicably between the parties and in the event of failure to reach an amicable settlement shall then be 'referred to an Arbitrator.

APPLICABLE LAWS

This Agreement is subject to all valid present and future laws, regulations, rules, and orders of the Nigerian Government and shall be construed and interpreted in accordance with the Laws of Nigeria.

In witness where of the parties have here unto set their respective hands and seal the day and year first above written.

THE COMMON SEAL of the within named
ENETSUD was hereunto affixed

 A circular stamp with the text "ELITES NETWORK FOR SUSTAINABLE DEVELOPMENT" around the perimeter. In the center, the date "28-06-2022" is handwritten. A handwritten signature is written across the stamp.

CORDINATOR
(ENETSUD)



Elites Network for Sustainable Development



IN THE PRESENCE OF:

NAME FATIMAH BINTU DIKICU
ADDRESS 25 AJELANWA OKE ODO MAGASTI COMPO
SIGNATURE: [Signature]
DATE: 28/06/2022

THE COMMON SEAL of the within named GOBIR FOUNDATION is hereunto affixed:

[Signature]
CHIEF EXECUTIVE OFFICER
GOBIR FOUNDATION ORGANISATION

IN THE PRESENCE OF:

NAME Ayemile Isola
ADDRESS at 142 Ibafalio Tomo Road Ilorin
SIGNATURE: [Signature]
DATE: 28th June 2022

Prepared by:

[Signature]
LUKMAN RAJI, Esq.,
GOBIR, IMAM & CO,
AL-MAWWADAH CHAMBERS,
69, SABOLINE STREET,
OPPOSITE SOCIAL WELFARE AREA
OFFICE, ILORIN, KWARA STATE.