

**CANOPY LIFE ACADEMY SMALL SCALE ENTERPRISE RESOURCE PLANNER CONTRACT**

This agreement is made and entered by **Canopy Life Academy** (Client) of **UbuniWorks** (System Developer) of **Nairobi, Kenya** on this 11th day of November 2016.

**1. Work to be implemented:**

1. Designing & building of a small scale Enterprise Resource Planner
2. Testing & deployment of the small scale Enterprise Resource Planner
3. Training the staff of Canopy Life Academy

**2. Duration:**

The work to be done shall take **8 weeks (40 days)** including testing from the signing of this contract and payment of the initial deposit. Time may be extended if system development takes longer than anticipated, but this must be communicated in writing to the client and their consent must be acquired; anything less than this will be considered a breach of contract.

**3. Compensation:**

The Client shall pay **Kshs.150, 000** as the **Contract Fee**. This is as total compensation for the work done as stated in 1 above. Payment shall be made as follows:

1. **An initial deposit as agreed by both parties** before commencement of work. This shall be the initial deposit or commitment fee. **Subsequently, flexible instalments shall be payable,** and
2. **Any outstanding fees,** due upon delivery of the project by successfully deploying the system and training Canopy Life Academy staff.
3. Maintenance fees will be agreed upon, in writing, once scale Enterprise Resource Planner is up and running.

**4. Independent Contractor Relationship:**

1. The System Developer's relationship with the Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship.
2. No part of the System Developer’s compensation will be subject to withholding by the Client for the payment of any social security, state, or any other employee payroll taxes.

**5.** **Ownership of Work Product:**

The System Developer agrees that all work product developed by him alone or in conjunction with others in connection with the performance of services pursuant to this Agreement is and shall be the sole property of the Client, and the System Developer shall retain no ownership, interest, or rights therein. Work product includes but is not limited to the Canopy Life Academy Enterprise Resource Planner, reports, graphics, and taglines. The System Developer shall only use the work product in this contract for marketing purposes only; as reference.

**6. Confidentiality:**

**6.1 Definition of Confidential Information.**

"CONFIDENTIAL INFORMATION" as used in this Agreement shall mean any and all technical and non­technical information including patent, copyright, trade secret, proprietary information, computer files, and Client information related to the past, current, future, and proposed services of the Client and includes, without limitation, Client property, and the Client's information concerning customers, research, financial information, purchasing, business forecasts, sales and merchandising, and marketing plans and information.

**6.2 Non-disclosure and Non-use Obligations.**

The System Developer agrees to protect the confidentiality of all Confidential Information and, except as permitted in this section, the System Developer shall neither use nor disclose the Confidential Information. The System Developer may use the Confidential Information solely to perform consulting services under this Agreement for the benefit of the Client.

**6.3 Exclusion from Non-disclosure and Non-use Obligations.**

The System Developer's obligations under Section 6.2 ("NON-DISCLOSURE AND NON-USE OBLIGATIONS") with respect to any portion of the Confidential Information shall not apply to any such portion that the System Developer can demonstrate

(a) Was in the public domain at or subsequent to the time such portion was communicated to the System Developer by the Client;

(b) Was rightfully in the System Developer's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to the System Developer by the Client, or

(c) Was developed by the System Developer independently of and without reference to any information communicated to the System Developer by the Client. A disclosure of the Confidential Information by the System Developer, either

(i) In response to a valid order by a court or other governmental body,

(ii) Otherwise required by law, or

(iii) Necessary to establish the rights of either party under this Agreement, shall not be considered a breach of this Agreement or a waiver of confidentiality for other purposes, provided, however, that System Developer shall provide prompt written notice thereof to the Client to enable the Client to seek a protective order or otherwise prevent such disclosure.

**7. General Provisions.**

**7.1 Governing Law.**

This Agreement shall be governed in all respects by the laws of the Republic of Kenya. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the state courts, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such state courts, such personal jurisdiction shall be non-exclusive.

**7.2 Severability.**

If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable,

(a) That provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and

(b) The legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

**7.3 Injunctive Relief for Breach.**

The System Developer agrees that his obligations under this Agreement are of a unique character that gives them particular value; the System Developer's breach of any of such obligations will result in irreparable and continuing damage to the Client for which there will be no adequate remedy at law; And, in the event of such breach, the Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper, including monetary damages if appropriate.

**8. Force Majeure:**

Either Party shall be excused from any delay or failure in fulfilling their obligation required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties’ respective obligations hereunder shall resume. In the event the interruption of the excused Party’s obligations continues for a period in excess of **Seven (7)** calendar days, either Party shall have the right to terminate this Agreement without prior written notice to the other Party.

**9. Termination:**

Once the Canopy Life Academy small scale Enterprise Resource Planned contract is signed, the Agreement becomes legally binding. If by any chance either party wishes to terminate this Agreement then the following circumstances shall be preceded with their respective measures:

1. If the Client decides to terminate this Agreement within the duration, then they will forfeit the deposited amount and will be required to pay the System Developer the cost of development up until the point of termination. With this regard the rate shall be Kshs. 3750 per day (i.e. Kshs.150, 000/40days).
2. If the Software Developer wishes to terminate this agreement within the work duration then they will return all the amount given to them by the Client.

**Executed as an Agreement.**

Signed by:

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*Name of authorised representative Signature*

**Canopy Life Academy** *Date:*

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*Name of authorised representative Signature*

**UbuniWorks Limited** *Date:*