



AGREEMENT FOR AFROSHOLAR PLATFORM DEVELOPMENT

This agreement was made on _____ 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 **AfroScholar EdTech** platform, as per the specifications and requirements agreed upon by both parties.

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

- a. **Product Design:** Weperch Technologies will provide Product Design services for a fee of N 250,000 (*Two hundred and fifty thousand Naira only*).
- b. **Development:** Weperch Technologies will provide Development services for a fee of N 800,000 (*Eight hundred thousand Naira only*).
- c. **Deployment:** Weperch Technologies will provide Deployment services for a fee of N 150,000 (*One thousand and fifty thousand Naira only*).

3. DELIVERY: Weperch Technologies agrees to deliver the completed AfroScholar platform within **6-7 months** from the date of this agreement. More so, a change in the delivery timeline is dependent on new features requested by *the contractors*.

The delivery timeline will be broken down as follows:

- a. **Month 1 (February, 1-2 Weeks):** Product Design.
- b. **Month 2-6 (February/March – July):** Development (broken down into 4 phases as described in the payment section).
February – April: Frontend Development.
April: Backend Structure.
May – July: Backend Development.
- c. **Month 6-7 (July - August):** Deployment
July – August: 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 250,000 (*Two hundred and fifty thousand Naira only*), payable upon completion of the Product Design phase.
May it be noted that the Product Design stage has been completed during or before the signing of this agreement.

b. **Development:** N 800,000 (*Eight hundred thousand Naira only*), payable in a 4-part installment during the development phase.

PHASE I: Before full development commences, a payment of N 150,000 (*One hundred and fifty thousand Naira only*) would be made to Weperch Technologies. This amount will be attached to the product design fee.

- **Payable in Month 1 (February).**

PHASE II: A payment of N 200,000 (*Two hundred thousand Naira only*) would be made 2 months after development begins.

- **Payable in Month 3 (April)**

PHASE III: A subsequent payment of the same amount of N 200,000 (*Two hundred thousand Naira only*) as stated in PHASE II would be made in a 2(*two*) Month interval after PHASE II.

- **Payable in Month 5 (June)**

PHASE IV: Upon completion of the project, a final payment of N 250,000 (*Two hundred and fifty thousand Naira only*) would be made to the Weperch team.

- **Payable in Month 7 (August)**

c. **Deployment:** Upon successful completion and testing of the project, the deployment fee of N 150,000 (*One hundred and fifty thousand Naira only*) would be made.
(Expected in **Month 7**).

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.

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 EdTech 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.

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

African Science Frontiers Initiatives (signature & name)

Date

Weperch Technologies Ltd. (signature & name)