**Contract Agreement For Website Design**

**Prepared for:**

***Stella Nwofor***

*Stitch Art Fashion School, Enugu*

**Created by:**

***Emmanuel Thompson***

*Priceless ICT, Enugu*

This Web Design Agreement is entered into as of …….|……| 2022 by and between **Priceless ICT** having its principal place of business located at 9 Edeogbodo street, off Joe continental, Agbani road, Enugu (***the designer***) and **Stitch Art Fashion School** having its principal place of business located at 177 Agbani Road, Enugu (***the client***), both of whom agree to be bound by this agreement.

**WHEREAS**, **Stitch Art Fashion School** has conceptualized a website and desire to hire **Priceless ICT,** who is engaged in the business of website development, to design such website.

**NOW, THEREFORE**, subject to the terms and conditions herein, after set forth the company and Priceless ICT hereto (each individually a “party” and collectively the “Parties”) agree as follows:

1. **WEB DESIGN SERVICES**

**Priceless ICT** shall develop all deliverables required to implement the website described on Exhibit A attached here to (the “services”).

1. **FEES AND EXPENSES**

**2.1)** **Fees:** **Stitch Art shall** pay **Priceless ICT** a **one-off fee** of N……………………… being for cost of everything or **installmental fee** of N……………………… being **part cost** of everything accounting for the website development, **excluding** hosting, domain name and other post-maintenance fee. **Payment will not exceed duration of the project delivery**.

**2.2)** **Expenses:** **Priceless ICT** may incur cost, but such must be approved by **Stitch Art Fashion School** prior to incurring such costs.

Hosting, Domain name and post-maintenance will be **sorted out by Stitch Art Fashion School.**

**2.3)** **Invoicing: Priceless ICT** will provide an invoice to confirm any payment made by **Stitch Art Fashion School** and must be **duly signed**; before further payments will be made subsequently.

**Priceless ICT** will provide any form of approval by **Stitch Art Fashion School** on any extra cost incurred before reimbursement will be made.

**2.4)** **Website Post-Maintenance:** If **Priceless ICT** must manage and maintain the website, **10% of the website design cost** will be the accepted **monthly fee**; or **25% of the website design cost for quarterly fee**, for such maintenance and management.

1. **TERM AND TERMINATION**

This Agreement shall last from the date of execution to the completion of the service, as described herein (website design duration: ………………………..), (website management/maintenance duration **One Year**).

Stitch **Art Fashion Schoo**l may **terminate this Agreement for any reason with fifteen (15) days notice to Priceless ICT**. Upon such notice of termination, **Priceless ICT will provide invoice to Stitch Art Fashion outlining all cost incurred to the point of such notice**. Such cost shall be due and payable upon termination.

**Priceless ICT may withhold any deliverables** pursuant to the services until such payment is made in full.

1. **DELIVERY**

**Priceless ICT shall deliver all deliverables** pursuant to the services as described on Exhibit A. If the website as delivered does not conform to the specifications described in Exhibit A, **Stitch Art Fashion School shall within fifteen (15) days of the date of delivery notify Priceless ICT in writing of the ways in which it does not conform to such specifications**. **Priceless ICT agrees** that upon receiving such notice, **it shall make reasonable efforts to correct any non-conformity**. **If such notice is not received with fifteen (15) days**, the website shall be deemed to conform entirely to the specifications described on Exhibit A.

1. **CHANGES IN SPECIFICATION**

**Stitch Art fashion school** may request that **changes be made to the specifications outlined on Exhibit A**, or other aspect of the agreement and tasks associated there to. If Stitch Art Fashion School request such a change, **Priceless ICT** will use its best efforts to implement the requested change at **no additional expense to Stitch Art Fashion School** and **without delaying delivery of the website**. In the event that the proposed change will, **in the sole discretion of the Designer**, **require a delay in the delivery of the website** or would result in **additional expense** to **Stitch Art Fashion School**, then Stitch Art Fashion School and Priceless ICT shall confer and **Stitch Art Fashion School shall, in its discretion**, elect either to withdraw the proposed change or required Priceless ICT to deliver the website with the proposed change and subject to delay and/or additional expense.

