GROUP-3

“*PRODUCT AGREEMENT*”

Submit To:

Mr. Md Anowarul Abedin

Senior Lecturer,

University of Liberal Art’s,Bangladesh.

Submitted By:

Mayesha Mukarrama ID- 151014060

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**Product Agreement**

This Software Development Agreement on “Fresh Food Ordering System” states the terms and conditions that govern the contractual agreement between Group-3 [DEVELOPER. Company] and Md. Anowarul Abedin & Abrar Hasin Kamal [CLIENT. Company] who agree to be bound by this Agreement.

The following terms and conditions will be observed. Any developer terms, conditions or any other document provided by developer will be of no effect.

**1. Duties and Responsibilities.**

Here developer will act like a contractor of client and will design, develop, and implement applications software (the "Software") according to the functional specifications and related information. If anything attached here to as exhibit and incorporated here by this reference and as more fully set forth in this Agreement. Developer acknowledges that it has been contracted for this specific task and that it shall report all findings and makes all recommendations directly to the management of Buyer. The Software, including all versions in either source code or object code form, shall be delivered to Client not later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Completion Date].

**2. Ownership of Software.**

Developer agrees that the development of the Software is "work made for hire" within the meaning of the Copyright Act of 1976, as amended, and that the Software shall be the sole property of Client. Developer hereby assigns to Client, without further compensation, all of its right, title and interest in and to the Software and any and all related patents, patent applications, copyrights, copyright applications, trademarks and trade names in elsewhere. Developer will keep and maintain adequate and current written records with respect to the Software (in the form of notes, sketches, drawings and as may otherwise be specified by Client), which records shall be available to and remain the sole property of Client at all times. All versions of the Software shall contain Client's conspicuous notice of copyright. Developer will assist Client in obtaining and enforcing patent, copyright and other forms of legal protection for the Software in any country. Upon request, Developer will sign all applications, assignments, instruments and papers and perform all acts necessary or desired by Client to assign the Software fully and completely to Client and to enable Client, its successors, assigns and nominees, to secure and enjoy the full and exclusive benefits and advantages thereof.

**3. Compensation.**

A. Client will pay Developer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Purchase Price] as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Payment Method].

B. Subject to client prior approval, Client will refund Developer for all reasonable out-of-pocket expenses, including, but not limited to, air fare, lodging, meals and rental of automobiles incurred by Developer during the development of the Software on behalf of Buyer.

**4. Independent Contractor.**

Developer is acting as an independent contractor with respect to the services provided to Buyer. Neither Developer nor the employees of the Developer performing services for Client will be considered employees or agents of Buyer. Client will not be responsible for Developer's acts or the acts of Developer's employees while performing services under this Agreement. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership or principal-agent relationship between the parties and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

**5. Development Staff-Monitoring.**

Developer will utilize employees and/or contractors capable of designing and implementing the Software to be developed hereunder. All work shall be performed in a professional and workmanlike manner. Developer shall arrange for such employees and/or contractors, if any, to execute and deliver any document or instrument reasonably requested by Client to reflect Buyer's ownership of the Software or in connection with any application for patent or copyright.

**6. Change in Specifications.**

Client may, in its sole discretion, request that changes be made to the Specifications, or other aspects of the Agreement and tasks associated with this Agreement. If Client requests such a change, Developer will use its best efforts to implement the requested change at no additional expense to Client and without delaying delivery of the Software. In the event that the proposed change will, in the reasonable opinion of Developer, require a delay in delivery of the Software or would result in additional expense to Client, then Client and Developer shall confer and Client shall, in its carefulness, elect either to withdraw its proposed change or require Developer to deliver the Software with the proposed change and subject to the delay and/or additional expense.

**7. Confidentiality:**

The Developer shall not disclose to any third party the business of the Client, details regarding the Software, including, without limitation any information regarding the Software’s code, the Specifications, or the Client’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 Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

**8. Training.**

Developer will provide Client and its employees with training consultations with respect to the use of the Software as may reasonably be requested by Client from time to time for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Time Training Available] after acceptance at no additional costs to Buyer("Training Period"). Developer shall deliver a detailed user's manual to Client on or before completion of acceptance that will enable Buyer's employees who are otherwise unfamiliar with the Software to become adequately informed about using the software. All training that Developer is required to provide hereunder will be performed at such locations and at such times as are mutually agreed to by the parties hereto. Upon the expiration of the Training Period and following Buyer's request, Developer will provide any support services necessary to insure Buyer's continued use of the Software. Such services will be performed on a time and material basis at Developer's then current hourly rates for such services.

**9. Warranties.**

A. Developer warrants that for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Warranty Period] following acceptance, the Software will operate substantially according to the Specifications. In the event of any breach of the warranty in this Section 9. A., in addition to any other preparation to which Client may be allowed Developer shall take all action necessary at its expense to cause the Software to operate according to the warranty.

**10. Term and Termination.**

A. This Agreement shall commence upon the effective date and continue until all of the obligations of the parties have been performed or until earlier terminated as provided herein.

B. Developer's appointment as consultant pursuant to this Agreement and this Agreement shall terminate upon the occurrence of any of the following events:

(i) In the event either party defaults in any material obligation owed to the other party pursuant to this Agreement, then this Agreement may be terminated if the default is not cured following at least thirty (30) days' written notice to the defaulting party.

