Software Development Agreement

PROJECT NAME: IPCRI for All Nation

This Software Development Agreement (the Agreement) is effective as of **1st December, 2020.**

BETWEEN: International Peace and Conflict Resolution Initiative (IPCRI) (the "**Software Owner**"), a corporation organised and existing under the laws of the [Federal Republic of Nigeria], with its office located at **No. 45 Ajose Adeogun Street, Utako FCT, Abuja, Nigeria.**

AND: Logicant Ltd (the "**Developer**"), a software development company, with office located at **Suit 114 Bolingo Hotels and Suits, CBD, Abuja Nigeria**.

WHEREAS, the Software Owner has conceptualized a complete description of the software (the "**Software**"), which is described in further detail on Exhibit A, and the Developer is a contractor with whom the Software Owner has come to an agreement to develop the Software.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties to this Software Development Agreement, the Developer and the Software Owner (individually, each a "**Party**" and collectively, the "**Parties**") covenant and agree as follows:

1. Developer's duties

The Software Owner hereby engages the Developer and the Developer here by agrees to be engaged by the Software Owner to develop the Software in accordance with the specifications attached hereto as Exhibit A (the "**Specifications**").

1. The Developer shall complete the development of the Software according to the milestones described on the form attached hereto as Exhibit B. In accordance with such milestones, the final product shall be delivered to the Software Owner at least in three (3 months) of signing this agreement and disbursement of first payment (the "**Delivery Date**").

2. For a period of [2 months] after delivery of the final product, the Developer shall provide the Software support solving any problems with regard to the operation of the Software.

1. This support shall not imply additional functionalities, but only to the existing good health of the software and errors, bugs, including typographical errors or other problems resulting from the developer's job.

2. The Developer agrees to respond to any reasonable request for assistance made by the Software Owner regarding the Software within [1 week] of the request.

3. The Software Owner and developer may terminate this Software Development Agreement at any time upon material breach of the terms herein and failure to cure such a breach within [2 weeks] of notification of such a breach.

4. The Developer shall provide to the Software Owner training with respect to the operation of the Software if requested by the Software Owner.

1. This training can be provided remotely through calls, Skype, documentations or video illustrations, depending on the request by the Software Owner.

2. Software owner's duties

1. The software owner shall make available all the necessary media files and texts needed for this project.

3. Delivery

The Software shall function in accordance with the Specifications on or before the Delivery Date.

1. If the Software as delivered does not conform with the Specifications, the Software Owner shall within [1 months] of the Delivery Date notify the Developer in writing or electronic mail of the ways in which it does not conform with the Specifications. The Developer agrees that upon receiving such notice, it shall make reasonable efforts to correct any non-conformity.

2. The Software Owner shall provide to the Developer written or electronic email notice of its finding that the Software conforms to the Specifications within [3 months] of the Delivery Date (the "Acceptance Date") unless it finds that the Software does not conform to the Specifications as described in Exhibit A herein.

4. Compensation

In consideration for the Service, the Software Owner shall pay the Company at the rate of **Three Million Naira Only (₦3, 000, 000)**, being the maximum total fee for all work under this Software Development Agreement of [Maximum total fee]. The compensation shall be done in three (3) installments as specified in exhibit B

1. The software owner shall pay the developer complete payment upon completion of the final project, and hand over.
   a. The complete payment shall be made after the software owner has carried out a **User Acceptance Test (UAT)** upon notification of completion.
   b. The User Acceptance Test must not exceed 2 weeks, except when errors, bugs and malfunctions are found, and the developer is notified and it is fixed.

5. Intellectual property rights in the software

1. The Parties acknowledge and agree that the Software Owner will hold all intellectual property rights in the Software including, but not limited to, software materials, scripts, codes, and copyright and trademark rights. The Developer agrees not to claim any such ownership in the Software's intellectual property at any time prior to or after the completion and delivery of the Software to the Software Owner.
2. The developer agrees not to use any part of this software materials for other personal or 3rd party projects.
   a. This includes any part of the programming scripts used for the development, including other materials such as graphical contents, written contents, codes, logo etc. The developer shall not use them for personal projects or 3rd party projects.
3. The developer agrees not to include any form of virus in the software, including any code(s) or scripts that give unauthorized access to the software, including sending out information in the software database to 3rd parties without the consent of the software owner.
   a. This consent can only be provided in writing or electronic email by the software owner.

6. Confidentiality

The Developer shall not disclose to any third party the business of the Software Owner, details regarding the Software and the project, including, without limitation any information regarding the Software's code, business secretes, the Specifications, or the Software Owner's business (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Software Owner, or (iii) use Confidential Information other than solely for the benefit of the Software Owner.

7. Developer warranties

The Developer represents and warrants to the Software Owner the following:

1. Development and delivery of the Software under this Agreement are not in violation of any other agreement that the Developer has with another party.

2. The Software will not violate the intellectual property rights of any other party.

3. For a period of [12 months] after the Delivery Date, the Software shall operate according to the Specifications. If the Software malfunctions or in any way does not operate according to the Specifications within that time, then the Developer shall take any reasonably necessary steps to fix the issue and ensure the Software operates according to the Specifications.

8. Indemnification

The Developer agrees to indemnify, defend, and protect the Software Owner from and against all lawsuits and costs of every kind pertaining to the software including reasonable legal fees due to the Developer's infringement of the intellectual rights of any third party.

9. Limits

At the completion of the project any other engagement outside this agreement will be considered and signed off as new contract.

1. Modification of software specification [Exhibit A]. may affect **Compensation [4]**
2. Third party subscription charges **[Exhibit A, 13]** shall be to the expense of software owner.

10. Applicable law

This Software Development Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of Federal Republic of Nigeria.

IN WITNESS WHEREOF, each of the Parties has executed this Software Development Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

[DEVELOPER] LOGICANT LTD

First Name: _____

Last Name: _____

Title: _____

[CLIENT] INTERNATIONAL PEACE AND CONFLICT RESOLUTION INITIATIVE

First Name: _____

Last Name: _____

Title: _____