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#### **16. Dispute Resolution**

In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement that are not affected by the dispute.

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##### **a. Force Majeure**

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, terrorism, insurrections, labor disputes, and/or any other cause beyond the reasonable control of the party whose performance is affected.

##### **b. Severability**

If any provision of this Agreement is held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall negotiate in good faith on a replacement provision designed to express the original intent of the parties in a lawful manner.

##### **c. Waiver**

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

##### **d. Notices**

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The paragraph headings in this Agreement are used for convenience only, are not substantive, and shall not be interpreted to define, describe, or otherwise limit the interpretation of the provision under the paragraph headings or of the Agreement as a whole.

**g. Entire Agreement**

This Agreement constitutes the entire agreement of the parties and supersedes all prior and contemporaneous communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. No amendment to this Agreement shall be effective unless it is in a writing signed by authorized representatives of both parties.



[Text deleted]

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- Kalfou: A Journal of Comparative and Relational Ethnic Studies