



MEMORANDUM OF UNDERSTANDING BETWEEN

<p>AMERICAN GLOBAL INSTITUTE FOR PRIVATE TRAINING KUWAIT – SALMEYAH TEL. : 00965 65548855 EMAIL : ADMIN@AGI-KW.COM EMAIL : AGI-KW@HOTMAIL.COM</p> 	&	<p>THR FOR TRAINING & CONSULTING CENTER UAE – DUBAI TEL. : 00971 568801007 EMAIL : INFO@THR-ONLINE.COM EMAIL : WWW.THR-ONLINE.COM</p>	
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This Agreement made and entered into on Sunday 06/05/2018 between **American Global Institute** (hereinafter called “**AGI**”) - Salmeyah City – Kuwait and **THR Training & Consulting Center** (hereinafter called “**THR**”).

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. To promote training & skill development for all participants between AGI and THR.
- b. To provide a formal basis for initiating interaction in training & skill development between AGI and THR.

2. PROPOSED MODES OF COLLABORATION

AI AGI and THR propose to collaborate through

- a. Sharing of technical knowledge for training.
- b. Interact with any Middle-East or UAE Training for “AGI & THR” trainees and participants.
- c. Training of AGI personal through Continuing Education Programmes conducted by THR in areas of interest to AGI.
- d. Any other appropriate mode interaction agreed upon between AGI and THR.
- e. AGI will do the necessary marketing to ensure continuous enrollment.

3. CONFIDENTIALITY

- a. During and for a period of FIVE years from the date of disclosure, each party agree to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information.



- ✓ Is in the public domain at the receiving party.
- ✓ Is already known or become known to the receiving party.
- ✓ Is received from a third party having no obligations of confidentiality to the disclosing party.
- ✓ Is independently developed by the receiving party, or.
- ✓ Is required to be disclosed by law or court order.

4. EXCLUSIVITY

The relationship of the parties under this MOU shall be exclusive and AGI, including their affiliates, subsidiaries and divisions, are NOT free to pursue other agreements or collaborations of any kind for training.

5. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 5 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU, whether mutual or unilateral shall affect the obligations of both parties.

6. RELATIONSHIP

This MOU shall be considered by each Party to the other as an agent and as a partner in the work of its country and its secretariat.

7. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise herein this MOU is based on the professional competence and expertise of each party and hence neither party shall transfer or assign this agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

8. FINANCING

Each Party shall bear the respective costs of carrying out the obligations under this MOU. AGI will charge fees for training & development programmes and reimburse actual expenses incurred from AGI. The profit will be shared between both parties on agreed ratio and conditions.



9. BREACH OF AGREEMENT

AGI shall have the right to terminate the agreement with the THR either fails to provide the services successfully as mentioned in the agreement, or violates any of the clause mentioned in the MOU, or exploits the students or misuses the partnership with AGI in any way.

10. AMENDMENT TO THE AGREEMENT

The obligation of the AGI and THR have been outlined in this agreement. HOWEVER, during the operation of the agreement circumstances may arise which call for alteration or modifications of this Agreement. These modifications / alterations will be mutually discussed and agreed upon in writing.

11. FORCE MAJEURE

In the event of non-fulfillment of the contract terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither AGI nor THR shall be held responsible for any loss or consequential loss.

12. INDEMNITY

The AGI hereby agrees jointly and severally to indemnify THR, their representatives, administrators and properties from and against all action, demands, proceedings, prosecutions, attachments, and the like arising out of its liabilities and all charges, taxes, etc.

Similarly, THR shall be liable to indemnify/ compensate the AGI on account of any losses arising due to the fault of THR.

13. ARBITRATION

Any dispute arising with regard to any aspect of this MOU shall be settled through mutual consultations and agreements by the parties to the Agreement.

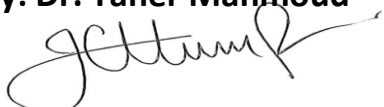
14. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.


On behalf of
AMERICAN GLOBAL INSTITUTE FOR PRIVATE TRAINING
(AGI)

By: Mr. Ghanem F. M. Al-Otaibi


On behalf of
THR FOR TRAINING & CONSULTING Center
(THR)

By: Dr. Taher Mahmoud