

GENERAL CONTRACT FOR SERVICES

This contract for services is made effective as of _____ (today's date), by and between Sama Yanick Ndasi of Ohipopo English School ("the Recipient"), and _____ (your name) ("the Provider") of _____ (your complete address).

- **DESCRIPTION OF SERVICES.** Beginning on _____ (today's date), you will provide to Ohipopo English School the following services (collectively, the "Services"): Teach the English language online to our students.
- **PAYMENT.** Total cumulative payment shall be made monthly to the Provider at a rate of \$1.4 upon completion of a 25 minutes lesson conducted in the time and manner provided for in this Contract until termination of this Agreement. However there could be possibilities of an increase or incentives based on conditions which will be stipulated by the Recipient as time goes on.
- **TERM.** Unless sooner terminated, extended or renewed by mutual agreement of both parties, this Contract may be terminated by either party upon 30 days' prior written notice to the other party without cause. An email notice by one party will suffice.
- **DEFAULT.** The failure to make available or deliver the Services in the time and manner provided for in this Contract shall constitute a material default under this Contract.
- **ATTORNEYS' FEES AND COLLECTION COSTS.** If there is dispute relating to any provisions in this Contract, the prevailing party is entitled to, and the non-prevailing party shall pay, the costs and expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses.
- **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or

condition of this contract, the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default and shall result in the automatic termination of this Contract.

- **FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
- **DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the Cameroon National Arbitration Law. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

- **SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- **AMENDMENT.** This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.
- **GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the government of Cameroon.
- **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
- **ATTORNEY'S FEES TO PREVAILING PARTY.** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.
- **CONSTRUCTION AND INTERPRETATION.** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.
- **ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Service Recipient:
Ohipopo English School

By:  _____ Date: 27/03/2021

Service Provider:

By: _____ Date: _____
(Your signature)