



Membership Agreement between the African Virtual University and a Participating Institution that wishes to join the AVU Network as a Partner Institution

Anjarwalla & Khanna, Advocates
ALN House
Eldama Ravine Gardens
Off Eldama Ravine Road
Westlands
P O Box 200 – 00606
Nairobi, Kenya
(SS/MMS/N2195/29/309940v1)

**AFRICAN VIRTUAL UNIVERSITY MEMBERSHIP SCHEME
ACADEMIC AND NON-ACADEMIC PARTNER INSTITUTIONS
GENERAL TERMS AND CONDITIONS**

- A. AVU is a Pan African Intergovernmental Organization established by charter with the mandate of significantly increasing access to quality higher education and training through the innovative use of information communication technologies..
- B. AVU has pursuant to its Charter and as implementation of the AVU Business Plan 2009-2014 established a membership scheme for the management of AVU membership for purposes of improving the management of AVU membership, updating the database of all members, collecting and updating members' detailed information, coordinating all member-related activities and improving communication.
- C. AVU's membership scheme includes a category for Partner Institutions (as hereinafter defined).
- D. The Institution is desirous of admission to the AVU membership scheme as a Partner Institution.
- E. AVU and the Institution have agreed to enter into this Agreement to establish the principles which will govern the Institution's membership as a Partner Institution to the AVU.

**ARTICLE 1
DEFINITIONS**

For purposes of this Agreement:

“Partner Institutions” means universities, other institutions of higher learning in Africa and non-academic partners which participate in the AVU educational programmes or run joint programmes of the AVU and the term “Partner Institution” shall be construed accordingly.

“Academic Partners” means universities and other institutions of higher learning in Africa, which participate in the programmes of the AVU or run joint programmes of the AVU.

“Non-Academic Partners” means African and non-African institutions, which are not academic institutions and which participate in the programmes of the AVU or run joint programmes of the AVU.

**ARTICLE 2
ADMISSION TO MEMBERSHIP**

- 2.1 Any institution, wishing to join the AVU as a Partner Institution must respect the following membership procedures:
- (a) Accept the goals and objectives of the AVU;
 - (b) Meet the minimum admission criteria being: the basic description of an Academic Partner or Non-Academic Partner (as the case may be) set out in Article 1 above and paying the relevant fees for the appropriate partnership level as set out in Article 4 below;
 - (c) Apply for membership by filling the attached application form and forwarding it to the AVU Management; and
 - (d) In case of acceptance, a Partner Institution must settle their membership fees in addition to yearly contributions before, and in order to continue, enjoying membership.
- 2.2 There shall be an initial membership fee and thereafter yearly contributions due and payable from Partner Institutions in such amounts as the AVU Management may prescribe from time to time.

**ARTICLE 3
CATEGORIES OF PARTNER INSTITUTIONS**

- 3.1 There shall be the following partnership levels available for admission for a qualifying Institution which satisfies Article 2.1 above:
- a) Platinum partnership level;
 - b) Gold partnership level;
 - c) Silver partnership level; and
 - d) Associate partnership level.
- 3.2 Academic institutions that receive a minimum of USD 200,000 of donor related services from the AVU will acquire Platinum-level partnership. Academic institutions that do not receive such donor related services will be entitled at their option to apply for and subject to meeting AVU Management's admission requirements, be awarded Platinum-level partnership based on the value of the benefits included.
- 3.3 Academic institutions that receive between USD 100,000 and USD 199,000 of donor related services from the AVU will acquire Gold-level partnership. Academic institutions that do not receive such donor related services will be entitled at their option to apply for and subject to meeting AVU Management's admission requirements, be awarded Gold-level partnership based on the value of the benefits included.

- 3.4 Academic institutions that host an active AVU Learning Centre or AVU Open Distance and eLearning Centre will acquire Silver-level partnership. Academic institutions that do not host such centres will be entitled at their option to apply for and subject to meeting AVU Management's admission requirements, be awarded Silver-level partnership based on the value of the benefits included.

