

MEMORANDUM OF UNDERSTANDING

BETWEEN

DR. SARANG SAHEBRAO DHOTE

AND

LAGOS STATE UNIVERSITY

THROUGH

(THE DEPARTMENT OF BOTANY, FACULTY OF SCIENCE)

ON

**COLLABORATION TO DEVELOP AN INTERACTIVE ANDROID APPLICATION
CALLED "TALKING TREE" IN LAGOS STATE UNIVERSITY**

Prepared by:
Legal Unit,
LASU.

THIS AGREEMENT is made this 10th Day of January 2024

BETWEEN

DR. SARANG SAHEBRAO DHOTE, Incharge of Shivaji Science Innovation Incubation Centre & Assistant Professor of, the Chemistry Department in Shri Shivaji Education Society Amravati's Science College, Nagpur Maharashtra, India (hereinafter referred to as "**Dr. Dhote**" which expression shall where the context so admits include its successors in title and assigns) of the One Part

AND

LAGOS STATE UNIVERSITY THROUGH THE DEPARTMENT OF BOTANY, having its head office at LASU, Ojo Campus, Lagos Badagry Expressway, Ojo, Lagos(hereinafter referred to as "**LASU DB**" which expression shall where the context so admits, includes its successors-in-title and assigns) of the Other Part.

WHEREAS: -

1. Lagos State University is an Institution of Higher Learning established by law for the advancement of learning through teaching and research and establishment of academic excellence. **LASU** according to its mission statement is to produce internationally acclaimed scholars, expansion of the frontiers of knowledge, building life-long capacity for creating jobs and adding value to global development.
2. LASU DB was established to provide a sound understanding of the concepts and methodologies of Botany in key areas that meet the needs of society.
3. DR. DHOTE, Incharge of Shivaji Science Innovation Incubation Centre & Assistant Professor in Chemistry Department at the Shri Shivaji Education Society Amravati's Science College, Congress Nagar, Nagpur Maharashtra, India developed an interactive Android Application called "Talking Tree" in his college campus in India.
4. The Department of Botany is desirous of collaborating with DR. SARANG SAHEBRAO DHOTE to undertake the project of developing an interactive Android Application called Talking Tree at Lagos State University.
5. The parties hereto have negotiated upon the terms and conditions on which the partnership shall be executed.

NOW IT IS HEREBY AGREED as follows: -

ARTICLE 1

1.0 PURPOSE:

To establish a collaboration to develop an interactive Android Application called "Talking Tree" in Lagos State University.

ARTICLE 2

2.0 DURATION:

This agreement shall commence on the date of its execution and shall be completed within One(1) year.

ARTICLE

3.0TERMINATION:

The following instances shall constitute reasons and modes for terminating the Agreement:

3.1 If any of the terms and conditions contained herein are either breached or compromised in any manner whatsoever by either party.

Either party shall be at liberty to terminate this Agreement by giving Notice of its intention to that effect not later than **THREE (3) MONTHS** to that effect.

ARTICLE 4

4.0 DISPUTE RESOLUTION:

The Parties shall use their best endeavors to settle any dispute or difference of opinion between them, arising from or in connection with this Agreement, amicably through mutual discussion.

ARTICLE 5

5.0 CONFIDENTIALITY UNDERTAKINGS

Both parties shall treat and safeguard all **Confidential Information** as strictly private and confidential and exercise all reasonable care to preserve the confidentiality of any information shared throughout the term of this agreement.

ARTICLE 6

6.0 GOVERNING LAW AND JURISDICTION

This Agreement is governed by and shall be construed in accordance with the laws of the Federal Republic of Nigeria and such laws shall also be applicable for the determination of any dispute which may arise out of, under, or in connection with this Agreement.

ARTICLE 7

7.0. INTELLECTUAL PROPERTY RIGHTS

7.1 The Parties hereby acknowledge that any and all rights to the whole and every part of the intellectual property of each party belong solely to the party providing the intellectual property.

7.2 All intellectual property content that is developed jointly by the parties after the commencement of this Memorandum of Understanding will be jointly owned by the parties and subject to any other terms and conditions that will be worked out on a case-to-case basis, as may be agreed upon in writing (Talking Tree App is already copyrighted by

Sarang Dhote in India in the Year 2021 and according to Berne Convention of Copyright, this Talking Tree App is globally Intellectual Property of Sarang Dhote.)

ARTICLE 8

8.0. SEVERABILITY

If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provision or part(s) thereof shall be struck from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement, and the provision struck off shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the provision struck off as is legally possible.

ARTICLE 9

9.0 FORCE MAJEURE:

No party shall be held liable for any failure or delay in the performance of its obligations in this MOU arising out of or caused directly or indirectly by forces beyond its control including but not limited to strikes, lockouts, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or Acts of God and Interruptions, Endemics, Pandemics, loss or mal-functions of utilities, communication or computer (software and hardware services). Provided however that the concerned party shall use reasonable efforts which are consistent with accepted practices to resume performance as soon as practicable under the circumstances.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED



DR. SARANG SAHEBRAO DHOTE

The common seal of

LAGOS STATE UNIVERSITY

(Through the Department of Botany)

is hereby affixed in the presence of:



Prof. Ibiyemi I. OLATUNJI-BELLO, MNI, NPOM
Vice Chancellor



Emmanuel A. FANU
Registrar

In the presence of:

Name: Prof. Akinfolo Skelun Latunji

Designation: Dean, Faculty of Science

Signature: [Handwritten Signature]