



Authorized Representative for Accelerated Christian Education® in Nigeria

STANDARD SERVICE AGREEMENT
FOR PRIMARY/SECONDARY SCHOOLS

1. PARTIES

The parties to this agreement:

- 1.1. Doulos Education Enterprises and 1.2. (The Purchaser)
The authorized representative for Accelerated Christian Education, Inc. and Accelerated Education Enterprises Pty (The Seller);

Whereas the Purchaser is desirous of engaging the Seller to act for it in purchasing products distributed by Accelerated Christian Education®, Inc (also known as A.C.E or A.C.E. School of Tomorrow) and Accelerated Education Enterprises (AEE or AEE (Pty) Ltd.) so as to enable the Purchaser to facilitate the educational programme established by it;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

2. SERVICES

The Seller sells to the Purchaser the following services:

- 2.1. Consulting Services
The Seller, or an official representative of the Seller, shall provide the following services to the Purchaser:
2.1.1. guidance with regard to the Purchaser’s needs, facility options, organizations, finances and promotions, as well as determining the cost of starting and operating the proposed school;
2.1.2. further assistance and guidance by way of telephonic consultation upon request of the Purchaser.
2.1.3. further assistance and guidance by way of meeting with appropriate parties at the Purchaser’s school. This would be at the request of the school and the costs would be refundable to the Seller at the rates set by the Seller for that year.
2.2. Assistance Visits
Every second year a representative of the Seller shall visit the Purchaser’s school to provide assistance and expertise in an effort to help the school function efficiently. The Seller’s representative shall favour the Purchaser with practical written suggestions in an effort to assist the school to operate more effectively. Should there be any need for additional visits from the Seller’s representative, the cost for these visits must be carried by the Purchaser at the rates set by the Seller for that year.
2.3. Conventions
The Seller shall provide Educators’ Conventions and Administrators’ Seminars in selected locations for the in-service training of the Purchaser’s staff.
2.4. Student Conventions
The Seller shall provide, and the Purchaser’s secondary school students may compete in the Nigeria Student Convention, and the All Africa Student Conventions (AASC). Approved winners of national and regional conventions shall be eligible to compete in the A.C.E. International Student Convention (ISC).
2.5. Cost
The Purchaser shall be liable for the following costs:
2.5.1. All costs of travel, lodging, meals, and materials incurred by the Seller/Purchaser when the Seller’s representative consults or trains, at the rates set by the Seller for that year.
2.5.2. All and any registration fees that may be charged by the Seller at conventions and seminars;
2.5.3. A set-up fee is payable by the Purchaser to the Seller upon signature of this agreement. This set-up fee will be used to pay for administration and training which shall be made available to the Purchaser;
2.5.4. All tax, shipping and handling charges on materials supplied;
2.5.5. Any re-stocking charges of 15% should any of the materials be returned;
2.5.6. An annual maintenance fee is payable at annual rate determined by the National Office.
The National Office will communicate this rate providing the schools with ample time to prepare for the change.
2.5.7. Fees (referred to in 2.5.3 and 2.5.6) may vary from time to time.

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3. SALES TERMS

All orders placed by the Purchaser for curriculum materials and related items are for the Purchaser’s exclusive use and are to be accompanied by payment in cash, bank-guaranteed cheques, money order or direct bank transfer. Prices quoted by the Seller are subject to change.

4. IDENTITY

The Purchaser may not use any trademarks or insignias of Doulos Education Enterprises, AEE (Pty) Ltd or A.C.E. (S.A.), including School of Tomorrow, A.C.E. School of Tomorrow or A.C.E. The Purchaser may not advertise that the school is a School of Tomorrow, an A.C.E. School of Tomorrow, an A.C.E. school, or an AEE school. The Purchaser may advertise that they utilize the A.C.E. Programme.

Please initial here

## 5. TRAINING

### 5.1. Administrators' Training

The Seller shall provide training for, and the Purchaser shall ensure the training of, 2 (two) management staff. In the case of a church school these shall be Senior Pastor and Principal, and in the case of a non-church school, the Senior Administrator or Chairman of the Board and Principal. These persons shall be trained prior to the opening of the Purchaser's school at an official A.C.E. Administrators' Training course. All costs for travel, lodging and meals shall be the responsibility of the Purchaser. This training is valid for 5 years after which the Purchaser must arrange for re-training at the Purchaser's expense.

### 5.2. Supervisor/Monitors' Training

All other school personnel shall complete the appropriate level of A.C.E. training at an official A.C.E. Supervisor/Monitors' Training course, at the Purchaser's expense, prior to assuming learning centre responsibilities. This training is valid for 5 years after which the Purchaser shall arrange for re-training at the Purchaser's expense.

