



# Contractor Proposal

Prepared for



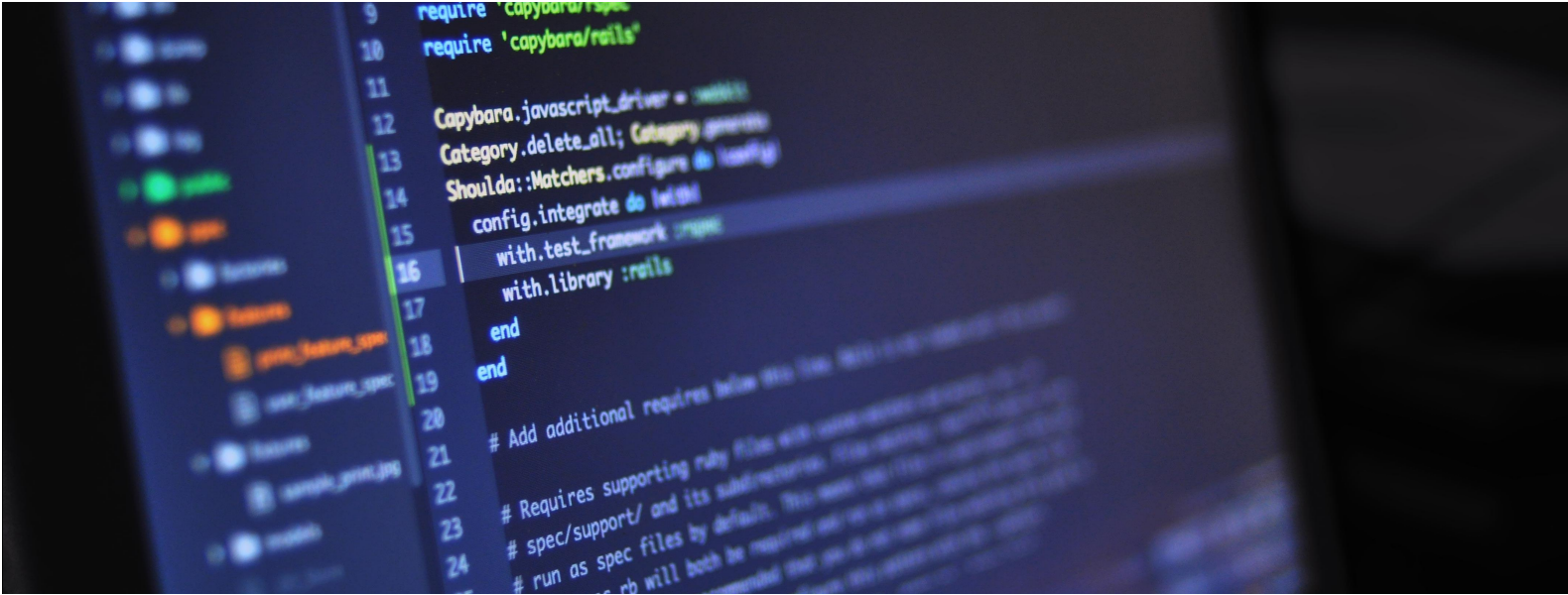
## About Us

ACME Information Technologies Company is a creative media and web development company specializing in providing web development, digital media design, and marketing. We have a pool of talents specializing in design and web development, as well as highly skilled developers specializing in PHP, C++, C#, Python, Java, among others.

Formed in 1998 by 5 friends, they started accepting small projects of website development from small companies, business joints, and individuals as a sideline for income during college. Projects poured in further and they decided to register the business as a corporation. From a 5-member company, we have now 512 persons at our employ and have locations in 5 countries namely the US, Germany, Singapore, Korea, and India.

