

## Memorandum of Understanding

This memorandum of Understanding (the “Memorandum”) is made on \_\_\_\_, by and between Globetecusa LLC. Of 6306 Zuccaro Drive, Hilliard OH 43026 (hereinafter to as “Globetecusa”) and \_\_\_\_ of \_\_\_\_\_ for the purpose of achieving the various aims and objectives relating to the Ohio TechCred Program – Private Training Provider (the “project”).

WHEREAS Globetecusa and \_\_\_\_ desire to enter into an agreement in which Globetecusa and \_\_\_\_ will work together to complete the project.

AND WHEREAS Globetecusa and \_\_\_\_ are desire to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project,

### Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Ohio TechCred Program – Private Training Provider (the “project”) between Globetecusa and \_\_\_\_

### Obligation of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the project and to demonstrate financial, administrative and managerial commitment to the project by means of the following individual services.

### Corporation

The activities and services for the project shall include, but not limited to:

a. Services to be rendered by Globetecusa include:

Information Technology Training, IT Consulting and Stuffing, Software Development, Web Development and Hosting etc.

b. Services to be rendered by \_\_\_\_ include:

### Resources

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the project.

a. Globetecusa agree to provide the following financial, material, and labor resources in respect of the Project.

All tools and equipment necessary to complete the Training

b. \_\_\_\_ hereby agrees to provide the following financial, material, and labor resources in respect of the Project.

A Computer and Internet Connection, Course Fees paid in full before the training.

### **Communication Strategy**

Marketing of the vision and any media or other public relation contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communication should be made with external to elicit their support and further the aims of the project.

### **Liability**

No liability will arise or be assumed between the Partners as a result of this Memorandum.

### **Dispute Resolution**

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the partners together with one other person independent of the partners appointed by the Chief Executives. This dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

### **Term**

The arrangement made by the Partners by this Memorandum shall remain in place from \_\_\_\_ until \_\_\_\_\_. The term can be extended only by agreement of all of the Partners.

### **Notice**

The notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

### **Governing Law**

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

### **Severability**

If any of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provision will continue to be valid and enforceable. If a court finds that any provision of this Memorandum 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.

### **Prior Memorandum Superseded**

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and superseded all prior or simultaneous representation, discussion, negotiation, and Memorandums, whether

written or oral.

### **Understanding**

It is agreed upon and understood by and among the Partners of this Memorandum that

- a.** Each Partner will work in a coordinated fashion for the fulfillment of the Project.
- b.** In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c.** To the extent possible, each will participate in the development of the Project.
- d.** Nothing in this Memorandum shall obligate any Partners to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in a separate agreement that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- e.** This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- f.** This Memorandum will be effective upon the signature of both Partners.
- g.** Any Partner may terminate its participation in this Memorandum by providing written notice to other Partners.

The following Partners support the goals and objectives of the Ohio TechCred Program – Private Training Provider.

### **Signatories**

This agreement shall be signed on behalf of Globetecusa LLC. by Md Uddin, CEO, and on behalf of \_\_\_\_ by \_\_\_\_.

This Agreement shall be effective as of the date first written above,

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Globetecusa LLC.**

**Md Uddin, its CEO**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, its \_\_\_\_\_