

DEVIATION SUMMARY AGREEMENT

THIS DEVIATION SUMMARY AGREEMENT ("Agreement") is entered into on the [DATE] BETWEEN:

[Your Company Name], a [Type of Company] duly incorporated under the laws of [Jurisdiction], and having its registered office at [Address] (hereinafter referred to as the "Provider", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the FIRST PART;

[Client's Company Name], a [Type of Company] duly incorporated under the laws of [Jurisdiction], and having its registered office at [Address] (hereinafter referred to as the "Client", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART;

(The Provider and the Client shall be individually referred to as a "Party" and collectively referred to as the "Parties", as the context may require).

WHEREAS:

A. The Provider is inter alia engaged in the development and maintenance of software applications, including the `app.py` application.

B. The Client operates a business and requires the services of the Provider to generate a deviation summary report for the `app.py` application.

C. The Parties desire to enter into this Agreement to outline the terms and conditions governing the provision of deviation summary services by the Provider to the Client.

NOW THEREFORE, in consideration of the above recitals, the representations, warranties, covenants, and agreements contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are now acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 The capitalized terms used in this Agreement shall have the meanings ascribed to them at Part A to Schedule "A" to this Agreement.

1.2 This Agreement shall be interpreted in accordance with the principles set forth in Part B to Schedule "A" to this Agreement.

2. PROVISION OF DEVIATION SUMMARY SERVICES

2.1 Provision of Services. The Provider hereby agrees to generate a deviation summary report for the `app.py` application, detailing any variations, discrepancies, or deviations from the specified requirements or standards, as requested by the Client.

2.2 Client Cooperation. The Client shall cooperate with the Provider and provide all necessary information, access to relevant systems or documents, and any other assistance required for the accurate generation of the deviation summary report.

3. DELIVERY AND ACCEPTANCE

3.1 Delivery of Report. The Provider shall deliver the deviation summary report to the Client within [SPECIFY TIMEFRAME] of the effective date of this Agreement.

3.2 Acceptance Criteria. The Client shall review the deviation summary report upon receipt and notify the Provider of any discrepancies or concerns within [SPECIFY TIMEFRAME] of delivery.

3.3 Acceptance. The deviation summary report shall be deemed accepted by the Client upon the expiry of the review period specified in Clause 3.2, unless the Client notifies the Provider of any objections or issues within such period.

4. PAYMENT

4.1 Payment Amount. The Client shall pay the Provider a fee of [SPECIFY AMOUNT] for the provision of deviation summary services under this Agreement.

4.2 Payment Terms. The payment shall be made in full within [SPECIFY TIMEFRAME] of the acceptance of the deviation summary report by the Client.

4.3 Taxes. All applicable taxes, including but not limited to sales tax, value-added tax, or goods and services tax, shall be borne by the Client in addition to the fees specified herein.

5. REPRESENTATIONS AND WARRANTIES

The Provider represents and warrants to the Client that the deviation summary report provided under this Agreement shall be prepared with due care and in accordance with industry standards. The Client represents and warrants to the Provider that it has the necessary authority and permissions to engage the Provider for the provision of deviation summary services.

6. CONFIDENTIALITY

6.1 Confidential Information. Each Party shall maintain the confidentiality of any information disclosed by the other Party in connection with this Agreement, including but not limited to proprietary data, business strategies, and technical specifications.

6.2 Non-Disclosure. Neither Party shall disclose any confidential information of the other Party to any third party without the prior written consent of the disclosing Party.

7. TERMINATION

7.1 Termination. This Agreement may be terminated by either Party upon [SPECIFY NOTICE PERIOD] written notice to the other Party in the event of a material breach of any provision of this Agreement by the other Party, which breach remains uncured after [SPECIFY CURE PERIOD] following written notice thereof.

7.2 Effect of Termination. In the event of termination of this Agreement, the Parties shall be released from their respective obligations hereunder, except for those obligations that, by their nature, survive termination.

8. MISCELLANEOUS

8.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

8.2 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of [SPECIFY JURISDICTION], and any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of [SPECIFY JURISDICTION].

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

PROVIDER: CLIENT:

[Your Company Name] [Client's Company Name]

By: _____ By: _____

Name: Name:

Title: Title:

Address: Address:

Authorised Signatory Authorised Signatory

Witnesses Witnesses