1. **PROPRIETARY RIGHT**

**Stitch Art Fashion School shall be the owner of all right**, title and interest in any intellectual property in the Website and Services shall be deemed a work made for Hire in accordance with the copyright Act, as amended from time to time.

**Priceless ICT acknowledges and agrees that the Website will contain valuable proprietary rights** and disclaims all rights in such rights, **Priceless ICT hereby assigns to Stitch Art Fashion School without further compensation all of its right**, title and interest in the Website and any and all related intellectual property rights there to.

1. **INTELLECTUAL PROPERTY WARRANTY**

**Priceless ICT warrants** and represents that it will not knowingly violate the intellectual property rights of any third party in its performance of the Services.

**Stitch Art Fashion School warrants** and represents that any content provided to priceless ICT to facilitate the performance of the Service shall not violate the intellectual property rights of any party and **shall in deminfy Priceless ICT against any claim** that results from the provision of such allegedly infringing content.

1. **JURISDICTION AND VENUE**

This Agreement shall be construed with and governed by the substantive laws of Enugu State. Should any claim or controversy arise between the Parties under the terms of the Agreement, such claim or controversy shall be resolved only in the state or federal courts located in Enugu State, Nigeria and said state and federal courts for Enugu State shall be the only appropriate jurisdiction and venue for such claims or controversy.

1. **NO WAIVER OR MODIFICATION**

No obligation in this Agreement shall be deemed waived, nor shall any term be modified without consent to such waiver or change signed by both Parties.

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

Priceless ICT, Stitch Art Fashion School,

Enugu State Enugu State

**Contract Agreement For Multimedia**

**Prepared for:**

***Stella Nwofor***

*Stitch Art Fashion School, Enugu*

**Created by:**

***Emmanuel Thompson***

*Priceless ICT, Enugu*

This Multimedia Agreement is entered into as of …….|……| 2022 by and between **Priceless ICT** having its principal place of business located at 9 Edeogbodo street, off Joe continental, Agbani road, Enugu (***the* producer**) and **Stitch Art Fashion School** having its principal place of business located at 177 Agbani Road, Enugu (***the* client**), both of whom agree to be bound by this agreement.

**WHEREAS**, **Stitch Art Fashion School** has conceptualized an ideal (video) and desire to hire **Priceless ICT,** who is engaged in the business of Multimedia, to create/cover such ideals.

**NOW, THEREFORE**, subject to the terms and conditions herein, after set forth the company and Priceless ICT hereto (each individually a “party” and collectively the “Parties”) agree as follows:

1. **Multimedia SERVICES**

**Stitch Art Fashion School** shall provide all deliverables required to cover or create the ideal described on Exhibit A attached here to (the “services”).

**Priceless ICT,** shall cover or create multimedia content in form of videos, and shall not exceed four (4) productions in a month.

1. **FEES AND EXPENSES**

**2.1)** **Fees:** **Stitch Art shall** pay **Priceless ICT** a **one-off fee** of N……………………… being for cost of everything or **monthly fee** of N……………………… being **part cost** of everything accounting for the ideal development, **excluding** Uploading, Downloading of videos and other post-production fee. **Payment will not exceed duration of the project delivery**.

**2.2)** **Expenses:** **Priceless ICT** may incur cost, but such must be approved by **Stitch Art Fashion School** prior to incurring such costs.

Uploading, Downloading of videos and other post-production will be **sorted out by Stitch Art Fashion School.**

**2.3)** **Invoicing: Priceless ICT** will provide an invoice to confirm any payment made by **Stitch Art Fashion School** and must be **duly signed**; before further payments will be made subsequently.

**Priceless ICT** will provide any form of approval by **Stitch Art Fashion School** on any extra cost incurred before reimbursement will be made.

1. **TERM AND TERMINATION**

This Agreement shall last from the date of execution to the completion of the service, as described herein (Multimedia production duration: ………………………..).

Stitch **Art Fashion Schoo**l may **terminate this Agreement for any reason with fifteen (15) days notice to Priceless ICT**. Upon such notice of termination, **Priceless ICT will provide invoice to Stitch Art Fashion outlining all cost incurred to the point of such notice**. Such cost shall be due and payable upon termination.

