



Memorandum of Understanding (MOU)

Between

The Charlotte Education Services Consortium, LLC (CESC) and

This Memorandum of Understanding (the “Memorandum”) is made on _____, by and between The Charlotte Education Services Consortium, LLC (CESC), of 4553 Lake Chapin Shores, Berrien Springs, Michigan 49103 (hereinafter referred to as “CESC”) and _____ (hereinafter referred to as _____) for the purpose of achieving the various aims and objectives relating to **Special Education Training** (the “Project”).

WHEREAS CESC and _____ desire to enter into an agreement in which CESC and _____ will work together to complete the Project,

AND WHEREAS CESC and _____ are desirous of entering 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 **Special Education Training** between CESC and _____.

Obligations 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.

THE CHARLOTTE EDUCATION SERVICES CONSORTIUM, LLC

Celebrating Possibilities



National Accreditation Council (Guyana)
Registration No: RRTL0022-00-02

Cooperation

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

- Services to be rendered by CESC include:
 - Training of _____
 - Training of _____
 - Training of _____
- Services to be rendered by _____ include:
 - Registering Participants
 - Supporting course requirements
 - Paying for Training of Participants

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.

- CESC agrees to provide the following financial, material, and labor resources in respect of the Project:
 - Lectures
 - Learning Management System
- _____ hereby agrees to provide the following financial, material, and labor resources in respect of the Project:
 - 100% of tuition
 - All tools and equipment necessary to complete the program

Communication Strategy

Marketing of the vision and any media or other public relations 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 communications should be made with external organizations 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.

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Lot B2 Lama Avenue, Bel Air Park, Georgetown, Guyana, South America

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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. The 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 arrangements made by the Partners by this Memorandum shall remain in place from _____ . The term can be extended only by agreement of all of the Partners. The term can be extended only by agreement of all of the Partners.

Notice

Any 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

The Memorandum shall be construed in accordance with the laws of the State of Michigan.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

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

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Severability

If any provision of this Memorandum is found 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 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 supercedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

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

- Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- To the extent possible, each Partner will participate in the development of the Project.
- Nothing in this memorandum shall obligate any Partner 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 separate agreements 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.
- This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- This Memorandum will be effective upon the signature of both Partners.
- Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

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The following Partners support the goals and objectives of the **Special Education Training**.

Signatories

This Agreement shall be signed on behalf of The Charlotte Education Services Consortium, LLC by Dr. Brigitte G. Hinds, President, and on behalf of _____.

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

By: _____ Date: _____

Dr. Brigitte G. Hinds, President

The Charlotte Education Services Consortium, LLC

By: _____ Date: _____

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