**WEBSITE DESIGN AND DEVELOPMENT AGREEMENT**

This Website Development Agreement (the **“Agreement”**) is entered into

\_\_\_\_\_\_\_\_\_ (the **“Effective Date”**), by and between , with an

Address of (The **“Client”**) and

\_\_\_\_\_\_\_\_ , with an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

, (the **“Developer”**), collectively “the **Parties.**”

1. **Project Description.** Client wishes to hire the Developer to create a Website. The specific requirements and the details as stated by Client are in Addendum 1.

1. **Schedule.** Here is the schedule the Developer will follow:

|  |  |
| --- | --- |
| Start Date | 1 day after Upfront Payment |
| Initial Design Date | 15 days after Start Date |
| Client Comment/Approval | 20 days after Start Date |
| Final Design Date | 30 days after Start Date |
| Completion of Development | 8 weeks after Start Date |

The Developer will not be responsible for delays due to third parties who provide external services to the client. Such delays will lead to changes in the above schedule. Examples include Payment Processing service providers or any other third party API providers. The Developer will make efforts to notify the client of any such delays from third parties within the space of 1 week.

1. **Revisions.** Client shall be entitled to 3 revisions per module described in the project description. Any revisions beyond the maximum specified shall be chargeable at a rate of $ 100 per revision. Minor Revisions will incur a time penalty of 1 week in order for the Developer to implement the agreed upon changes. Any changes requiring time beyond 1 week will be classified as Major. Major Revisions will automatically negate the agreed dates in Section 2, Schedule. A new schedule will be shared. Major Revisions will need a new agreement between the client and the Developer and may incur additional costs. Upon request from the client the Developer will provide an in depth explanation of why the revision is classified as major.

1. **Payment.** The Parties agree to the following Payment and Payment Terms:

|  |  |
| --- | --- |
| Total Fee for Services  Exchange Rate Used (1USD = 3680 UGX) | 8,832,000 UGX    (2400 USD) |
| Upfront Fee (Due before Project Start Date). 60% of Total. | 5,300,000 UGX    (1440 USD) |
| Remaining Balance (Final Payment) | 3,532,000 UGX  (960 USD) |

The Client will pay the Developer the Upfront fee by the date of Contract Sign off or within 24 hours after Contract Sign off. Proof of payment should be shared with the Developer by email. Failure to do so automatically negates the schedules in Section 2. The Client will pay the Developer the Final Payment within 48 hours after the development is concluded and approved by both parties.

1. **Confidentiality.** During the course of this Agreement, it may be necessary for Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Developer in order for Developer to complete the Website in its final form. Developer will not share any of this proprietary information at any time, even after the Agreement is fulfilled. Developer also will not use any of this proprietary information for his/her personal benefit at any time, even after the Agreement is fulfilled.

1. **Ownership Rights.** Client continues to own any and all proprietary information it shares with Developer during the term of this Agreement for the purposes of the Project. Developer has no rights to this proprietary information and may not use it except to complete the Project. Upon completion of the Agreement, Client will own the final website design.

While Developer will customize Client’s Website to Client’s specifications, Client recognizes that websites generally have a common structure and basis. Developer continues to own any and all template designs it may have created prior to this Agreement. Developer will further own any template designs it may create as a result of this Agreement.

1. **Representations and Warranties.**

Developer. Developer represents and warrants that he/she has the right to enter into and perform this Agreement. Developer further represents and warrants that he/she has the right to utilize and distribute the designs created for Client and that such designs are not owned by anyone else to Developer’s knowledge. In the event that Developer does not have these rights, Developer will repay any associated damages Client may experience or will take responsibility so that Client does not experience any damages.

Client. Client represents and warrants that is has the rights to use any proprietary information, including, but not limited to trade secrets, trademarks, logos, copyrights, images, data, figures, content, and the like that it may provide to

Developer to be included in this Website. In the event that Client does not h

These rights, Client will repay any associated damages Developer may experience or will take responsibility so that Developer does not experience any damages.

1. **Disclaimer of Warranties.** Developer shall create a Website for Client’s purposes and to Client’s specifications. DEVELOPER DOES NOT REPRESENT OR WARRANT THAT SAID WEBSITE WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. DEVELOPER HAS NO RESPONSIBILITY TO CLIENT IF THE WEBSITE DOES NOT LEAD TO CLIENT’S DESIRED RESULT(S).

1. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABILE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY.

1. **Termination.** If either Party fails to follow through with their responsibilities or obligations under this Agreement, the other Party can end this Agreement by giving a ten (10) day written notice. This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been made.

1. **Penalties**. If the Developer is unable to fulfill his obligations within the agreed timelines then he will be expected to complete the agreed upon work based on new schedules but will automatically forfeit his final payment. If the client is unable to fulfill his contractual obligations then a 10% interest fee on the balance remaining will be applied for each extra 7 days of non-fulfillment.

1. **Notices.** All notices under this agreement must be sent by either email with return confirmation of receipt, or certified or registered snail mail with return receipt requested.

|  |  |
| --- | --- |
| **Name** | **Email / Phone** |
| **Developer** |  |
| **Client** |  |

1. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party Will be entitled to its legal fees, including, but not limited to its attorneys’ fees.

1. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding in Uganda based on Article 7 of the 2010 Ugandan laws. The Parties each represent that they have the authority to enter into this Agreement.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

# “CLIENT”

Signed:

By:

Date (DD/MM/YY): \_

# “CLIENT WITNESS”

Signed:

By:

Date (DD/MM/YY): \_

# “DEVELOPER”

Signed:

By:

Date : \_

# “DEVELOPER WITNESS”

Signed:

By:

Date (DD/MM/YY): \_

# ADDENDUM 1

## The Website would be divided into 5 distinct sets of functionality

* Online TV Services
* Translation Services
* Tours And Travels Services
* Investor Matching Services
* Blogging Services

**More specifically each Service and its main functionalities are listed below**

\* = Feature pending confirmation

## Online TV Services

* Admin Users Should be able to go the site and Upload a stream of Shows And Adverts which are to play by the TV on repeat
* Any person on the Internet would be able to go the site to see these shows and any adverts
* The site should automatically send any published content to social media sites like YouTube Facebook Instagram on the English side and Yoku Snapchat sina weiba etc on the Chinese end.
* Tv shows can be recorded and played at the convenience of the viewer
* People can subscribe to favorite programs and receive notifications and reminders when the programs start
* Subscribers will pay a monthly fee to get content first hand **Translation Services**
* Chinese and English Translators should be able to go the site, sign up, have an account created for them and once they sign in they are able to create a profile indicating the types of translation they do
* Any User on the internet is able to go to the site and input whatever translation services they need. The site should then auto-match them to the different translators available and the prices for each.
* They should be able to submit content for translation to the chosen translator.
* They should be able to schedule an appointment for a live session with the translator
* They should be able to complete payment for the services on the site

## Investor Matching Services

* People in Uganda and Ghana (These are just example countries) seeking Investments in any projects or ideas should be able to go the site, sign up, have an account created for them and once they sign in they create their profile including details about their projects for which they seek investment
* Chinese Investors are able to the site and input whatever fields they want to invest in and the site should auto-match them with the projects in that field.
* They should be able to schedule an appointment for a live session with Project owner and investor
* They should be able to complete payment for the services on the site

## Tours and Travel Services

* Tours And Travel Companies in Uganda and Ghana should be able to go the site, sign up, have an account created for them and once they sign in they create their profile including details about their services like destinations, cost, package details, etc
* Any Person looking for tours and travel services on the internet is able to go the site and input search criteria like destination and the site should then auto-match them with the relevant tours and travels operators.

\* They should be able to complete payment for the services on the site

## Blogging Services

* Admin Users should be able to create content to be displayed on the Site
* Any User on the Internet is able to the site and see this content
* The site should automatically send any published content to social media sites like YouTube Facebook Instagram on the English side and Yoku Snapchat sina weiba etc on the Chinese end.

## General Features that cut across all

* The site content should be available in both English and Chinese. A user should be able to choose which version of the site they want to use.
* Texting of messages between users should support auto-translation. e.g A Chinese user should be able to text in Chinese to an English user. The English user will receive the text in English and can respond in English. The Chinese user sees the response in Chinese
* Adverts and announcements on the site within each module delivered. The pop-up ads should not be annoying but innovative
* Adverts will be from google Facebook YouTube yoku etc

**Projected Number of Users** - A million users of the site. The site should be able to handle that number of users

**Deliverables** - A website along with the artifacts with all the above functionality