**Priceless ICT may withhold any deliverables** pursuant to the services until such payment is made in full.

1. **DELIVERY**

**Priceless ICT shall deliver all deliverables** pursuant to the services as described on Exhibit A. If the idea (video) as delivered does not conform to the specifications described in Exhibit A, **Stitch Art Fashion School shall within forty-eight (48) hours of the date of delivery notify Priceless ICT in writing of the ways in which it does not conform to such specifications**. **Priceless ICT agrees** that upon receiving such notice, **it shall make reasonable efforts to correct any non-conformity**. **If such notice is not received with forty-eight (48) hours**, the ideal (video) shall be deemed to conform entirely to the specifications described on Exhibit A.

1. **CHANGES IN SPECIFICATION**

**Stitch Art fashion school** may request that **changes be made to the specifications outlined on Exhibit A**, or other aspect of the agreement and tasks associated there to. If Stitch Art Fashion School requests such a change, **Priceless ICT** will use its best efforts to implement the requested change at **no additional expense to Stitch Art Fashion School** and **without delaying delivery of the idea (video)**. In the event that the proposed change will, **in the sole discretion of the Producer**, **require a delay in the delivery of the idea (video)** or would result in **additional expense** to **Stitch Art Fashion School**, then Stitch Art Fashion School and Priceless ICT shall confer and **Stitch Art Fashion School shall, in its discretion**, elect either to withdraw the proposed change or required Priceless ICT to deliver the ideal (video) with the proposed change and subject to delay and/or additional expense.

1. **PROPRIETARY RIGHT**

**Stitch Art Fashion School shall be the owner of all right**, title and interest in any intellectual property in the Videos and Services shall be deemed a work made for Hire in accordance with the copyright Act, as amended from time to time.

**Priceless ICT acknowledges and agrees that the Videos will contain valuable proprietary rights** and disclaims all rights in such rights, **Priceless ICT hereby assigns to Stitch Art Fashion School without further compensation all of its right**, title and interest in the videos and any and all related intellectual property rights there to.

1. **INTELLECTUAL PROPERTY WARRANTY**

**Priceless ICT warrants** and represents that it will not knowingly violate the intellectual property rights of any third party in its performance of the Services.

**Stitch Art Fashion School warrants** and represents that any content provided to priceless ICT to facilitate the performance of the Service shall not violate the intellectual property rights of any party and **shall in deminfy Priceless ICT against any claim** that results from the provision of such allegedly infringing content.

1. **JURISDICTION AND VENUE**

This Agreement shall be construed with and governed by the substantive laws of Enugu State. Should any claim or controversy arise between the Parties under the terms of the Agreement, such claim or controversy shall be resolved only in the state or federal courts located in Enugu State, Nigeria and said state and federal courts for Enugu State shall be the only appropriate jurisdiction and venue for such claims or controversy.

1. **NO WAIVER OR MODIFICATION**

No obligation in this Agreement shall be deemed waived, nor shall any term be modified without consent to such waiver or change signed by both Parties.

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

Priceless ICT, Stitch Art Fashion School,

Enugu State Enugu State

**Contract Agreement For Social Media Management**

**Prepared for:**

***Stella Nwofor***

*Stitch Art Fashion School, Enugu*

**Created by:**

***Emmanuel Thompson***

*Priceless ICT, Enugu*

This Social Media Management Agreement is entered into as of …….|……| 2022 by and between **Priceless ICT** having its principal place of business located at 9 Edeogbodo street, off Joe continental, Agbani road, Enugu (***the manager***) and **Stitch Art Fashion School** having its principal place of business located at 177 Agbani Road, Enugu (***the client***), both of whom agree to be bound by this agreement.

**WHEREAS**, **Stitch Art Fashion School** has desire to hire **Priceless ICT,** who is engaged in the business of social media management, to manager its social media platforms/handles.

**NOW, THEREFORE**, subject to the terms and conditions herein, after set forth the company and Priceless ICT hereto (each individually a “party” and collectively the “Parties”) agree as follows:

1. **Social Media Management SERVICES**

**Stitch Art Fashion School** shall provide all deliverables required to manage its social media platforms/handles as required by **Priceless ICT** attached here to (the “services”).