ARTICLE 4
RIGHTS AND OBLIGATIONS OF PARTNER INSTITUTIONS IN RELATION TO AVU

4.1 Academic Partners who qualify for:

4.1.1 Platinum partnership level will be:

- a) required to pay an annual membership fee of USD 6000 or such other amount as the AVU Management may from time to time require; and
- b) entitled to:
 - (i) official affiliation and Platinum-level partnership with the AVU, with the right to publicise such status and link to the AVU website;
 - (ii) benefits associated with receiving a minimum of USD 200,000 of donor related services
 - (iii) free hosting of up to one (1) eConference day per year;
 - (iv) discount on selected AVU services
 - (v) all the Gold, Silver and Associate partnership level benefits below; and
 - (vi) such other benefits as the AVU Management may from time to time endow upon this partnership level

4.1.2 Gold partnership level will be:

- a) required to pay an annual membership fee of USD 3000 or such other amount as the AVU Management may from time to time require; and
- b) entitled to:
 - (i) official affiliation and Gold-level partnership with AVU with the right to publicise such status and link to the AVU website;
 - (ii) benefits associated with receiving between USD 100,000 and USD 199,000 of donor related services
 - (iii) free hosting of 1 online community per year
 - (iv) free hosting of 1 online seminar (webinar) days per year
 - (v) all the Silver and Associate partnership level benefits below; and
 - (vi) such other benefits as the AVU Management may from time to time endow upon this partnership level

4.1.3 Silver partnership level will be

- a) required to pay an annual membership fee of USD 1500 or such other amount as the AVU Management may from time to time require; and
- b) entitled to:
 - (i) official affiliation and Silver-level partnership with AVU with the right to publicise such status and link to the AVU website;
 - (ii) membership to the AVU Learning Center/ODEL network
 - (iii) access to AVU non-restricted academic contents
 - (iv) all Associate-level benefits below; and
 - (v) such other benefits as the AVU Management may from time to time endow upon this partnership level

4.1.4 Associate partnership level will be:

- a) required to pay an annual membership fee of USD 500 or such other amount as the AVU Management may from time to time require; and
- b) entitled to:
 - (i) be a basic member of AVU network;
 - (ii) receipt of AVU and partner white papers/research on tertiary education and Open, Distance and eLearning;
 - (iii) receipt of AVU newsletter
 - (iv) invitation to participate in AVU meetings, conferences, consortia and events;
 - (v) unlimited access to AVU's Open Educational Resource (OER) resources
 - (vi) such other benefits as the AVU Management may from time to time endow upon this partnership level

4.2 Non-Academic Partners who qualify for:

4.2.1 Platinum partnership level will be:

- a) required to pay an annual membership fee of USD 6000 or such other amount as the AVU Management may from time to time require; and
- b) entitled to:
 - (i) official affiliation and Platinum-level partnership with the AVU, with the right to publicise such status and link to the AVU website;
 - (ii) free hosting of up to two (2) eConference days per year;

- (iii) discount on selected AVU services;
- (iv) all the Gold, Silver and Associate partnership level benefits below; and
- (v) such other benefits as the AVU Management may from time to time endow upon this partnership level

4.2.2 Gold partnership level will be:

- a) required to pay an annual membership fee of USD 3000 or such other amount as the AVU Management may from time to time require; and
- b) entitled to:
 - (i) official affiliation and Gold-level partnership with AVU with the right to publicise such status and link to the AVU website;
 - (ii) free hosting of two (2) online communities per year
 - (iii) free hosting of 1 online seminar (webinar) day per year
 - (iv) all the Silver and Associate partnership level benefits below; and
 - (v) such other benefits as the AVU Management may from time to time endow upon this partnership level

4.2.3 Silver partnership level will be:

- a) required to pay an annual membership fee of USD 1500 or such other amount as the AVU Management may from time to time require; and
- b) entitled to similar benefits as those set out for Silver-level Academic Partners in 4.1.3 above.

4.2.4 Associate partnership level will be:

- a) required to pay an annual membership fee of USD 500 or such other amount as the AVU Management may from time to time require; and
- b) entitled to similar benefits as those set out for Associate-level Academic Partners in 4.1.4 above.

4.3 The effective date on which the Institution becomes a Partner Institution shall be determined by the AVU Management (the “Effective Date”). As from the Effective Date, the Partner Institution commits to:

- a) Pursue the AVU’s common goals and objectives;
 - a. Undertake all initiatives to promote the AVU’s development;
- b) Strictly adhere to the principles developed by the AVU for membership management;

- c) Implement the programs and activities as adopted by the governing organs of the AVU;
 - d) Desist from any action contradicting the ideals of the AVU, detrimental to its image and/or hindering its activities;
 - e) Cooperate with the AVU Partnership Coordinator when required to provide or update information or payments or participate in scheduled membership drives and activities; and
 - f) Pay their membership dues as shall be determined by the AVU Management from time to time.
- 4.4 From the Effective Date and for as long as it is a Partner Institution which has settled its dues and is not otherwise in breach of this Agreement, the Institution shall be entitled to and AVU shall be obliged to provide to the Institution all the benefits accruing from AVU to members of the relevant category of membership to which the Partner Institution belongs.

