

MEMORANDUM OF UNDERSTANDING
BETWEEN
GEORGETOWN GLOBAL CONSULTING AND NDES Foundation

This Memorandum of Understanding (“MOU”), effective as of **September 2nd, 2024** (the “Effective Date”), summarizes the parties’ mutual intent for Georgetown Global Consulting (“GGC”) to provide consultancy services to **NDES Foundation** (the “Client”) in an effort to solve the organizational and policy challenges facing **NDES Foundation**, so that **NDES Foundation** can maximize its impact on target communities (the “Relationship”), the terms of which are to be agreed upon by the parties through this document.

The provisions of this introductory section and Section 1 of this MOU are not legally binding and merely constitute an expression of the parties’ mutual intent with respect to the Relationship and are subject to change with mutual agreement between the parties. Section 1 of this MOU shall not create any obligations on the part of GGC or the Client with respect to the Relationship or any other matter. The provisions of Section 2 and 3 of this MOU, however, constitute binding agreements between GGC and the Client.

SECTION 1
PROPOSED STRATEGIC RELATIONSHIP

1.1 Background.

NDES Foundation is a non-profit organization focused on improving communities’ access to education, healthcare, and infrastructure, based out of Cameroon. GGC is a student-run, nonprofit consulting service based in Washington, DC, USA, providing pro-bono consulting services to nonprofits in the international development space. GGC agrees to provide consultancy services to the Client.

1.2 High Level Roles & Responsibilities.

Below are initial proposed responsibilities with respect to the Relationship. The responsibilities set forth below are not binding and are subject to modification throughout the life of the Relationship. The below responsibilities shall henceforth be referred to as (“Collective Responsibilities”)

GGC	Client
<ul style="list-style-type: none">• High-quality deliverable based on research of literature and case studies, NGO best practices,	<ul style="list-style-type: none">• Weekly conference calls with the GGC team, in order to ensure that we can provide the most informed recommendations possible.

<p>and guidance from Georgetown University’s faculty.</p> <ul style="list-style-type: none"> Weekly contact with the client to provide updates on progress and clarify doubts throughout the duration of the project. 	<ul style="list-style-type: none"> Openness to the suggestions and ideas proposed by the GGC team. Transparency
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1.3 Key Stakeholders

A set of key individuals will be established from both organizations to support and manage the respective initiatives. Key individuals from each organization are listed below. These key individuals will make every reasonable effort to be available when needed by the other party.

GGC

Name	Title	Project Role
Stellina Sy	Chief Operating Officer	Strategic Vision
TBD	Project Manager	Project Execution and Management

NDES Foundation

Name	Title	Project Role
Stanley Enyih	President	Visionaries
Ruth Sakwe	Vice President	Project Execution
Joseph KUUM	Finance Manager	Project Management

1.4 Intellectual Property Rights.

All material developed for the Client in conjunction with this Relationship will become the property of the Client, while GGC will receive a perpetual license to use all created material internally within GGC.

1.5 Timeline and Commitment Expectations.

This project, as agreed upon by both parties, will last from **2 September 2024** (the “Start Date”) to **15 December 2024** (the “End Date”). The time between the Start Date and End Date will collectively be referred to as (“Relationship Duration”).

During this Relationship Duration, it is expected that GGC and the Client will have weekly conversations, with the further expectation that communications such as emails, messages, or any other reasonable form of communication will be returned promptly.

SECTION 2

NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “Agreement”) is made as of the Effective Date by and between GGC and the Client. Each party has disclosed and/or may further disclose its Confidential Information (as defined below) to the other in connection with the Relationship, pursuant to the terms and conditions of this Agreement. As used herein, the term “Discloser” shall refer to GGC whenever the context refers to the Client’s Confidential Information being disclosed to the Client, which is referred to as “Recipient” in that context. Conversely, the term “Discloser” shall refer to the Client whenever the context refers to Counterparty’s Confidential Information being disclosed to GGC, which is referred to as “Recipient” in that context.

The parties wish to conduct the Relationship in connection with which Discloser has disclosed and/or may further disclose its Confidential Information (as defined below) to Recipient. This Agreement is intended to allow the parties to continue to conduct the Relationship while protecting Discloser’s Confidential Information against unauthorized use or disclosure.

