

**Memorandum of Agreement**

**Between**

**The University of Port Harcourt**

**&**

**CypherCrescent L&D Limited**

**THIS MEMORANDUM OF AGREEMENT** is dated this 05 day of September 2023

**BETWEEN**

**UNIVERSITY OF PORT HARCOURT**, an Institution of higher learning, wholly owned by the Federal Government of Nigeria, established pursuant to the University of Port Harcourt Act, Cap U13, Laws of the Federation of Nigeria, 2004 and situate along the East-West Road, Choba in Obio/Akpor Local Government Area of Rivers State (hereinafter referred to as "UNIPORT" which expression shall, where the context admits, include its agents, representatives and assigns) of the one part.

AND

**CYPHERCRESCENT L & D LTD**, a company incorporated under the laws of the Federal Republic of Nigeria with registered office at Plot 76A Fiddil Avenue, off Ordinance Road, Trans Amadi, Industrial Layout, Port Harcourt, Rivers State, Nigeria (hereinafter referred to as "CypherCrescent" which expression shall, where the context admits, include its agents, representatives and assigns) of the other part.

UNIPORT and CypherCrescent are hereinafter referred collectively to as 'Parties' and individually referred to as 'Party'

**WHEREAS**

1. The Parties had executed a Memorandum of Understanding dated 28<sup>th</sup> day of July, 2022, wherein Parties agreed to collaborate to develop and offer structured industry training, industry certification, and capacity development programmes in Energy industry operations.
2. UNIPORT wishes to host the collaboration through its Energy Technology Institute which had been established by the Senate of the University of Port Harcourt to provide courses of instruction, training and research in energy for the oil and gas industry operations; carry out research in the areas of energy emissions, carbon footprint reduction, biodiversity and environmental driven research; promote and incubate innovation and entrepreneurship in the field of energy and innovation; and also perform such functions as engineering and

TED



design, project development, consulting and advisory services, technology commercialization, energy management systems, energy auditing and certification.

3. CypherCrescent being an industry expert in structured Industry training and capacity development in Energy operations has agreed to train, offer consultancy energy research, technology development, innovation incubation and other ancillary services at the Energy Technology Institute, University of Port Harcourt.
4. Following the identification of competency gaps and lack of qualified engineers in the Energy industry capable of providing world class energy services in the Nigerian oil and gas industry, UNIPORT in conjunction with CypherCrescent hereby seeks to bridge the technical gap through the provision of joint structured industry training, Training Program (M.Sc, PhD, Post Graduate Diploma and Certificate Courses), Capacity Development Programmes at the Energy Technology Institute of the University of Port Harcourt.
5. The Parties have therefore agreed to enter into this MOA to create a collaborative relationship for the purpose as set out in section 4 above and this MOA sets forth the framework of the understanding.

### **PURPOSE OF THIS MOA**

The purpose of this MOA is to formalize a working relationship between the Parties for the joint provision of Energy training Program (Master's Degree, PhD Programme and Post Graduate Diploma Programme) and Certification after structured Industry training on Energy) at the Energy Technology Institute.

**NOW THEREFORE**, and in consideration of the foregoing premises, the Parties hereby enter into this Agreement under the following terms and conditions:

#### **1.00 CYPHERCRESCENT L&D LTD**

CypherCrescent hereby covenants as follows:

- I. To provide a building where Energy Technology Institute will eventually move to
- II. To provide Facilitators (both Local and International) to teach industry courses on Energy.
- III. To provide the Specialized Software and Tools for teaching at both Classrooms and Laboratory.
- IV. To co-design the Course Structure and Course Contents, with UNIPORT

TED

- V. To provide marketing and publicity support particularly facilitating the approach to Corporate Bodies and International Organizations.
- VI. To provide support for industry visits and excursions
- VII. To help in facilitating internships and job offers for successful candidates with superlative performances.
- VIII. To provide support for mobilization drive for enrolment.
- IX. To drive innovation incubation for the institute.

