

MEMORANDUM OF UNDERSTANDING Between



ZIMBABWE ACADEMY OF DENTAL NURSING (ZADENU)

&



ELEGANZ DENTAL ASSISTING TRAINING SCHOOL

MEMORANDUM OF UNDERSTANDING

Entered into between

The ZIMBABWE ACADEMY OF DENTAL NURSING (ZADENU)

Herein represented by **DR FARAYI MOYANA, the DIRECTOR**, he being duly authorized thereto.

And

ELEGANZ DENTAL ASSISTING SCHOOL LLC IN DALLAS, TEXAS, USA

Herein represented by, **DR QUINCY ATTIPOE, the DIRECTOR**, he being duly authorized thereto.

WHEREAS, The Zimbabwe Academy of Dental Nursing is a duly registered vocational and technical training institution accredited and registered with the Zimbabwe Higher Education Examination Council (HEXCO), operating according to the laws of

Zimbabwe and awarding academic diplomas in dental surgery assisting.

WHEREAS, Eleganz Dental Assisting School LLC, is a duly registered vocational training school credentialed by the Texas Workforce Commission, having met the legal requirements prescribed in Chapter 132, Texas Education Code.

AND WHEREAS the parties wish to enter into an agreement in order to collaborate in the exchange of best practices in the training of dental surgery assistants/dental nurses/chairside dental assistants, student and trainer/tutor/lecturer exchange programmes, fund raising, resource mobilization and any other areas of mutual interest.

AND WHEREAS the parties agree that the preamble forms an integral part of this agreement.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS: -

1. Effective date and duration of service

1.1 Notwithstanding the date of signing, the effective date of this agreement shall be the **1st day of November 2022** unless and until it is terminated as provided for herein.

2. UNDERTAKINGS BY THE ZIMBABWE ACADEMY OF DENTAL NURSING (ZADENU)

2.1 ZADENU undertakes to provide the following services: -

2.1.1 Facilitation of invitation letters to Eleganz staff, students and anyone associated with them, if needed or requested.

2.1.2 Facilitate arrangements for accommodation, related boarding needs and any touring or attachment/philanthropic/academic mission requirements in Zimbabwe.

2.1.3 Allow use of ZADENU dental surgeries for the use of visiting students and staff to observe how dental nursing is practiced in Zimbabwe.

2.1.4 During the term of this agreement, each party shall bear the cost of its activities.

2.1.5 The timetable and hours for activities in either jurisdiction shall be by mutual agreement.

3. UNDERTAKINGS BY ELEGANZ DENTAL ASSISTING SCHOOL LLC

3.1 Eleganz undertakes to provide the following services: -

- 3.1.1 Facilitation of invitation letters to Eleganz staff, students and anyone associated with them, if needed or requested.
- 3.1.2 Facilitate arrangements for accommodation, related boarding needs and any touring or attachment/philanthropic/academic mission requirements in the USA.
- 3.1.3 Allow use of Eleganz facilities for the use of visiting students/staff to observe/orient or acquaint themselves on how dental nursing is practiced in the USA.
- 3.1.4 During the term of this agreement, each party shall bear the cost of its activities.
- 3.1.5 The timetable and hours for activities in either jurisdiction shall be by mutual agreement.

4. **INFORMATION**

- 4.1 The Parties shall make available to each other such information and materials relating to their activities as each may require in connection with this agreement and all such information and materials shall remain the property of the party from whom it has been acquired, provided that the receiving party shall treat such information as confidential.

5. **TERMINATION OF AGREEMENT**

- 5.1 This agreement shall subsist indefinitely unless it is terminated in the following manner provided for herein:
 - 5.1.1 By mutual agreement between the parties.
 - 5.1.2 By either party giving the other ninety (90) days written notice of termination.
 - 5.1.3 In the event that either party ceases to exist as a legal entity
 - 5.1.4 Notwithstanding the sub clauses stated within Section 5 above: termination of agreement, either party may terminate this agreement in the event that the other party commits a material breach of this agreement and fails to remedy the same within a period of 7days after notice to rectify such breach.