Agreement

In consideration of the premises and mutual covenants herein, the parties hereby agree as follows:

2.1 Definition of Confidential Information.

“Confidential Information” means information and physical material not generally known or available outside Discloser and information and physical material entrusted to Discloser in confidence by third parties. Confidential Information includes, without limitation: technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, laboratory notebooks, processes, formulas, techniques, mask works, engineering designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees and consultants of the Discloser (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, suppliers and customers, price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed by Discloser (whether by oral,

written, graphic or machine-readable format), which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed thirty (30) days) after the oral disclosure, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary.

2.2 Nondisclosure of Confidential Information.

Recipient shall not use any Confidential Information disclosed to it by Discloser for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Relationship.

Recipient shall not disclose or permit disclosure of any Confidential Information of Discloser to third parties or to employees of Recipient, other than directors, officers, employees, consultants and agents of Recipient who are required to have the information in order to carry out the discussions regarding the Relationship. Recipient shall take reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Discloser in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include the degree of care that Recipient utilizes to protect its own Confidential Information of a similar nature. Recipient shall notify Discloser of any misuse, misappropriation or unauthorized disclosure of Confidential Information of Discloser which may come to Recipient's attention.

2.3 Term.

The foregoing commitments of each party shall survive any termination of the Relationship between the parties and shall continue for a period terminating five (5) years from the date on which Confidential Information is last disclosed under this Agreement.

SECTION 3

BINDING TERMS

3.1 Confidentiality.

In addition to adhering to the terms of the Mutual Non-Disclosure Agreement in Section 2, (the "NDA"), each party agrees to keep in strict confidence all information regarding the terms of this MOU and the Relationship. Both parties shall cause their respective officers, directors, employees and affiliates to comply with the terms of the NDA and this confidentiality clause until such time as the project is completed, at which point the project may be publicly disclosed, though confidential information provided by both parties will remain confidential.

3.2 Public Announcements.

Both parties may speak publicly about the existence of the Relationship, though no further details may be disclosed until the project is completed.

3.3 Termination.

Without prejudice to the non-binding nature of Section 1 hereof, this MOU may be terminated, and negotiations relating to an Agreement may be abandoned at any time, by either party, by providing written notice to the other party at least two weeks before the Start Date of the project. **Once the engagement has begun, both sides must adhere to the agreement until the End Date.** In any scenario, Sections 2 and 3 will remain binding.

3.4 Miscellaneous.

(a) Disclaimer of Liabilities.

Except for breaches of the binding terms provided in Section 2 and 3 of this MOU, neither GGC nor the Client shall have any liability to a party hereto or any other party for any liabilities, losses, damages (whether special, incidental or consequential), costs, or expenses incurred by the party in the event the negotiations among the parties are terminated as provided in this Section 2.

(b) Assignment.

Neither party hereto may assign this MOU, or any of the rights, interests or obligations hereunder, without the prior written consent of the other party hereto.

(c) Remedies.

In the event of any breach or threatened breach of Paragraphs 1, 2 or 4(b) of this Section 2 by either party hereto, the other party shall be entitled to equitable relief by way of injunction in addition to any other rights and remedies available to it.

(d) Survival.

The respective obligations of the parties under Section 3.1 (Confidentiality), 3.4 (Miscellaneous) and 3.6 (Remedies) of this section shall survive the termination hereof. Sections 2 and 3 shall also survive termination

(e) Severability.

Should any section of this MOU be found to be invalid or unenforceable, such section (or part thereof) shall be deemed severed from this MOU and the other sections hereof shall remain in full force and effect as if this MOU had been executed without the offending section appearing.

(f) Counterparts.

This MOU may be executed in one or more counterparts, each of which, taken together, shall constitute but one original document. It shall constitute sufficient proof of this MOU to present any copy, copies or facsimiles signed by the parties hereto.

(g) Governing Law and Jurisdiction.

This MOU will be governed by and construed in accordance with the laws of the District of Columbia in the United States, without regard to the principles of conflicts of law thereof. GGC and the Client each consent to the exclusive jurisdiction of the federal and state courts situated in the District of Columbia (other than the granting of equitable relief to enforce this MOU).

[Signature Page Follows]

The parties have executed this MOU and NDA as of the last date below.

“GGC”

“Client”

Georgetown Global Consulting

NDES Foundation



Signature

Signature

Sarah Whitehouse, CEO

Stanley Enyih, President

Printed Name & Title

Printed Name & Title

September 5, 2024

31/8/2024

Date

Date