1. **FEES AND EXPENSES**

**2.1)** **Fees:** **Stitch Art shall** pay **Priceless ICT** a **one-off fee** of N……………………… being for cost of everything or **monthly fee** of N……………………… being **part cost** of everything accounting for the social media management. **Payment will not exceed duration of the project delivery**.

**2.2)** **Expenses:** **Priceless ICT** may incur cost, but such must be approved by **Stitch Art Fashion School** prior to incurring such costs.

**2.3)** **Invoicing: Priceless ICT** will provide an invoice to confirm any payment made by **Stitch Art Fashion School** and must be **duly signed**; before further payments will be made subsequently.

**Priceless ICT** will provide any form of approval by **Stitch Art Fashion School** on any extra cost incurred before reimbursement will be made.

1. **TERM AND TERMINATION**

This Agreement shall last from the date of execution to the completion of the service, as described herein (Social Media Management duration: ………………………..).

**Stitch** **Art Fashion Schoo**l may **terminate this Agreement for any reason with fifteen (15) days notice to Priceless ICT**. Upon such notice of termination, **Priceless ICT will provide invoice to Stitch Art Fashion outlining all cost incurred to the point of such notice**. Such cost shall be due and payable upon termination.

**Priceless ICT may withhold any deliverables** pursuant to the services until such payment is made in full.

1. **DELIVERY**

**Priceless ICT shall deliver all deliverables** pursuant to the services as described by **Stitch Art Fashion School**. If the content as delivered does not conform to the specifications described by **Stitch Art Fashion School**, **Stitch Art Fashion School shall within twenty-four (24) hours of the date of delivery notify Priceless ICT in writing of the ways in which it does not conform to such specifications**. **Priceless ICT agrees** that upon receiving such notice, **it shall make reasonable efforts to correct any non-conformity**. **If such notice is not received with twenty-four (24) hours**, the content shall be deemed to conform entirely to the specifications described by **Stitch Art Fashion School**.

1. **CHANGES IN SPECIFICATION**

**Stitch Art fashion school** may request that **changes be made to the specifications outlined on Exhibit A**, or other aspect of the agreement and tasks associated there to. If Stitch Art Fashion School requests such a change, **Priceless ICT** will use its best efforts to implement the requested change at **no additional expense to Stitch Art Fashion School** and **without delaying delivery of the content**. In the event that the proposed change will, **in the sole discretion of the Manager**, **require a delay in the delivery of the content** or would result in **additional expense** to **Stitch Art Fashion School**, then Stitch Art Fashion School and Priceless ICT shall confer and **Stitch Art Fashion School shall, in its discretion**, elect either to withdraw the proposed change or required Priceless ICT to deliver the content with the proposed change and subject to delay and/or additional expense.

1. **PROPRIETARY RIGHT**

**Stitch Art Fashion School shall be the owner of all right**, title and interest in any intellectual property in the Website and Services shall be deemed a work made for Hire in accordance with the copyright Act, as amended from time to time.

**Priceless ICT acknowledges and agrees that the Website will contain valuable proprietary rights** and disclaims all rights in such rights, **Priceless ICT hereby assigns to Stitch Art Fashion School without further compensation all of its right**, title and interest in the Website and any and all related intellectual property rights there to.

1. **INTELLECTUAL PROPERTY WARRANTY**

**Priceless ICT warrants** and represents that it will not knowingly violate the intellectual property rights of any third party in its performance of the Services.

**Stitch Art Fashion School warrants** and represents that any content provided to priceless ICT to facilitate the performance of the Service shall not violate the intellectual property rights of any party and **shall in deminfy Priceless ICT against any claim** that results from the provision of such allegedly infringing content.

1. **JURISDICTION AND VENUE**

This Agreement shall be construed with and governed by the substantive laws of Enugu State. Should any claim or controversy arise between the Parties under the terms of the Agreement, such claim or controversy shall be resolved only in the state or federal courts located in Enugu State, Nigeria and said state and federal courts for Enugu State shall be the only appropriate jurisdiction and venue for such claims or controversy.

1. **NO WAIVER OR MODIFICATION**

No obligation in this Agreement shall be deemed waived, nor shall any term be modified without consent to such waiver or change signed by both Parties.

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

Priceless ICT, Stitch Art Fashion School,

Enugu State Enugu State