6. **FURTHER AGREEMENTS**

- 6.1 The parties agree that they may conclude further agreements with respect to any further services, which may be required.

7. **NON-DISCLOSURE**

7.1 The parties hereby undertake that they will not at any time after the making of this agreement divulge any information in relation to the other party's affairs or business or method of carrying on business and that it will not, after the termination of this agreement, divulge any information in relation to the other party without the prior written approval of that party.

8. **SETTLEMENT OF DISPUTES**

8.1 The parties shall make every effort to resolve any disputes arising in connection with this contract amicably by direct informal negotiations. If the parties are unable to resolve the dispute, either party may require that the dispute be referred for resolution by arbitration by mutually trusted parties.

8.2 The parties shall appoint an arbitrator and, upon failure to agree on an arbitrator, the appointment shall be done by a minister of religion or a mutual friend. Proceedings shall be in order that the matter is resolved promptly and informally. The Arbitrator's award as to the dispute and costs of arbitration shall be final and binding upon the parties.

8.3 Notwithstanding the provisions of sub-clause 8.2, either party shall be entitled to apply for any necessary interim court order or equitable relief pending the conclusion of the arbitration proceedings referred to in this clause.

8.4 Should all other measures to resolve dispute fail, all matters will be resolved under the jurisdiction of the High Court of Zimbabwe according to the laws of Zimbabwe or the legal jurisdiction of the State of Texas, as the case maybe.

9. **Domicilium citandi et executandi**

9.1 The parties respectively choose their *domicilium citandi et executandi* for all purposes in connection with this agreement at the following addresses: -

9.1.1 **Eleganz Dental Assisting School LLC,
8989 Forest Lane, Suite 150, Dallas, TX. 75243. USA.
Tel: +1972-238-5003
Mobile: +1469-231-4419
Email: doctorq66@gmail.com**

9.1.2 Zimbabwe Academy of Dental Nursing

c/o Dr (Dr) Farayi Moyana (PhD)

60 Baines Avenue, Medical Chambers First Floor

HARARE, ZIMBABWE

Tel: 792309, 762338, 735213

Mobile: 0772848051, 0772431882

Email: drfarayim@gmail.com,

Alternative:

drfsmoyana@gmail.com

9.2 The parties may change their *domicilia* from time to time provided that any new *domicillium* selected by the affected party shall be effected upon notification in writing of such change.

9.3 All notices or communications intended for either party, shall be made or given at the parties' respective addresses as given in this clause. Any notice given by either party in terms of this agreement shall be in writing and shall be delivered, emailed or posted, to the attention of the relevant representative of the parties. Notices delivered by hand and or email shall be deemed to have been duly received on the same day and if by pre-paid registered mail, within seven (7) working days of the date of posting.

10. RELATIONSHIP BETWEEN THE PARTIES

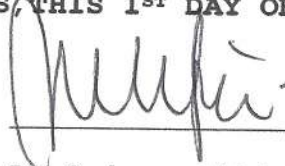
10.1 The parties agree that this is a contract *uberimma fidei* or of utmost good faith and warrant that in their dealings with each other they have observed and shall continue to observe the utmost good faith and have neither done nor refrained from doing something which they were supposed to do, and that neither has failed or neglected to disclose a material issue in the negotiation and conclusion of this hereof.

11. Whole Agreement

11.1 The agreement constitutes the entire understanding between the parties and no variation, addition or amendment shall be of any force unless reduced to writing and signed by both parties.

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DATED and SIGNED at HARARE & DALLAS THIS 1ST DAY OF NOVEMBER 2022



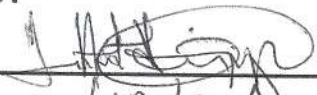
Dr Quincy Attipoe

For and on behalf of

ELEGANZ DENTAL ASSISTING SCHOOL LLC

WITNESS:

1



Linda A. Attipoe

2



Chioma Azagba



Dr (Dr) Farayi Moyana (PhD),

For and on behalf of ZIMBABWE
ACADEMY OF DENTAL NURSING

WITNESS:

1



Irene Kuda Moyana

2

ndhlovu

Lingiwe Ndhlovu