

# COMPUTER PROGRAMMING AGREEMENT (Simplified Version)

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**COMPUTER PROGRAMMING AGREEMENT** entered into between ..... (*name of individual or corporate name*), hereinafter the “**CLIENT**” and ..... (*name of individual or corporate name*), hereinafter the “**SUPPLIER**,” hereinafter collectively the “**PARTIES**.”

## **0.00 INTERPRETATION**

### **0.01 Definitions**

Unless otherwise indicated, capitalized words and expressions appearing in the Agreement or in any ancillary documentation shall be interpreted or construed as follows:

#### **0.01.01 Agreement**

means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendment made thereto from time to time by the PARTIES in compliance with Section **Error! Reference source not found.**

#### **0.01.02 Site**

means the location at ..... (*precise address where IT systems that are the subject of this agreement are located*);

#### **0.01.03 Services**

means, as the case may be, individually or collectively, the list of IT support services described in Schedule **Error! Reference source not found.** attached hereto and includes, if applicable, any other ancillary services that may be required for the performance of said services.

### **0.02 Jurisdiction**

The Agreement shall be interpreted, construed and performed in accordance with the applicable laws of the Province of ..... (*name of province*) and of Canada.

## **1.00 OBJET**

Subject to the terms of the Agreement, the CLIENT hereby contracts the services of ..... on a non-exclusive basis, to perform the Services and the latter, by accepting the payment described herein, shall execute said Services in compliance with Schedule **Error! Reference source not found.** attached hereto and shall comply with the terms of the Agreement.

## **2.00 CONSIDERATION**

### **2.01 Fees**

As consideration for the performance of the Services, the CLIENT agrees to pay to the SUPPLIER the following fees:

..... (describe fees to be paid).

## **2.02 Currency and Taxes**

All amounts referred to in the Agreement are in Canadian dollars. Unless otherwise indicated in the text, the amounts stated in the Agreement do not include the goods and services tax (GST) and the ..... (identify the applicable provincial sales tax) or any other tax which may be levied on such amounts by public authorities during the term of the Agreement.

## **3.00 TERMS OF PAYMENT**

The CLIENT shall receive a monthly invoice for the amounts payable under Part **Error! Reference source not found.** herein and shall pay the SUPPLIER the amount invoiced within THIRTY (30) days of receiving said invoice.

## **4.00 SECURITY**

The PARTIES confirm that no security of any kind is required under this Agreement.

## **5.00 MUTUAL REPRESENTATIONS AND WARRANTIES**

Each PARTY represents that it has authority to enter into the Agreement, and there are no contractual or legal restrictions prohibiting it from performing all of its duties and obligations thereunder and that the Agreement represents a legal, valid and binding agreement that may be subject to compulsory enforcement.

## **6.00 REPRESENTATIONS AND WARRANTIES OF CLIENT**

The CLIENT represents that it has provided the SUPPLIER with all necessary information to accurately determine the payment required to perform the Services.

## **7.00 REPRESENTATIONS AND WARRANTIES OF SUPPLIER**

The SUPPLIER represents that it has the required expertise, skills, resources, and permits to perform the Services in accordance with common trade practices and applicable laws.

## **8.00 MUTUAL DUTIES AND OBLIGATIONS**

### **8.01 Protection of Confidential Information**

The SUPPLIER undertakes towards the CLIENT to protect the confidentiality of any information to which it may have access while performing the Work. Any unauthorized disclosure may cause serious harm to the CLIENT and as such, the SUPPLIER undertakes to protect the confidentiality of such information.