(ii) Either party is bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against a party and the proceeding is not dismissed within sixty (60) days after commencement.

(iii) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of Principal Developer or Developers] dies or becomes disabled.

C. Section 2, Ownership of Software, and Section 7, Confidentiality, shall survive the expiration or termination of this Agreement. In the event of early termination due to Developer's default or the death or disability of the individual(s) identified in subsection B. (iii). above. Developer agrees to deliver the Software then completed.

D. If the Agreement is terminated due to the death or disability of Developer, then Developer (or Developer's executor, administrator or other representative) shall deliver that part of the Software then completed, provided payment is made by Client for such completed part.

**11.** **Representations.**

**Mutual Representations**

**Existence**: The party is corporations incorporated and existing under the laws of the jurisdictions of their respective incorporation.

**Authority and Capacity**: The party has the authority and capacity to enter into this agreement.

**Execution and Delivery**: The party has duly executed and delivered this agreement.

**Enforceability**: This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms.

**No Conflicts**: Neither party is under any restriction or obligation that the party could reasonably expect might affect the party's performance of its obligations under this agreement.

**No Breach**: Neither party’s execution, delivery, or performance of its obligations under this agreement will breach or result in a default under its articles, bylaws, or any unanimous shareholders agreement, any Law to which it is subject, any judgment, Order, or decree of any Governmental Authority to which it is subject, or any agreement to which it is a party or by which it is bound.

**Permits, Consents, and Other Authorization**s: The party holds all Permits and other authorizations necessary to own, lease, and operate its properties, and conduct its business as it is now carried on.

**No Disputes or Proceedings**: [Except as disclosed in the parties respective Disclosure Schedules] There are no Legal Proceedings pending, threatened, or foreseeable against either party, which would affect that party’s ability to complete its obligations under this agreement.

**No Bankruptcy**: Neither party has taken or authorized any proceedings related to that party’s bankruptcy, insolvency, liquidation, dissolution, or winding up.

**[Client]'s Representations**

**Legal Right**: [Except as listed in [client]'s Disclosure Schedule][client] has the [exclusive] right to transfer the Products.

**No Prior Transfer**: [Except as listed in [client]'s Disclosure Schedule][client] has not sold, transferred, or assigned, and is not obligated to sell, transfer, or assign any of the Products to any third party that would conflict with a transfer under this agreement.

**No Infringement**: Neither party's use of the Product infringes on or constitutes a misappropriation of the Intellectual Property or other rights of any third party.

**12. Notices:**

All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when mailed by certified or registered mail, postage prepaid, or by commercial overnight delivery service

Addressed as follows

If to Client to:

Md Anowarul Abedin

Senior Lecturer, Dept of CSE, ULAB

Abrar Hasin Kamal

Teacher Assistant, Dept of CSE, ULAB

If to Developer to:

[Developer] -Group 3

CSE 404, ULAB

**13. Waiver.**

The failure of a party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.

**14. Entire Agreement.**

This Agreement constitutes the entire agreement between parties as to the subject matter hereof and supersedes all prior understandings or agreements whether oral or written. This Agreement may be modified only be written instrument signed by the parties hereto.

**15. Delivery:**

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

a. If the Software as delivered does not conform to the Specifications, the Client shall within [TIME FRAME] of the Delivery Date notify the Developer in writing 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.

b. The Client shall provide to the Developer written notice of its finding that the Software conforms to the Specifications within [TIME FRAME] days of the Delivery Date (the “Acceptance Date”) unless it finds that the Software does not conform to the Specifications.

**16. Successors.**

This Agreement will be binding upon and insure to the benefit of the successors and permitted assigns of the parties hereto.

**17. Severability.**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**18. Force Majeure:**

Except with regard to payment obligations, either party shall be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the party, including, but not limited to: default of suppliers; failures or default of third party software, vendors, or products; acts of God or of the public enemy; Bangladesh or foreign governmental actions; strikes; communications, network/internet connection, or utility interruption or failure; fire; flood; epidemic; and goods ban.

**19. Trademarks:**

The Client unconditionally warrants and guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Developer team. and/or its assigns for addition in the Product are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend Developer team its assigns and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

**20. Governing Law.**

The terms of this Agreement shall be construed and enforced under the laws of the Peoples Republic of Bangladesh.

In witness whereof, the parties have executed this Agreement by their punctually authorized representatives on the dates below written.

**21. Limitation on Liability:**

**Mutual Limit on Liability**: Neither party will be liable for breach-of-contract damages suffered by the developer that are remote or speculative, or that could not have reasonably been foreseen on entry into this agreement.

**Maximum Liability**: Client's liability under this agreement will not exceed the fees paid by developers under this agreement during the working month preceding the date upon which the related claim arose.

**22. Counterparts Signatures**: This Agreement may be executed in one or more counterparts for the convenience of the party hereto, all of which together will constitute one and the same project. A signature transmitted by facsimile or other electronic means shall have the same force and effect as an original signature.

**Received By:**

Md Anowarul Abedin

Senior Lecturer, ULAB

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Abrar Hasin Kamal

Teacher Assistant, ULAB

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Developed by:

Developer name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Developer name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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