## **2.00 UNIVERSITY OF PORT HARCOURT**

UNIPOINT hereby covenants as follows:

- I. To provide infrastructure in terms of premises – inter alia – a parcel of land on which CypherCrescent will build, temporary Lecture Halls and Offices.
- II. To provide a conducive environment for students and visiting resource persons for the peaceful and productive dissemination and acquisition of knowledge.
- III. To mobilize for enrolment using available channels.
- IV. To provide Facilitators (both Local and International) to teach applicable courses.

## **3.00 OBLIGATIONS OF PARTIES**

- 1. Parties undertake not to do anything to prejudice the other party's interest in the service undertaken under this MOA.
- 2. The Parties hereby commit to cooperate and work together to achieve the objective towards the performance of training with a view to ensuring skilled manpower generation and development in the energy industry.
- 3. Each Party will exert its best efforts to achieve the purpose of this MOA
- 4. The Parties agree and undertake to promptly notify each other should they receive request to take any action which would or might violate their obligations under this MOA.
- 5. The Parties mutually agree that acceptable remunerations and allowances to facilitators and administrators shall be determined by the Governing Board.
- 6. All infrastructure and facilities provided by UNIPOINT shall remain the property of the Institution during and after the termination of the MOA.

TED



#### **4.00 OTHER CONSIDERATIONS:**

##### **4.01 JOINT REPRESENTATIONS AND WARRANTIES**

The Parties warrant that:

- i. The execution, delivery and performance of this Agreement does not contravene any law, regulation, rule, order, prior agreement or commitment binding on either party;
- ii. This Agreement constitutes a legal, valid and binding obligation of each Party, enforceable against it in accordance with the terms hereof except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time or by limitation upon availability of equitable remedies.
- iii. The execution of this Agreement by either Party will not infringe the rights of any third party and that there is and will be no claim against the other Party by any third party as a result of any prior commitment.
- iv. Each Party shall work together and participate in a coordinated fashion with its best endeavors for the fulfillment of the Agreement.
- v. This Agreement shall not restrict Parties from participating in similar agreements with other public or private agencies, organizations, and individuals.

##### **4.02 MANAGEMENT**

The management structure of the institute shall be as follows:

##### **A. THE GOVERNING BOARD**

(1) The Governing Board shall consist of nine (9) members:-

- i. A Chairman;
- ii. A Vice Chairman;
- iii. A representative of the Vice- Chancellor, UNIPORT;
- iv. The Director of the Institute
- v. Dean Faculty of Engineering, UNIPORT;
- vi. A member from an international IT Company;
- vii. A member from an international Energy Company;
- viii. A member from a reputable Energy research or Innovation institution; and
- ix. A member from CYPHERCRESCENT

(2) The Quorum of the Governing Board shall be five (5) members of the Board, and the Board may regulate its own procedure.

- (3) Any member may by notice to the Board resign his office.
- (4) The term of office for all Board members is subject to the continued validity of their appointments from the institutions they represent.
- (5) The Governing Board will meet at least once a year to perform their function.
- (6) The Governing Board shall ensure that proper accounts of the Institute are kept and that the accounts of the Institute are audited annually by Auditors appointed by UNIPOINT in accordance with the rules of the Institute of Chartered Accountants of Nigeria or its equivalent for external auditors.

## **B. ADVISORY COMMITTEE**

- (1) The Advisory Committee shall consist of nine (9) members: -
  - i. The Chairman, who shall provide direct communication of work of the Advisory Board to the Governing Board. A senior academic with verifiable industry experiences shall be appointed by the Governing Board as the Chairman;
  - ii. One representative of Nigerian National Petroleum Company Limited (NNPC Limited), who shall be the Vice Chairman of the Advisory Board;
  - iii. One person appointed by UNIPOINT;
  - iv. One representative of a reputable indigenous energy company;
  - v. One representative of a reputable international energy company;
  - vi. One representative of the Nigerian Content Development & Monitoring Board (NCDMB);
  - vii. One representative of either Nigerian Upstream Petroleum Regulatory Commission (NUPRC) or Nigerian Midstream and Downstream Petroleum Regulatory Authority (NMDPRA) in an alternate fashion;
  - viii. One representative of Energy Commission of Nigeria (ECN); and
  - ix. One person appointed by CypherCrescent.
- (2) The Quorum for the advisory Committee shall be four (4) members of the Committee.
- (3) The Advisory Committee will meet at least twice a year to give advice on all operational and administrative matters of the Institute.

