COMPUTER PROGRAMMING SUBCONTRACT

BETWEEN: ....

....

....

(hereinafter referred to as the "Programmer")

O1

AND: ....

....

....

(hereinafter referred to as the "Subcontractor")

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

PREAMBLE

WHEREAS the Programmer wishes to obtain various computer programming services from the Subcontractor, for and on behalf of one of its clients;

WHEREAS the Subcontractor has agreed to provide the Programmer with the computer programming 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 Programmer with the following services (hereinafter referred to as the "Services"):
a) design and develop all or part of various software, including, without limitation:
  • design, develop and program the software components; and
  • design the software documentation, including all user guides, instruction guides, notes and other information, in any form whatsoever,
(hereinafter collectively referred to as the "Software Products") based upon the specifications set forth in Schedule "….." annexed hereto (hereinafter referred to as the "Specifications");

Programmer Subcontractor

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b) carry out testing on the Software Products;

c) install the Software Products in accordance with the Specifications;

d) provide the Programmer with the source code for the Software Products, after payment in full of all amounts owed pursuant to this Agreement;

e) upon signing by the Programmer of a detailed acknowledgement of receipt, provide the Programmer with the information and documentation regarding the design and development of the Software Products, the whole on appropriate media;

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

g) 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 Programmer has provided the Subcontractor with the Information Elements, and subject to all additional services required by the Programmer 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 Programmer 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 Programmer 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.

The expenses set forth in the Specifications are only approximations. If the expenses to be incurred exceed the amount set forth in the Specifications by more than .... percent (.......%), the Subcontractor shall obtain the Programmer's authorization prior to incurring same.

Upon request from the Programmer, the Subcontractor shall provide the Programmer with a copy of the invoices relating to the expenses incurred and for which a reimbursement is being claimed.

Unless otherwise noted in the Specifications, the following costs shall not be invoiced to the Programmer: