

# **“Covid19 Patient Contact Tracing Application” Software Development Agreement**

## **Version 1.0**

This Software Development Agreement (the “Agreement” or “Software Development Agreement”) states the terms and conditions that govern the contractual agreement between **LaSCP ( Pvt.) Ltd.** having its principal place of business **at 123 Circular Rd, Mapanawathura, Kandy,** and **Prabath Gunathilake.** (additionally referred to as “Client”) having its principal place of business at **No. 25, Postgraduate Institute of Science, University of Peradeniya** who agrees to be bound by this Agreement.

WHEREAS, the Client has conceptualized features required for **“Covid19 patient Contact Tracking Application 1.0”** (the “Software”), which is described in further detail on Exhibit A, the Client has come to an agreement to use the web application developed for “Facilitating the contact tracking of Covid19 patients which is supported by portable devices such as mobile devices” as a service platform. The payment terms and fees for which services will be on a **pro rata basis (one developer US\$ 25 per hour)**, rates of which will be on mutual terms with the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties to this Agreement, the Provider and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

### **DEVELOPER’S DUTIES**

- 1) The Client hereby engages the Developer and the Developer hereby agrees to be engaged by the Client to develop the Software in accordance with the specifications attached hereto as Exhibit A (the “Specifications”)
- 2) The Developer shall complete the development of the features requested by the client 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 Client by **Final Delivery Date** (the “Delivery Date”) mentioned in Exhibit B.
- 3) The Client may terminate this Agreement at any time upon material breach of the terms herein and failure to cure such a breach within **10 business days** of notification of such a breach.
- 4) The license grants access to source code. However, within the development period, the Client should not change the source code without taking consent in writing from the maintenance team.

### **DELIVERY**

- 5) The Software shall function in accordance with the Specifications on or before the Delivery Date
- 6) If the Software as delivered does not conform with the Specifications, the Client shall within **30 days** 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 correct any non-conformity.
- 7) The Client shall provide to the Developer written notice of its finding that the Software conforms to the Specifications within **30 days** of the Delivery Date (the “Acceptance Date”) unless it finds that the Software does not conform to the Specifications.

## PAYMENT

- 8) In consideration for the Service, the Client shall pay the Provider the following fees. No advance payments will be given to the Developer. ( ***Payments by Company will be made, within Company's discretion, according to Company's then-current payment policies or as agreed upon in the applicable Sprint. Company will be entitled to offset any amounts that Developer owes to Company against any amounts Company owes to Developer.*** )
- 9) All the payments must be paid in USD.

Item	Unit / Period	Amount USD
Milestone I (Environment setup and 20% of work)	2 Weeks	1600
Milestone II (30% of work)	2 Weeks	2400
Milestone III (40% of work)	2 Weeks	3200
Final Delivery (10% of work and bug fixing)	2 Weeks	800

## SERVICE & SUPPORT

- 10) The Provider shall attend to any support requests within **24 Hours**, during regular business days

## POINT OF CONTACT

- 11) A designated project manager shall be appointed on behalf of the Developer for the project implementation process and all instructions and requests shall be directed from the client to the Developer through the assigned project manager and vice-versa.
- 12) The Client shall assign a dedicated project manager for the implementation process and all instructions,
- 13) Information and feedback needs to be directed through the appointed project manager.
- 14) A designated technical person should be appointed on behalf of the client. Developer's support team shall be the point of contact for on-going support requests.
- 15) Requests for additional features or modifications for the existing system shall be directed to the project manager of the Developer.

## CLIENT RESPONSIBILITIES

- 16) The client shall be responsible for the following tasks and cooperating with the Developer to fulfil the mentioned tasks will be vital to deliver the project on time and budget.
  - a. A demonstration of the existing application must be given by the Client.
  - b. Source code management, deployment and delivery mechanisms must be provided by the Client.
  - c. Providing Software feature requirements in detail addressing all exceptional and complication scenarios.
  - d. Providing a copy of existing database structure and data for migration.
  - e. Providing feedback within **48 hours** during regular business days for questions that the Developer shall come across during the implementation or development stage.

## COPYRIGHTS IN THE SOFTWARE

- 17) The Parties acknowledge and agree that the Client shall hold all copyrights in the Software. The Developer agrees not to claim any such ownership in the Software's copyrights at any time prior to or after the completion and delivery of the Software to the Client.

## MODIFICATIONS IN 'THE SPECIFICATION'

- 18) The Client may request that changes (Change Requests) be made to the Specifications and tasks associated with the implementation of the Specifications. If the Client requests such a change, The Developer will use its best efforts to implement the requested change at nominal additional expense to the Client.
- 19) In the event that the proposed change will, in the sole discretion of the Developer, require a delay in the delivery of the Software or would result in additional expense to the Client, then the Client and the Developer shall confer and the Client may either withdraw the proposed change or require the Developer to deliver the Software with the proposed change and subject to the delay and/or additional expense. The Client agrees and acknowledges that the judgment as to if there will be any delay or additional expense shall be made solely by the Developer.

## EXPANDING THE SCOPE OF WORK WITH NEW FEATURES

- 20) The Client shall request any new features during and/or after the scope of this agreement. Such requests shall also be covered by the terms and conditions provided in this agreement provided such features will have their own Client Specifications which will then be processed as per this agreement, the payment terms for which will be on a pro rata basis mutually agreed by the parties. However, the request(s) has to be made in writing within five (05) days immediately after the agreement meeting.

