**{{project\_name}}**

This Agreement is made and entered into as of this {{contract\_date}}, by and between **{{client\_name}}**, hereinafter referred to as "**Clients**", and **{{commissioner\_name}}**, hereinafter referred to as "**Commissioner**".

WITNESSETH

WHEREAS, Client desires to engage Commissioner to develop a **{{project\_name}}** integrated with a hardware/software hereinafter referred to as the "Project"; and

WHEREAS, Commissioner possesses the necessary skills and experience to develop the Project;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Scope of Work

Commissioner agrees to develop the Project in accordance with the following specifications:

* {{project\_specifications}}
* The client is entitled to request a maximum of three revisions of the code and hardware design. Any additional revisions beyond the stated limit will incur additional charges.

2. Deliverables

Commissioner shall deliver the following to Client:

* A fully functional prototype of the Project by {{prototype\_due\_date}}.
* The final source code for the Software by {{source\_code\_due\_date}}.
* The complete hardware design and manufacturing instructions for the {{hardware\_name}} by {{hardware\_due\_date}}.
* User manuals and tutorials for both the software and prototype by {{documentation\_due\_date}}.

3. Payment

Client shall pay Commissioner a total fee of **P{{project\_fee}}**, and amount to be reimbursed if Commissioner had to buy additional components needed upon showing the official receipt, for the development of the Project, payable as follows:

* {{payment\_1\_amount}} (25%) due upon signing this Agreement.
* {{payment\_2\_amount}} (25%) due earlier or between {{payment\_2\_date\_range}}.
* {{payment\_3\_amount}} (25%) due earlier or between {{payment\_3\_date\_range}}.
* Additional costs for hardware components, software licenses, and other necessary materials will be reimbursed by Client upon presentation of receipts.
* Once the Commissioner finishes the Deliverables the clients are required to pay the remaining balance.
* Revisions for the scope of this Project will be counted as additional work and will be billed separately.

4. Intellectual Property

All intellectual property rights developed in connection with the Project, including the source code, hardware design, and user manuals, shall be the sole and exclusive property of Client. Programmer shall assign all such rights to Client upon full payment of the agreed-upon fees.

5. Confidentiality

Both parties agree to keep confidential all non-public information disclosed by the other party in connection with this Agreement. However, if the client breaches the agreement, the confidentiality obligation shall be removed.

6. Termination

Either party has the right to terminate this Agreement by providing written notice to the other party in the event of a significant violation of any terms and conditions outlined herein. In such a case, the deposited amount will not be refunded, but the components supplied will be returned, and the violating party will reimburse the cost of the components.

7. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written. Once the contract is finalized, all agreed-upon features and work shall be considered final and binding.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Client:

{{client\_signature}}

Commissioner:

{{commissioner\_signature}}