

**EDUCATIONAL AGREEMENT**

**BETWEEN**

**WORLD LIFE EDUCATIONAL SERVICES LIMITED**

**AND**

**APPLICANT**

**PREPARED BY**

.....  
**ADEYEYE GBENGA. A**  
**LAKINBERG ASSOCIATES**  
**1B OLADIPO DIYA CRESCENT,**  
**2<sup>ND</sup> AVENUE ESTATE (ABACHA**  
**ESTATE),**  
**LAGOS STATE.**  
**08106751472**

**THIS EDUCATIONAL CONTRACT** is made this ..... Day of ..... 20.... between **WORLD LIFE EDUCATIONAL SERVICES LIMITED**, an educational consultancy company located in the United State of America, at No.....USA (hereinafter referred to as **WORLD LIFE** which expression shall where the context so admits include its successors-in-title and assigns), of the one part.

**AND**

.....(NAME OF PROSPECTIVE STUDENT /APPLICANT AND CONTACT ADDRESS)

Both “WORLD LIFE” AND “APPLICANT “ shall for the purpose of convenience be referred to as “ Parties” in this agreement.

**WHEREAS;**

1. **WORLD LIFE** is an educational consultancy company, located in the United State of America, engaged in rendering educational services, secure admission into different universities and other ancillary academic services to students worldwide.
2. **APPLICANT**: includes but not limited to High school leavers, undergraduate, postgraduate, researchers, who intend to secure admission into various universities for the purpose of advancing in their academic career and pursuit.
3. This relationship is for the purpose of building an all-round outstanding academic relationship between World life and ..... during the duration of this contract.

4. The parties are desirous of entering into this contract agreement to define their respective roles and responsibilities in relation to the execution of this contract, subject to the terms and conditions to be stated herein.

**NOW IT IS HERBY AGREED AS FOLLOWS;**

**1. INTERPRETATION AND DEFINITIONS**

- a. The clause headings in this Agreement have been inserted for convenience only and will not be taken into consideration in its interpretation.
- b. Words and expressions defined in any clause shall for the purpose of this agreement bear the meaning assigned to such words and expressions in that clause.
- c. Any reference to singular includes plural and vice versa.
- d. Any reference to natural persons shall where the context so admits include legal persons and references to any gender includes reference to the other gender and vice versa.
- e. Any provision in the Definitions Clause, which is a substantive provision conferring rights or imposing obligations on a party, shall be given effect as if it were a substantive provision in the body of the Agreement.

**2. DEFINITIONS.**

- a. **“Agreement”** means this Agreement, all Schedules, Appendixes or Annexure(s) to it;
- b. **“Business Day”** means any weekday excluding Saturdays, Sundays or public holidays declared by the Federal Government of the within country from time to time;
- c. **“Confidential Information”** shall for the purpose of this Agreement include without limitation, any technical, commercial, scientific information, know-how, trade secrets, business ideas, intellectual property, processes, machinery, designs, drawings, technical specifications, and data in whatever form, disclosed to or assessed by either party during the course of its/his relationship with WORLD LIFE.
- d. **“Documentation”** includes but is not limited to books, technical pamphlets, catalogues, advertising material, specifications and all

other materials related to the services of a party, embodied either by hard copy or in electronic form;

- e. **“Work”** means all components of the activities to be performed by WORLD LIFE ..... and for the execution of this project as contained in this agreement.

### **3. AGREEMENT**

WORLD LIFE AND ..... hereby agree to work together via this Contract Agreement, whereby WORLD LIFE would act in the capacity of an academic consultancy company, helping the student to process and secure the desired university admission as agreed between both parties.

### **4. COMMENCEMENT AND DURATION**

This agreement shall commence on the date it is fully executed and shall continue to be in full force and effect for a minimum period of ..... year and shall be renewed for a further term of ..... year except otherwise terminated by either party in accordance with the provisions of this Agreement and subject to compliance with the terms and conditions contained herein.

### **5. SCHOLARSHIP REQUIREMENTS.**

Parties hereby agree that upon scoring 1400 SAT score by the applicant, full scholarship shall be granted to the applicant, while 1200 SAT score has been fixed for the ‘not enough for full scholarship’. The parties hereby agree that WORLD LIFE shall not be held liable upon the applicant’s failure to obtain the score required for obtaining of full scholarship.

### **6. CONSIDERATION AND TERMS OF PAYMENT**

The parties agree that the consideration sum in respect of this contract agreement shall be a total sum of \$3000 Graduate Applicants while \$2500 for Undergraduate. The applicant hereby agrees to make the following payment as stated below:

- a. The 50% shall be for application to at least 5 different Schools, registration of exams choosing one from these: GRE, GMAT SAT, ACT TOEFL
  
- b. The remaining 50% to be paid upon receipt of visa

It is further agreed that, the applicant shall pay 50% of the consideration sum upfront. However, an initial deposit to be paid shall be a non-refundable fee. However, the visa refusal does not amount to refund of initial payment of the non-refundable fee.

**7. SCOPE OF SERVICE**

The Services to be provided by the parties under this Agreement shall be the provision of services geared towards actualization of educational goals related to grant and processing of admission.

**8. OBLIGATIONS AND COVENANTS OF WORLD LIFE**

**WORLD LIFE SHALL;**

- a. Timeously process the admission of .....upon getting the required score and upon making the necessary payment.
- b. Shall continue to work closely with .....during the pendency of his student visa application and securing of admission.

