**Contract for developing Merchant Pharmacy System**

Between us: [Michael Joshua Wanyama] and you: [Martin Mundia]

**Summary:**

We’ll always do our best to fulfil your needs and meet your expectations, but it’s important to have things written down so that we both know what’s what, who should do what and when, and what will happen if something goes wrong. In this contract you won’t find any complicated legal terms or long passages of unreadable text. We’ve no desire to trick you into signing something that you might later regret. What we do want is what’s best for both parties, now and in the future.

### So in short;

**Martin Mundia,** (“You”) are being professionally hired by me **Michael Wanyama** (“We or Us”) to:

* **Design and develop a merchant pharmacy system**

For the estimated total price of **KES** **135,000** as outlined in our previous correspondence.

**What do both parties agree to do?**

*Us:* You have the authority to enter into this contract on behalf of yourself, your company or your organization. We’ll give you everything we need to complete the project as and when and in the format you need it. We’ll review our work, provide feedback and approval in a timely manner too. Deadlines work two ways, so we’ll also be bound by dates we set together.

*You:* You have the experience and ability to do everything we’ve agreed with you and you’ll do it all in a professional and timely manner. You’ll endeavor to meet every deadline that’s set and on top of that you'll maintain the confidentiality of everything we give you.

## Contract Details

### Design

The client already shared a sample design. We will build off this and add improvements/modifications all aimed at making the user experience an excellent one.

### Graphics and photographs

You should supply graphic files (icons and splash page) in an editable, vector digital format. Alternatively we can provide and you assess.

### Platforms

The application will run on Android. The web portal will be built either on Spring 4 or php. The portal will be three – fold;  
  
 1) User Portal  
  
 2) Supplier Portal  
  
 3) Admin Portal

### Mobile money and payment card integrations

The system will be connected to a 3rd party mobile money and card payment API.

### App testing

We shall conduct User Acceptance Tests (UAT’s) before rolling the application out to a live environment.

### Project Scope

As per our previous correspondence, we will develop the application to run on web app and Android platform and will accurately and competently ensure that the system development will be done in **10 weeks max (could possible take shorter).**Rigorous testing will then be done in tandem with **Martin Mundia** -.

### Changes and revisions

Any changes out of scope will result in changes to the agreed amount from my end.

### Legal Obligations

You’ll carry out our work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience.

That said, you can’t guarantee that your work will be error-free and so you can’t be liable to us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you’ve advised us of them.

Your liability to us will also be limited to the amount of fees payable under this contract and you won’t be liable to us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you’ve advised us of them.

Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

### Intellectual property rights

Just to be clear, “Intellectual property rights” means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

First, we guarantee that all elements of text, images or other artwork we provide are either owned by our good selves, or that we’ve permission to use them. When we provide text, images or other artwork to you, we agree to protect you from any claim by a third party that we’re using their intellectual property.

We guarantee that all elements of the work we deliver to you are either owned by us or we’ve obtained permission to provide them to you. When we provide text, images or other artwork to you, we agree to protect you from any claim by a third party that you’re using their intellectual property. Provided you’ve paid for the work and that this contract hasn’t been terminated, we’ll assign all intellectual property rights to you as follows:

We’ll own the application you develop for us plus the visual elements that you create for it. You’ll give us source files and finished files and we should keep them somewhere safe as you’re not required to keep a copy. We own all intellectual property rights of text, images, site specification and data you provided.

### Support

You will offer support and maintenance for a period of 2 months for free. After this, a maintenance and support contract will be discussed.

### Payment schedule

We will endeavor to make payment prompt. Below are our agreed terms:

**Payment details: *KES 135,000.***

**Payment schedule: *A deposit of 50 of development cost % (67,500) and 50% (67,500) upon successful completion***

### The dotted line

Signed by and on behalf of **Michael Wanyama**

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Signed by and on behalf of **Martin Mundia**

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