**Agreement for Provision of Rehabilitation and Physiotherapy Center Management System**

This Agreement (the "Agreement") is entered into as of [Date], by and between:

1. \*\*Tatweer For Software Solutions\*\* (hereinafter referred to as the "Provider"), a company duly registered and

2. \*\*Piyavate Rehabilitation and Physiotherapy Center\*\* (hereinafter referred to as the "Client").

**RECITALS**

WHEREAS, the Provider is engaged in the business of developing and supplying software solutions;

WHEREAS, the Client desires to procure a comprehensive management system for its Rehabilitation and Physiotherapy Center, and the Provider agrees to deliver such a system in accordance with the terms and conditions set forth herein;

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

### 1. Scope of Work

The Provider shall deliver a fully functional management system tailored to the requirements of the Client’s Rehabilitation and Physiotherapy Center. The detailed scope of work will be provided as an annex to this Agreement and will include the system’s features, functionalities, deliverables, timelines, and other specifications.

### 2. Term of Agreement

This Agreement shall commence on the date of signing and remain in full force and effect until the successful completion of the project, unless terminated earlier in accordance with the provisions set forth herein. Any extension, renewal, or modification of the term shall require mutual written consent by both parties. In the event of early termination, the rights and obligations of both parties shall be governed by the relevant provisions of this Agreement.

### 3. Payment Terms

3.1. The total project cost is agreed upon as **4,300 OMR**.  
3.2. Deposit: A deposit of **1,000 OMR** has been paid prior to signing the Agreement 3.3. **Second Payment**: The Client will pay an additional **1,150 OMR** on or before **1st March**, bringing the total payment to 50% of the agreed project cost.  
3.4. **Remaining Payments**: The remaining amount will be paid in installments upon the completion of each project milestone or deliverable, as follows:

* **Milestone 1**: Appointment Patirnt Doctor Module – 600 OMR
* **Milestone 2**: HRM Module – 450 OMR
* **Milestone 3**: Reports and Others– 600 OMR
* **Final Payment**: Upon final project delivery and acceptance – [**500 OMR**]

### 4. Responsibilities of the Provider

The Provider agrees to:

* Develop and deliver the system in strict accordance with the agreed scope of work.
* Ensure that the system is free of defects, meets performance standards, and functions as per the defined specifications.
* Provide comprehensive training sessions and detailed documentation to the Client’s staff to facilitate system adoption.
* Offer technical support and maintenance services during the agreed warranty period to resolve any operational issues.

### 5. Responsibilities of the Client

The Client agrees to:

* Provide accurate, timely, and complete information required for the development and successful implementation of the system.
* Facilitate necessary access to resources, personnel, and infrastructure to enable smooth project execution.
* Adhere to the agreed-upon payment schedule to ensure the continuous and timely progress of the project.
* Provide consistent and constructive feedback on a daily basis, as required by the Provider, to expedite development and resolve any ambiguities.
* Actively participate in testing phases, reviewing system functionality, and formally approving each module upon successful verification to avoid project delays.

### 6. Confidentiality

Both parties agree to maintain the confidentiality of all proprietary and sensitive information disclosed during the term of this Agreement. Such information shall not be shared with any third party without prior written consent.  
Furthermore, any source code, scripts, or software developed under this Agreement shall remain the intellectual property of the Developer unless otherwise agreed in writing. If the Client requires access to or ownership of the source code in the future, such transfer or licensing shall be subject to separate terms and conditions, to be agreed upon through a mutual and documented consensus.  
This confidentiality obligation shall survive the termination of this Agreement.

### 7. System Ownership

7.1. The Provider retains ownership of the system’s intellectual property, including the source code and any related components, unless otherwise agreed upon.  
7.2. The Client is granted a non-exclusive, perpetual license to use the system for internal operations, as specified in this Agreement.  
7.3. The Client does not have the right to resell, distribute, or sublicense the system, unless otherwise agreed in writing by the Provider.  
7.4. If the Client requires full ownership of the system’s source code, such a transfer will be subject to separate terms and additional charges.

### 8. Limitation of Liability

The Provider’s liability under this Agreement, whether in contract or tort, shall not exceed the total amount paid by the Client under this Agreement.

### 9. Termination and Payment Upon Termination

9.1. In the event of termination, the Provider shall be entitled to payment for work completed up to the date of termination. In the event of contract termination at any stage, the Provider shall not be liable for issuing any reimbursements for payments already made.

### 10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **Applicable Jurisdiction**.

### 11. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings or agreements, whether written or oral.

### 12. Amendments

No amendment to this Agreement shall be valid unless made in writing and signed by both parties.

### 13. Annual Maintenance Contract (AMC)

13.1. The Annual Maintenance Contract (AMC) for system support and updates will be agreed upon in a separate agreement after the successful completion of the project.  
13.2. The AMC will cover the following services:

* Technical support for system issues, bugs, and troubleshooting.
* System updates and improvements as needed.
* Regular maintenance to ensure system functionality.  
  13.3. The terms, fees, and duration of the AMC will be negotiated separately based on the Client's specific needs and requirements.

### 14. ****WhatsApp Notification Service Fees****

14.1. The Client agrees to pay a monthly fee of **15 OMR** for the use of the WhatsApp notification service, which includes unlimited automatic notifications.  
14.2. These fees will be paid monthly at the beginning of each month for the duration of the service.  
14.3. If the Client wishes to terminate the service or no longer requires it, the Provider must be notified at least **[30]** days before the service cancellation date.

### ****15. Additional Terms****

15.1. The old data will be provided by the Client in Excel format to be imported into the new system. However, the Provider does not guarantee that the data migration will be fully accurate or without issues, as the structure of the old database or the data recording method may differ from the new system's requirements.  
15.2. The Provider will take care to avoid the introduction of any random or irrelevant data from the old system, to ensure it does not affect the accuracy of the new system's reports.  
15.3. Any hardware required for the attendance system will be arranged, provided, and installed by the Client. The Provider's role will be limited to the technical integration and configuration of the system with the provided hardware

### 16. Usage of the System

11.1. During the development phase, the Client will be granted access to system modules solely for testing purposes. Official usage of the system shall commence only upon full project completion, successful quality assurance (QA) validation, and formal approval by the Client for each module.

### IN WITNESS WHEREOF

The parties have executed this Agreement as of the date first above written

\*\*For Tatweer For Software Solutions\*\*:  
  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
\*\*For Piyavate Rehabilitation and Physiotherapy Center\*\*:  
  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_