## **C. THE ACADEMIC COMMITTEE**

- (1) The Academic Committee shall consist of -
  - i. Dean Faculty of Engineering, UNIPOINT
  - ii. The Director of the Institute who shall be appointed by UNIPOINT;
  - iii. The Coordinator of the Institute who shall be appointed by CypherCrescent;
  - iv. One person appointed by the Governing Board, who shall be the Administrative Secretary;
  - v. All Course Lecturers
  - vi. Librarian, UNIPOINT;
  - vii. Academic Officer, UNIPOINT; and
  - viii. Associate Dean School of Graduate Studies, UNIPOINT

TED



(2) The Chairman of the Academic Committee shall be the Director of the Institute.

(3) The Academic Committee shall meet at least once in an academic session to organize and control all the courses of study at the Institute including the organization of examinations and the appointment of both internal and external examiners.

#### **4.03 FUND OF INSTITUTE**

- (1) The Institute shall maintain a Fund into which money accruing to it shall be paid and all expenditures of the Institute shall be subject to appropriation by the Governing Board.
- (2) The Institute shall operate an account (s) which signatories shall be the Director and the Coordinator of the Institute.
- (3) The source of the Institute Fund shall be as follows:
  - (a) fees charged by and payable to the Institute, as from time to time determined by the Governing Board, in respect of students;
  - (b) any other amounts, charges or dues recoverable by the Institute;
  - (c) revenue, from time to time, accruing to the Institute by way of subvention, grants-in-aid, endowment or otherwise;
  - (d) interests on investments;
  - (e) donations and legacies accruing to the Institute from any source for the general or special purposes of the Institute; and
  - (f) borrowing for the sole purpose of the day-to-day operation and administration of the Institute
- (4) The Institute Fund shall be applied:
  - (a) to meet approved budgetary obligations of the Institute;
  - (b) to meet administrative and operating cost of the Institute, including industry data generation projects;
  - (c) to pay salaries, wages, fees or other remuneration or allowances;
  - (d) to acquire and maintain any property acquired by or vested in the Institute

FD

in connection with any of the functions of the Institute under this Agreement; and (e) to be shared as profit in the following proportion:

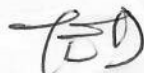
- i. UNIPORT – 40%, split as:
    - Uniport Administration – 25%
    - Faculty of Engineering – 10%
    - Exchange & Linkage – 5%
  - ii. CYPHERCRESCENT - 40%,
  - iii. SUSTAINABILITY FUND - 20%
- (5) The Institute shall keep proper accounts of its income and expenditure for each year and cause it to be audited within six months after the end of each year.
- (6) The Finance Officer appointed by UNIPORT shall oversee the financial activities of the Institute to ensure its strong financial standing, including but not limited to, establishing strategies that will earn more profits, managing accounting operations, producing accurate reports on incomes and expenditures within the business and improving or changing the Institute's operations and practices to increase efficiency, budgeting, as well as financial audit.

#### **4.03 AUTHORIZED REPRESENTATIVES**

Any action required or permitted to be undertaken and any document required or permitted to be executed, under this Agreement by UNIPORT or CypherCrescent may be undertaken or executed by the officials specified in this Agreement.

#### **4.04 NOTICES**

Any notice, request or consent made pursuant to this Agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, courier, or e-mail to such Party at its address specified in this Agreement.





Notices shall be deemed received-

- a. If delivered by hand, at the time of receipt,
- b. If delivered by courier or registered mail, at the expiration of two (2) calendar days or seven (7) calendar days respectively from the date on which notice was mailed, or
- c. If delivered by e-mail, at the commencement of the next business day following the date of transmission.

