WEB SITE DESIGN SUBCONTRACT

BETWEEN: ....

....

....

(hereinafter referred to as the "Developer")

O1

AND: ....

....

....

(hereinafter referred to as the "Subcontractor")

(the Developer and the Subcontractor are hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Developer wishes to obtain various Web site design services from the Subcontractor, for and on behalf of one of its clients;

WHEREAS the Subcontractor has agreed to provide the Developer with the Web site design services described hereinbelow, in return for good and valuable consideration;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00   PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00   OBJECT

O2   **2.01   Services**
The Subcontractor agrees to provide the Developer with the following services (hereinafter referred to as the "Services"):
a) design and develop the Client's Web site (hereinafter referred to as the "Web Site"), based upon the specifications set forth in Schedule "….." annexed hereto (hereinafter referred to as the "Specifications"), including, without limitation:
  • the design of the Web Site information architecture and set-up;
  • the design, writing and formatting of the content based on the information, documentation as well as the texts, drawings, icons, images, graphics, pictures, charts and other elements provided by the Developer in accordance with the

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Specifications (hereinafter collectively referred to as the "Information Elements");

- the coding of the Web Site pages (hereinafter collectively referred to as the "Web Pages") and the programming of the required software components including, where applicable but without limitation, the scripts, applets, applications, programs, executable files, software, search engines, database management engines and multimedia components (hereinafter collectively referred to as the "Software Components");
- the Web Pages visual design, including the graphic and infographic design of texts, drawings, icons, images, graphics, pictures, charts and other elements required according to the Specifications (hereinafter collectively referred to as the "Graphic Elements");

b) carry out testing on the Web Site;

c) install the Web Site on the Web server indicated in the Specifications (hereinafter referred to as the "Web Server");

d) upon signing by the Developer of a detailed acknowledgement of receipt, provide the Developer with the information and documentation regarding the Web Site, including, without limitation, the HTML files, Software Components (including their source code) and Graphic Elements, the whole on appropriate media (hereinafter collectively referred to as the "Web Folder");

e) upon signing by the Developer of a detailed acknowledgement of receipt, return the information elements, as described in the Specifications (hereinafter referred to as the "Information Elements"), to the Developer; and

f) provide all other services contemplated in this Agreement or in the Specifications.

O3   **2.02   Deadline for Providing the Services**

As of the moment the Developer has provided the Subcontractor with the Information Elements, and subject to all additional services required by the Developer after the signing of this Agreement, the Subcontractor's deadline for providing the Services shall be the deadline set forth in the Specifications or any other deadline agreed upon between the Parties after the signing of this Agreement.

  3.00   CONSIDERATION

O4   **3.01   Price of the Services**

In consideration for the Services, the Developer shall pay to the Subcontractor the price set forth in the Specifications, together with all applicable taxes.

  3.02   Performance Bonus

The Subcontractor shall be entitled to the performance bonus set forth in the Specifications if the Subcontractor abides by each and every one of the conditions attaching to the granting of the bonus. In such a case, the said performance bonus shall be considered to form an integral part of the price of the Services.

  3.03   Expenses Incurred

In addition to payment of the price of the Services, the Developer shall reimburse the following to the Subcontractor:

a) all direct and indirect expenses incurred with respect to the performance of this Agreement;

b) supervision and management fees equal to .... percent (......%) of the total of the aforementioned expenses; and

c) the taxes which are applicable to the said expenses and fees.

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