## CONFIDENTIALITY

- 21) 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.
- 22) The Developer shall use the name, logo and other information of the client in developer marketing and advertising material subjected to terms and conditions of the said logo use set by the Client.

## WARRANTIES

- 23) The Developer represents and warrants to the Client the following:
  - Development and delivery of the Software under this Agreement are not in violation of any other agreement that the Developer has with another party.
  - 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.
  - The client must inform the developer all the issues in one business week after a delivery.

## NON-COMPETE

- 24) The Developer agrees not to sell or market the Software to any businesses in **Sri Lanka** or any **other parts of the world**.

## NO MODIFICATIONS UNLESS IN WRITING

25) No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

## APPLICABLE LAW

26) This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka and subject to the exclusive jurisdiction of the federal and state courts located in Democratic Socialist Republic of Sri Lanka.

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

## EXHIBIT A

28) Software Specification

Inspection Type	Screens	Weight	Total (Weight, in man hours)
Module 1: District Module	3	1	40
Module 2: Gramaniladhari Module	3	1	40
Module 3: Province Module	3	1	40
Module 4: User Module	3	2	80
Module 5: Patient Module	5	1	40
Module 6: Report Application	5	2	80

- Development Technology:  
**Springboot with Thymeleaf**
- Database Management System:  
**Mysql**
- No Server-side development tasks are involved with the Software.

## EXHIBIT B

Provider Project Manager for implementation phase	Pamuditha Leo
Client Project Manager for implementation phase	Nominated by Prabhath Gunathilake
Provider Support Desk	Charitha Wimaladharma
Client Technical Manager for on-going support	Prabhath Gunathilake
Post-implementation requests	Lathagini Sivarasa

Project Agreement Signing Date	
Project Start Date	<b>Five business days from project signing date</b>
Final Delivery Date	<b>Eighty business days (4 Calendar Months) from project start date</b>

## EXHIBIT C - System in Abstract

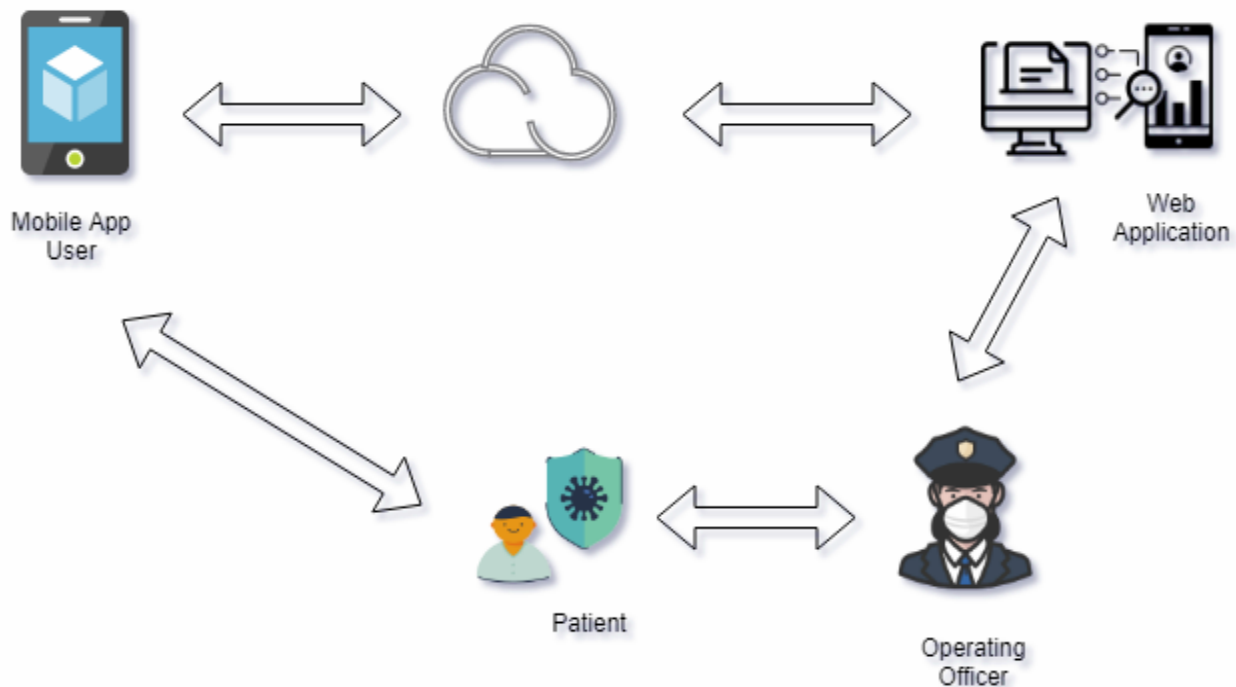


EXHIBIT D - Glossary

1. Regular business days - Monday through Friday 8:00 to 17:00 except public and mercantile holidays in Sri Lanka

Team leader

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**For LaSCP ( Pvt.) Ltd**

Name:Lalith Kahatapitiya @ **LaSCP ( Pvt.) Ltd.**

Designation: **Software Development Manager**

Date: .....

Prabhath Gunathilake

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**For PGIS**

Name: Prabhath Gunathilaka @ **PGIS**

Designation: Project Manager

Date: .....

**WITNESSES**

Signature: .....

Sasika Moragoda

Name: .....

N. I. C. No: .....

Address: .....

**WITNESSES**

Signature: .....

Prarthana Weerasekara

Name: .....

N.I.C. No. : .....

Address: .....