It shall be the issuing party's responsibility to provide any proof of receipt, proof of postage or proof of transmission, as the case may be if required.

The current addresses for the giving or services of notices under this Agreement are as follows:

**If to the UNIPORT:**

**THE DIRECTOR  
EXCHANGE & LINKAGE PROGRAMMES UNIT,  
UNIVERSITY OF PORT HARCOURT**

**CHOPA , OBIO/ AKPOR LOCAL GOVERNMENT AREA  
RIVERS STATE**

**If to CYPHERCRESCENT L&D LTD:**

**THE MANAGING DIRECTOR  
CYPHERCRESCENT L&D LTD  
PLOT 76A FIDDIL AVENUE, OFF ORDINANCE ROAD,  
TRANS AMADI IND. LAYOUT,  
PORT HARCOURT RIVERS STATE**

#### **4.05 DURATION**

This Agreement shall be in force for a period of five (5) Years, and may be renewed subject to the fulfillment of the terms and conditions in this agreement.

TED

#### **4.06 TERMINATION**

- This Agreement shall be terminated at the expiration of the current term but may be renewed by the Parties.
- This Agreement shall be determined by either Party before the expiration of the current term upon three (3) months' Notice duly delivered by either Party,
- In addition to the provisions hereinbefore made, either Party shall also have the right to terminate this Agreement upon the happening of any of the following events:
  - a. If any of the Parties is unable or prevented from performance of its obligations aforestated due to lack of capacity, legal or otherwise for a continuous period exceeding six (6) months while this Agreement subsists.
  - b. If any of the Parties commit a breach of any of the provisions of this Agreement and fails to remedy same within ninety (90) days after due notice in writing has been given.
  - c. If any of the Parties is found guilty of any grave misconduct or willful neglect in the discharge of their duties under this Agreement.
  - d. If any of the Parties becomes bankrupt or is wound up.

#### **4.07 GOVERNING LAW**

This Agreement shall be governed or interpreted in accordance with the Laws of the Federal Republic of Nigeria.

#### **4.08 FORCE MAJEURE**

Neither party shall be liable for delay in performing or failure to perform any of the provisions of this MOA due to any event constituting a force majeure event. For the purpose of this MOA, force majeure shall mean events or circumstances outside the reasonable control of either party to this MOA which they could not have reasonably foreseen and guarded against and which by exercise of reasonable care and diligence they are unable to prevent including but not limited to Acts of God and natural disasters, outbreak of hostilities, riots, civil disturbances, the act of any government authority, fires, explosions, malicious damage, boycotts, strikes, lockout or industrial action of any kind emanating from the Universities.

TED



Where any of the events described in clause 6.1 above occur, the party claiming relief shall give written notice to the other of the event causing the force majeure and thereafter the operation of this MOA shall be suspended until such circumstances shall have ceased. Forthwith, upon the event ceasing to exist, the party relying upon it shall give written advice to the other of this fact.

In the event that the *force majeure* event continues for a period of more than 90 (ninety) days and substantially affects the purpose of this MOA, the affected party shall have the right to terminate this MOA upon written notice of such intention to terminate.

#### 4.09 CONFIDENTIALITY

1. Either Party (the "**Receiving Party**") shall keep confidential the Confidential Information disclosed by the other Party (the "**Disclosing Party**") during the Term of this Agreement and for a five (5) years period following the termination of this Agreement; except in respect of Software and trade secrets under Applicable Laws, where such obligations shall be perpetual.
2. The Receiving Party shall handle Confidential Information with the same degree of care it applies to its own confidential information and shall use the Confidential Information of the Disclosing Party only to the extent necessary to fulfill its obligations or exercise its rights under this Agreement.
3. The Receiving Party shall restrict disclosure of, and access to, Confidential Information to its Affiliates, employees, agents, advisors, or subcontractors who have a need to know in order for the Receiving Party to perform its obligations or exercise its rights under this Agreement, and who have assumed obligations of confidentiality no less restrictive than those contained herein. The Receiving Party shall be responsible for any breach of **Error! Reference source not found.** by its Affiliates, employees, agents, advisors or subcontractors to whom it has disclosed Confidential Information.
4. The provisions on this agreement shall not apply to any information which the Receiving Party can prove:
  - a) is or becomes public knowledge other than by breach of this agreement;

