

SOFTWARE DEVELOPEMENT AGREEMENT

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SOFTWARE DEVELOPEMENT AGREEMENT

SOFTWARE DEVELOPEMENT AGREEMENT entered into in the City of, Province of (insert name of province), Canada.

BETWEEN: V1 (name of individual), (occupation), domiciled and residing at (insert civic number and street name), in the City of (insert name of city), Province of (insert name of province), (postal code);

OR

V2 (corporate or business name), a legal person duly incorporated pursuant to the Act (name of statute under which the corporation was incorporated), having its principal place of business at (insert civic number and street name), in the City of (insert name of city), Province of (insert name of province), (postal code);

OR

V3 (corporate or business name), a legal person duly incorporated pursuant to the Act (name of statute under which the corporation was incorporated), having its head or registered office at (insert civic number and street name), in the City of (insert name of city), Province of (insert name of province), (postal code), represented by (name of representative), its (title of representative), duly authorized for the purposes hereof;

OR

V4 (corporate or business name), a legal person, duly incorporated pursuant to the Act (name of statute under which the corporation was incorporated), having its head or registered office at (insert civic number and street name), in the City of (insert name of city), Province of (insert name of province), (postal code), and duly registered under number (.....) in accordance with (insert name of statute pursuant to which the entity is registered), represented by (name of representative), its (title of representative), duly authorized for the purposes hereof as he/she so declares [or as indicated in the resolution of the [sole director or board of directors]];

HEREINAFTER REFERRED TO AS "CLIENT";

AND: (identification of the supplier);

HEREINAFTER REFERRED TO AS "SUPPLIER";

CLIENT	SUPPLIER

SOFTWARE DEVELOPEMENT AGREEMENT

HEREINAFTER COLLECTIVELY REFERRED TO AS THE "PARTIES".

RECITALS

THE PARTIES MAKE THE FOLLOWING REPRESENTATIONS:

- (A) CLIENT is engaged in the business of (*identification of business activities*);
- (B) SUPPLIER is engaged in the business of computing analysis, programming and training related to the computing system;
- (C) CLIENT wishes to develop, to fulfil its needs, application software able to (*description of the desired application*);
- (D) CLIENT wishes to entrust the development of such software to SUPPLIER;
- (E) The PARTIES wish to set out in writing the terms of their agreement regarding such purpose;
- (F) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

0.00

INTERPRETATION

0.01

Definitions

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

0.01.01 Activities

means (*identify business sector*) of (*identify subject person*) and includes any other activity related thereto and any new area of activity in which the (*subject person*) may carry on business from time to time during the term of the Agreement;

CLIENT	SUPPLIER