ARTICLE 5 LOSS OF MEMBERSHIP

- 5.1 A Partner Institution shall lose membership upon:
- a) Written notice of resignation to the AVU Rector who will forward the resignation to the AVU Management;
 - b) Ceasing to qualify as an Academic or Non-Academic Partner as defined herein;
 - c) Continued default on annual membership contributions; or
 - d) Expulsion due to serious misconduct notified to the offensive member by the AVU Rector in writing.

ARTICLE 6 INDEMNIFICATION

- 6.1 The Institution shall indemnify, defend and hold harmless AVU, its officers, directors, employees and representatives against any liability, claims or damages, including reasonable attorney's fees and costs of defence arising out of, relating to or resulting from breach of this Agreement by the Institution.

ARTICLE 7 MISCELLANEOUS PROVISIONS

- 7.1 AVU is a legal entity separate from the Institution and AVU shall not bear any legal or equitable liability for the Institution or the actions of employees, officers or managers of the Institution or otherwise howsoever. The Institution shall not

represent to any person that it is authorised to act on behalf of AVU or in any way pledge the credit of AVU.

- 7.2 This Agreement shall come into force on the Effective Date and shall remain valid and renewable periodically upon the payment of relevant annual fees by the Institution in accordance with the terms of this Agreement.

ARTICLE 8

DISPUTE RESOLUTION

- 8.1 Any dispute, controversy or claim arising out of or relating to this Agreement or the interpretation, breach or validity hereof or thereof, shall be referred to arbitration by a single arbitrator to be appointed by the Chairman of the Kenya Branch of the Chartered Institute of Arbitrators. The provisions of the Arbitration Act (1995) (as amended) shall apply to such arbitration proceedings.
- 8.2 The place of arbitration shall be Nairobi and the language of the arbitration shall be English.
- 8.3 The award of the arbitrator shall be final and binding upon the parties and any party may apply to a court of competent jurisdiction for enforcement of such award. The award of the arbitrator may take the form of an order to pay an amount or to perform or to prohibit certain activities.
- 8.4 Notwithstanding the provisions of Article 8.1, a party is entitled to seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the arbitrator.
- 8.5 The laws of the Republic of Kenya shall govern this Agreement and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Kenya.

MEMBERSHIP APPLICATION FORM

Please complete this form and submit it with your membership subscription fee. Membership is renewed annually subject to compliance with the attached Terms and Conditions (as amended by the AVU from time to time) and to payment of the relevant prevailing subscription fee.

Institution contact information:

Full Name: _____
(please provide copy of registration certificate for first time applications)

Country of registration: _____

Billing address:

Physical: _____

Postal: _____

City: _____ State/Province: _____

Zip code: _____ Website: _____

Telephone: _____ Fax: _____

Contact Email: _____

Billing Contact (First, Initial, Last): _____

Title: _____

Membership information:

Academic Partner Non Academic Partner

<u>Membership level</u>	<u>Membership Fee</u>	Please tick:
Platinum partnership	US\$ 6000	<input type="checkbox"/>
Gold partnership	US\$ 3000	<input type="checkbox"/>
Silver partnership	US\$ 1500	<input type="checkbox"/>
Associate partnership	US\$ 500	<input type="checkbox"/>

The information provided above will be used to keep you informed about the AVU events in future.

Payment information:

1. Direct wire transfer to the following bank account details:

*[African Virtual University - FEE COLLECTION.
Account No.. 22 -7319216*

*Bank Address: Barclays Bank of Kenya Ltd
Corporate Banking, Loita Street
P.O Box 46661-00100
Nairobi, Kenya*

Swift code: BARCKENX

ABA / Bank sort code: 026002574

U.S. Correspondent/Intermediary Bank Name: Barclays Bank, New York

Intermediary Bank Code SWIFT CODE: BARCUS33

Intermediary Bank Address: Barclays PLC 75 Wall street New York, NY 10265 USA

Type of account: Checking]

Please check carefully that you have entered the account information exactly as above to avoid any delays in processing your payment and any associated problems.

OR

2. Cheques payable to:

[African Virtual University]

Applicant's Declaration:

We have read and understood the Terms and Conditions. We undertake to abide by the Terms and Conditions, the AVU Charter (available on the AVU website) and hereby enclose our subscription payment/evidence of payment of our subscription/ payment.

Applicant's Signature:

Duly authorised representative of [] Date: -----

For AVU's use only:

Date Application Received: _____

Subscription payment received: Receipt issued: (*please tick*)

Membership approved/renewed: