



## AGREEMENT FOR ASFIRJ PLATFORM DEVELOPMENT

This agreement was made on 24-October-2023 between **African Science Frontiers Initiatives** to be referred to as '*the contractors*' subsequently in this document, and **Weperch Technologies Ltd.**

**1. PURPOSE:** African Science Frontiers Initiatives hereby engages Weperch Technologies Ltd to develop the **ASFIRJ (Research Journal)** web platform, as per the specifications and requirements agreed upon by both parties.

As specified in the *revised* proposal for the ASFIRJ Implementation provided by ASFI, the core features of the ASFIRJ platform are outlined as follows:

- Journal Website
- Manuscript Submission Portal
- Reviewer's Portal
- Editor's Portal
- Author's Portal
- Podcast

WEPERCH will provide after service support, for the first year of operation.

Any features outside of the core features listed above will be considered updates to the existing platform (after deployment) and will require a new contract to be executed.

However, ASFI reserves the right to make changes and adjustments, with no addition of any external feature outside that which was proposed to Weperch Technologies, between the product design phase and the deployment phase at no extra cost.

**2. SCOPE OF WORK:** Weperch Technologies Ltd agrees to provide the following services to *the contractors*:

**a. Product Design (inclusive of Logo & Branding):**

Logo & Branding – N 80,000

Product Design – N 150,000

Weperch Technologies will provide Product Design, Logo Design, and Branding services for a fee of

N 230,000 (*Two hundred and thirty thousand Naira only*).

**b. Development:** Weperch Technologies will provide Development services for a fee of N 321,000 (*Three hundred & twenty one thousand Naira only*).

c. **Deployment:** Weperch Technologies will provide Deployment services for a fee of N 100,000 (*One hundred thousand Naira only*).

**3. DELIVERY:** Weperch Technologies agrees to deliver the completed ASFIRJ platform within **2-3 months** from the date of this agreement. More so, a change in the delivery timeline is dependent on new features requested by *the contractors, and unforeseen circumstances*.  
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The delivery timeline will be broken down as follows:

a. **Month 1 (November, 1 Week):** Product Design, Logo Design & Branding.

b. **Month 1-2 (November – December):** Development (broken down into 3 phases as described in the payment section).

**November:** Frontend Development (a version of the **Journal Website** will be ready in Week 2-3, before the **ASFI Conference**).

**December:** Backend Development.

**January:** Deployment.

c. **Month 3 (January):** Deployment.

**January - 2024:** Testing and deployment.

**4. PAYMENT:** *The contractors, as stated to be African Science Frontiers Initiatives*, agrees to make the following payment to **Weperch Technologies**:

a. **Product Design:** N 230,000 (*Two hundred and thirty thousand Naira only*).

***May it be noted that the Product Design stage will commence alongside Development in the first Month, and payment should be attached to the payment of PHASE I Development.***

b. **Development:** N 321,000 (*Three hundred & twenty one thousand Naira only*), payable in a 3-part installment during the development phase.

PHASE I: Before full development commences, a payment of N 100,000 (*One hundred thousand Naira only*) would be made to Weperch Technologies. This amount will be attached to the product design fee.  
- **Payable in Month 1 (November).**

PHASE II: A payment of N 100,000 (*One hundred thousand Naira only*) would be made 1 month after development begins.

- **Payable in Month 2 (December)**

c. **Development & Deployment:**

PHASE III:

Upon successful completion and testing of the project, the development fee of N121,000 (*One hundred & twenty one thousand Naira only*) and the deployment fee of N 100,000 (*One hundred thousand Naira only*) would be made.

(Expected in **Month 3**).



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**5. TERMINATION:** Either party may terminate this agreement upon thirty (30) days' written notice if the other party breaches any material term or condition of this agreement.

Notwithstanding the above, ASFI reserves the right to terminate this Agreement forthwith on the grounds of fraud, misrepresentation, or gross negligence on the part of WEPERCH.

**6. CONFIDENTIALITY:** Both parties agree to keep confidential and not disclose any confidential information of the other party, including but not limited to trade secrets, business plans, pricing information, or any other proprietary information.

**7. INTELLECTUAL PROPERTY:** All intellectual property rights in the ASFIRJ platform developed by Weperch Technologies Ltd shall be owned by African Science Frontiers Initiatives.

**8. LIMITATION OF LIABILITY:** Weperch Technologies Ltd shall not be liable for any indirect, special, incidental, or consequential damages arising out of the performance of this agreement, including but not limited to loss of profits, loss of business, or other economic loss.

**9. DISPUTE RESOLUTION:** Save as otherwise provided for in this Agreement, the Parties hereby agree that all disputes or claims arising out of or in connection with this Agreement, shall be referred to arbitration and shall be finally settled in accordance with the Arbitration Act Cap A19, Laws of the Federation of Nigeria, 2004.

**10. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with Nigerian Law.

**11. ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral, relating to the subject matter of this agreement.

## 12. INDEMNIFICATION

WEPERCH shall indemnify, defend and hold harmless ASFI, its officers, directors, subsidiaries, agents, and employees, from and against any and all claims, losses, demands, liabilities, damages that may be awarded by a court of competent jurisdiction, an Arbitrator or that are agreed upon pursuant to a mediation settlement, costs and expenses (including attorney's fees) arising out of WEPERCH's breach of this Agreement.

Likewise, ASFI is subjected to the above indemnification clause upon ASFI's breach of this agreement.

In the event that Weperch is unable to deliver the project to the agreed-upon specifications, ASFI will work with Weperch to address any issues that arise. Weperch will be given a reasonable opportunity to correct any discrepancies. If these efforts are unsuccessful, Weperch agrees to refund ASFI the full amount of payment that has been received to date.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.



Lizzy Edward - Onyenweaku

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**Signatory 1 for ASFI** (signature & name)



Michael A. Olufunsho

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**Signatory 1 for Weperch Technologies Ltd.** (signature & name)



Benson Michael Owen

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**Signatory 2 for Weperch Technologies Ltd.** (signature & name)

24-October-2023

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Date