### 5.3. Administrators' Seminar and Christian Educators' Convention (CEC)

Senior Pastors, Principals and Administrators of primary/secondary and preschools shall attend the Administrators' Seminar annually and the Christian Educators' Convention with their full staff complement.

## 6. PROCEDURES

A.C.E. procedures shall be followed as detailed in the A.C.E. Procedures Manual, Volumes 1 and 2 for primary/secondary schools and for preschools and home schools as prescribed in the applicable manuals.

## 7. PRODUCTS

Only products provided or approved by A.C.E. Inc., AEE (Pty) Ltd, and/or Doulos Education Enterprises and equipment/furniture design and arrangement as prescribed in the Administration Manual shall be used.

## 8. RETURNS

Any returns must be received in a saleable condition, and be accompanied by a purchase receipt. A re-stocking fee of 15% shall be charged by the Seller.

## 9. PRICE CHANGE

Prices quoted by the Seller are subject to change with prior notice.

## 10. COPIES

**A.C.E., A.C.E. School of Tomorrow, AEE Publications and Catfish Publications claims and retains its proprietary and copyright interest in the materials provided hereunder. Duplication or unauthorized use of any A.C.E. or AEE Publications/Catfish Publications materials, inclusive of PACes or disks, automatically terminates this service agreement and may result in legal action being taken by AEE (Pty) Ltd or its representative in Nigeria.**

## 11. TERMINATION OF AGREEMENT

11.1. This agreement may be terminated by either party with 30 (thirty) days' written notice.

11.2. In the case of termination of the agreement by the Purchaser within the first 30 days after registration, a refund of the registration portion of the fee will be made. In addition, a refund on the Resource Kit less a 15% re-stocking fee will only be considered at the discretion of the Seller, if the resource kit is returned in a sealed and re-saleable condition within 30 days. In the event that training has been attended no refund will be given for training.

## 12. CESSION

This agreement may not be transferred, given, ceded or sold by the Purchaser.

## 13. PRIOR AGREEMENT

This agreement shall supercede any and all other such agreements entered into between the Purchaser and Seller.

## 14. ENTIRE CONTRACT

This document contains the entire agreement between the parties. Neither party shall have any right or remedy arising from any undertaking, warranty or representation not included in this document.

## 15. VARIATION

This contract cannot be varied, added to, or cancelled, except by means of a further written agreement, signed by both parties.

## 16. RELAXATION OF TERMS

No relaxation of terms or indulgence which one party may grant the other, shall in any way operate as an estoppel against the former party or be deemed to be a waiver of his rights, or in any way limit, alter, or prejudice those rights.

## 17. INTERPRETATION

For the purposes of this agreement, unless the context requires otherwise:

17.1. The singular includes the plural and vice versa;

17.2. Any reference to any one gender, whether masculine or feminine, includes the other;

17.3. The headings in this agreement are for convenience only and are not to be taken into account when interpreting the agreement.

Initials

**18. COSTS**

In the event of any legal action being taken on this agreement, any award of costs shall be deemed to be costs on an attorney and client scale.

**19. WARRANTIES BY INDIVIDUALS SIGNING ON BEHALF OF JURISTIC PERSONS OR ASSOCIATIONS**

- 19.1. Every natural person signing on behalf of any juristic person or association personally warrants that all necessary steps have been taken by the juristic person or association to give the signatory the power to execute this agreement on behalf of that person or association;
- 19.2. If any juristic person or association is not bound by this agreement for any reason whatsoever, including but not limited to a breach of any term thereof, then the person so signing this agreement shall be deemed to have signed in his personal capacity.

**20. ADDRESSES FOR SERVICE**

The parties to this agreement choose the following addresses as their domicile for the serving of legal documents and other:

**The Purchaser:**

**Address of Purchaser:**

SIGNED at  on this  day of  in the year

**OWNER OF SCHOOL**

**AS WITNESSES:**

<input type="text" value="1. Name of witness"/>	<input type="text" value="Signature of witness"/>
<input type="text" value="2. Name of witness"/>	<input type="text" value="Signature of witness"/>

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**The Seller:**

SIGNED at  on this  day of  in the year

**Doulos Education Ent. AUTHORISED REPRESENTATIVE**

**AS WITNESSES:**

<input type="text" value="1. Name of witness"/>	<input type="text" value="Signature of witness"/>
<input type="text" value="2. Name of witness"/>	<input type="text" value="Signature of witness"/>