

Development Contract

This Contract is between KAM Digital Services Limited (the "Client") and Niyindagiye Abel (the "Developer").

The Contract is dated [the date both parties sign: 17th march 2021.....

1. WORK AND PAYMENT.

1.1 Project. The Client is hiring the Developer to do the following:

1. Ability of to gather information of various categories of Artisans without limitation, this should be scalable (carpenter, plumber etc.), I (by admin members) should be able to edit, create and add a new category
2. Grouping of Artisans by categories and locations (by local government/STATE/Nigeria) I should I (ADMIN) be able to edit, create and add a new location
3. Enable pictures of the artisans to be uploaded.
4. Enables rating after each Artisans job completing
5. Artisans should be able to upload up to 12 pictures of their past work to demonstrate capabilities.
6. Each Artisans should be able to display their hourly rate of Artisans. Artisans should be able to make some comments about what they do like hourly rate, the area of strength
7. Request for Quotes features that allows Artisans to respond to Customer request
8. There should be various levels within different categories depending on their rating over time. The levels are GOLD, SILVER and BRONZE. Priority goes to gold, then silver and later bronze When artisans are searched for.
9. Everyone comes in as bronze and proceed their way to gold by meeting clearly defined requirements. Such movement will be requested by Artisans and will only be approved by the Admin. There should be admin ability to move suppliers to lower level as well as up if needed.
10. Search priority by Location by state, local government and ability to increase location by admin members
11. Search priority by Artisans category, location, hourly rate, performance rating, membership status.

12. Designing Payment gateway for subscription for Customer .

13. A blog Page.

1.2 Schedule. The Developer will begin work on 22nd March 2021 and will end on 22nd April. This Contract can be ended by either Client or Developer at any time, pursuant to the terms of Section 6, Term and Termination.

1.3 Payment. The Client will pay the Developer a flat fee of \$220 (USD). Of this, the Client will pay the Developer 40% (percent) before work begins and then 40% when construction is done and the receive the 20% after 1 month.

1.4 Expenses. Expenses are already covered in the contract payment in section 1.3.

1.5 Invoices. The Developer will invoice the Client *at the end of the project*. The Client agrees to pay the amount owed within 2 days of receiving the invoice. Payment after that date will incur a late fee of 1.5% per month on the outstanding amount.

1.6 Support. The Developer will not provide support for any deliverable once the Client accepts it, unless otherwise agreed in writing.

2. OWNERSHIP AND LICENSES.

2.1 Client Owns All Work Product. As part of this job, the Developer is creating “work product” for the Client. To avoid confusion, work product is the finished product, as well as drafts, notes, materials, mockups, hardware, designs, inventions, patents, code, and anything else that the Developer works on—that is, conceives, creates, designs, develops, invents, works on, or reduces to practice—as part of this project, whether before the date of this Contract or after. The Developer hereby gives the Client this work product once the Client pays for it in full. This means the Developer is giving the Client all of its rights, titles, and interests in and to the work product (including intellectual property rights), and the Client will be the sole owner of it. The Client can use the work product however it wants or it can decide not to use the work product at all. The Client, for example, can modify, destroy, or sell it, as it sees fit.

2.2 Developer's IP That Is Not Work Product. During the course of this project, the Developer might use intellectual property that the Developer owns or has licensed from a third party, but that does not qualify as “work product.” This is called “background IP.” Possible examples of background IP are pre-existing code, type fonts, properly-licensed stock photos, and web application tools. The Developer is not giving the Client this background IP. But, as part of the Contract, the Developer is giving the Client a right to use and license (with the right to sublicense) the background IP to develop, market, sell, and support the Client’s products and services. The Client may use this background IP worldwide and free of charge, but it cannot transfer its rights to the background IP (except as allowed in Section 11.1 (Assignment)). The Client cannot sell or license the background IP separately from its products or services. The Developer cannot take back this grant, and this grant does not end when the Contract is over.

third-party (other than by will or intestate), without first receiving the Client's written permission. In contrast, the Client may assign its rights and delegate its obligations under this Contract without the Developer's permission. This is necessary in case, for example, another Client buys out the Client or if the Client decides to sell the work product that results from this Contract.

11.2 Modification; Waiver. To change anything in this Contract, the Client and the Developer must agree to that change in writing and sign a document showing their contract. Neither party can waive its rights under this Contract or release the other party from its obligations under this Contract, unless the waiving party acknowledges it is doing so in writing and signs a document that says so.

11.3 Severability. This section deals with what happens if a portion of the Contract is found to be unenforceable. If that's the case, the unenforceable portion will be changed to the minimum extent necessary to make it enforceable, unless that change is not permitted by law, in which case the portion will be disregarded. If any portion of the Contract is changed or disregarded because it is unenforceable, the rest of the Contract is still enforceable.

11.4 Governing Law. The laws of the state of Rwanda govern the rights and obligations of the Client and the Developer under this Contract, without regard to conflict of law principles of that state.

11.5 Entire Contract. This Contract represents the parties' final and complete understanding of this job and the subject matter discussed in this Contract. This Contract supersedes all other contracts (both written and oral) between the parties. THE PARTIES HERETO AGREE TO THE FOREGOING AS EVIDENCED BY THEIR SIGNATURES BELOW.

Developer : Niyindagye Abel

Client Name:.....

Signature: 

Signature:.....