TED

- b) is in the possession of the Receiving Party without restriction in relation to disclosure before the date of receipt from the Disclosing Party;
  - c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
  - d) is independently developed without access to the Confidential Information disclosed by the Disclosing Party.
5. The Receiving Party will be entitled to disclose Confidential Information if such disclosure is required by a court, administrative body, or regulatory body of competent jurisdiction, whether as a result of any application made by the Receiving Party or an investigation initiated by the regulatory body, or otherwise, provided that the Receiving Party shall:
- a) give prompt written notice of any such requirement for disclosure to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy;
  - b) take such steps as are reasonably necessary and available to maintain the confidentiality of the Confidential Information by such court, administrative or regulatory body; and
  - c) in any event, make such disclosure only to the extent so required.

#### 4.10 INTELLECTUAL PROPERTY RIGHTS

1. UNIPORT acknowledges and accepts that any and all of the Intellectual Property Rights pertaining to the training related to this agreement as provided by CypherCrescent are and shall remain the property of **CypherCrescent** or its licensors. UNIPORT will not during the Term or at any time after the expiration or termination of this Agreement in any way question or dispute the ownership of any Intellectual Property Rights of **CypherCrescent**. The UNIPORT also acknowledges that Intellectual Property Rights belonging to **CypherCrescent** or its licensors can only be used in accordance with the Articles of this Agreement.
2. Except as otherwise agreed in this Agreement, during the Term **CypherCrescent** grants the UNIPORT a non-exclusive, revocable, non-transferable and non-sub-licensable right to use, reproduce and copy **CypherCrescent's** material only to the extent explicitly required for the purpose of delivering training in accordance with the **CypherCrescent's** written consent.

TED



#### **4.11 COPYRIGHT**

The content, software, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to Energy as provided by **CypherCrescent** are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by UNIPORT is with the consent of **CypherCrescent**.

#### **4.12 DISPUTE RESOLUTION**

The Parties shall use their best endeavors to settle any dispute or difference of opinion between them, arising from or in connection with this MOA amicably through mutual discussion.

If the Parties are unable to resolve the dispute through mutual discussion, the dispute or difference of opinion shall be referred to arbitration in accordance with the Arbitration and Conciliation Act Cap. A18 Laws of the Federation of Nigeria, 2004. The arbitral award shall be final and binding between the Parties except where there is misconduct on the part of the arbitrator or error on the face of the arbitral award.

The place of arbitration shall be the city of Port Harcourt, Rivers State.

#### **4.13 LANGUAGE**

This Agreement has been executed in English Language, which shall be the binding and controlling language for all matters relating to the meaning and/or interpretation of its provisions.

This Agreement shall be executed in three (3) counterparts in English Language and each such counterpart shall be deemed an original hereof.

#### **4.14 AMMENDMENT**

This Agreement may not be amended save by a document signed and sealed by and/or on behalf of the Parties herein.

TED

**IN WITNESS WHEREOF** the Parties have caused their common seals to be affixed hereto the day and year first above written

**THE COMMON SEAL of the within-named  
UNIVERSITY OF PORT HARCOURT**  
is hereto affixed in the presence of:



.....  
**Prof. Owunari A. Georgewill**  
**VICE CHANCELOR**



.....  
**Dr Gloria Chinda**  
**REGISTRAR**

**THE COMMON SEAL of the within-named  
CYPHERCRESCENT LTD**  
is hereto affixed in the presence of:



.....  
**Engr. ThankGod Egbe**  
**GROUP MANAGING DIRECTOR**



.....  
**Mrs. Tombari Emeka-Duruzor**  
**DIRECTOR, L & D**