**9. OBLIGATIONS AND COVENANTS OF .....**

**THE APPLICANT SHALL:**

- a. .... timeously pay all sum expected or due as stated in this contract agreement.

- b. ....correctly answer all questions posed or required by WORL DLIFE during the period of processing of the admission.
- c. ....in good faith disclose all necessary information that will be needed for a successful application of their visa and securing of admission by WORL DLIFE.
- d. ....comply with all terms, conditions, objectives stated in the visa.
- e. .... shall timeously inform WORL D LIFE upon receipt of any information pertaining to the subject matter herein during the pendency of the contract.
- f. ....be of good moral standard during the existence of the contract between both parties.

**10. TIME**

Time shall be of the essence in this Agreement and all acts and things required to be done by the parties and their respective staff and representatives under the Agreement shall be done promptly and within such time as may be agreed by the parties.

**11. CONFIDENTIALITY**

- a. It is understood and agreed that ..... would like to provide WORL D LIFE with certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange the said information, WORL D LIFE agree to protect all such confidential information from disclosure to third parties.
- b. The parties shall use the Confidential Information only when it requires to carry out its obligations as stated in this Agreement. WORL D LIFE shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees having a need to know and shall not disclose any of the Confidential Information to any third party (whether an individual, corporation, or other entity) without prior written consent of the other party. Provided that WORL D LIFE shall

not be held to be in contravention of this clause where the information disclosed is already known to the public or where such disclosures are made pursuant to an order of the court or other relevant and valid authority. The non-disclosure of confidential information obligations of the Parties under this Agreement shall continue in full force and effect throughout the subsistence of this agreement and for a period of 5 (years) thereafter.

## **12. WAIVER**

No failure to exercise or delay in exercising on the part of any of the parties hereto any right, power or privilege shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. All remedies provided in this **AGREEMENT** are cumulative and not exclusive of any rights or remedies otherwise provided by law.

## **13. NOTICE**

Any order to be given under this agreement shall be in writing either by hand delivered, electronic mail or delivered by a competent and reputable prepaid courier service to the address of the relevant party as set forth above.

## **14. FORCE MAJURE**

- a. Any failure on the part of any party to perform any of the obligations herein shall not constitute a breach of this Agreement if such failure be caused or shall arise by any event or circumstances (whether arising from natural causes, human agency or otherwise) beyond the reasonable control of the offending Party including acts of the Government.
- b. "No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire,

flood, earthquake, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, blockage, embargo, labour dispute, strike, lockout and no other Party will have a right to terminate this Agreement in such circumstances.

- c. The party affected by the Force Majeure shall do what is reasonable in the circumstances to avoid or remove the causes of the Force Majeure and shall continue the performance of its obligations under this Agreement, Provided that either party shall be at liberty to terminate this Agreement forthwith where in the event of Force Majeure continues for ninety (90) days.
- d. If any Party hereto shall claim that the occurrence of any event constitutes Force Majeure hereunder, such Party shall immediately notify the other Party of such cessation and the date thereof.
- e. Termination of this agreement pursuant to this clause shall not prejudice any right or obligation of the Parties, which may have arisen prior to the date of such termination.

## **15. COUNTERPARTS**

This agreement may be executed in any number of counterparts or duplicates, each of which shall be an original and such counterparts of duplicate shall together constitute on and the same agreement.

## **16. SEVERABILITY OF AGREEMENT**



In the event that any provision or any portion of any provision contained in this Agreement is held to be unenforceable or void by any court of competent jurisdiction or arbitral tribunal, such provision shall be deemed deleted from this agreement and the remaining provisions of this agreement shall continue to be in full force and effect

## **17. EXECUTION**

This agreement shall not be binding on both parties until it is signed by both parties.

## **18. ENTIRE AGREEMENT**

This **AGREEMENT** sets forth the entire understanding and supersedes all prior and contemporaneous agreements between the Parties relating to the subject matter contained herein and merges all prior and contemporaneous discussion between them. Neither Party shall be bound by any definition, condition, representation, warranty, covenant or provision other than as expressly stated in or contemplated by this agreement.

## **19. ALTERNATIVE DISPUTE RESOLUTION**

- a. The parties hereby undertake to use their reasonable and best endeavors to amicably resolve any dispute or misunderstanding, interpretation or execution of this agreement that may arise between them, in relation to the terms of this Agreement.
- b. Where the parties are unable to resolve any dispute amicably within Ten (10) days of holding consultations after the dispute arise, such dispute

shall be referred to a single Arbitrator jointly appointed by the parties hereto.

- c. The arbitration proceedings shall take place in a venue or venues agreed to by the parties and shall be conducted in English language.
- d. The decision of the Arbitrator shall be known as **Award**. The Award shall be binding on the parties and same shall be entered as the judgment of the court in a competent court of jurisdiction.

**20. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the Laws of the United State of America. Any dispute arising under or in connection with this agreement shall be subject to the jurisdiction of a competent court in the United State of America.

**IN WITNESS WHEREOF THE PARTIES** have hereunto set their hands and seals the day and year first written above.

The Common seal of **WORLD LIFE EDUCATION LIMITED** was hereunto affixed in the presence of:

.....

.....

**DIRECTOR**

**DIRECTOR/SECRETARY**

In the presence of:

NAME: .....

ADDRESS: .....

OCCUPATION:.....

SIGNATURE :.....

DATE:.....

**SIGNED BY THE WITHIN NAMED**

.....  
(APPLICANT)

In the presence of:

NAME: .....  
ADDRESS: .....  
OCCUPATION: .....  
SIGNATURE: .....  
DATE: .....