## These Brands Believe Our Work





## Scope of Work

The company will develop an intranet service integrated with an online calendar that is independent of cloud-dependent calendar services. The intranet portal shall have the following features:

1. Chat support
2. Change requests feature
3. Emailer
4. Meeting and Venue Scheduler
5. Minutes Recorder (Audio and Written)

This portal's design shall center around the client's preferred color and design concept or its own company color and concept.

## Objectives

A team of two web developers, one web designer, and two graphic designers will craft the following:

1. A web portal intranet service as specified under the scope of work
2. Three design concepts for the UI of the website
3. five digital designs for social media pubmats.

What the Client will provide:

1. high-quality digital images/photos that shall be used for the pubmats.



## Timeline

This project shall be developed in a period of \_\_\_\_\_ months

Phase	Date	Date	Description



# Terms and Conditions

## 1. The Parties

This Contractor Proposal is specially prepared for \_\_\_\_\_ (the "**Client**" hereinafter) by ABC Information Technology Company (the "**Company**" hereinafter).

If the Proposal is approved, it will be accepted as an Contractor Agreement (the "**Agreement**" hereinafter) between the parties and the terms and conditions set out below will be binding between the Client and the Company.

## 2. Term

This Agreement shall be effective upon the approval of this Proposal by the Client and upon signing by both parties hereto.

The services indicated above shall start on \_\_\_\_\_ and the Agreement shall expire with the completion of the services to be provided. As stated above, it is estimated that the project shall be developed in the period of \_\_\_\_\_.

If the services to be provided within the scope of the project cannot be completed within this period, the Contractor informs the Client about the reasons and completes the project as soon as possible.

## 3. Payment Method and Principles

The total amount for the services to be provided to the Client is \_\_\_\_\_. In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the following rates;

Phase	Rate
Down Payment	%
	%
	%
	%

Client shall pay within \_\_\_\_\_ days after the Contractor submits an invoice to the Client. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

If the Client does not make the payment on time, the Contractor may suspend providing the service. If payment is not made within \_\_\_\_\_ days of suspension of the service, the Contractor may terminate the contract without compensation.

#### **4. Right and Obligations of the Parties**

- The Contractor assures that the services offered shall be in excellent and first-rate. quality and do not violate the rights of third parties, especially intellectual property rights.
- The Client shall notify the Company of special situations that may require specific action plans such as cyber attack, failures on servers etc.
- Prior to performing Services, Contractor will provide summary documentation of its cyber security program, including the standards, practices, training programs, and development environment used to create or modify Deliverables. If applicable, Contractor will document how it addresses and prevents introduction of malicious code during development and delivery of software included with Deliverables. If applicable, the Contractor will document how the most critical application security weaknesses are being addressed.
- The Contractor shall ensure that its systems, policies and procedures should comply with the applicable law and regulations regarding information security and the cloud security requirements. The Contractor must, where appropriate, review and update systems, policies and procedures regularly to ensure continued compliance with these law and regulations.
- Within the duration of the Project, the maintenance of the systems are made monthly by the Contractor. This service will not continue after the completion of the project. The parties may agree on the continuation of this service for a fee.

## 5. Intellectual Property Rights

The website and its related software are the intellectual property of and are owned by Client. The structure, organization, and code of the website and its related software contain valuable trade secrets and confidential information of the Client. Except as expressly stated herein, this Agreement does not grant the Contractor any intellectual property rights whatsoever in the website and its related software and all rights are reserved by the Client. Any form, database, or software that is altered, conceived, made, or developed in whole or in part by the Client (including any developed jointly with the Contractor) during or as a result of the relationship with the Parties shall become and remain the sole and exclusive property of the Client.

## 6. Confidentiality

The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the proposal period and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that:

(a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure);

(b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or

(c) is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section.

Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

## 7. Termination of the Agreement

As stated in Article 3 of this Agreement, if the Client does not make the payment on time, the Contractor may suspend providing the service. If payment is not made within \_\_\_\_\_ days of suspension of the service, the Contractor may terminate the contract without compensation.

Parties may terminate this Agreement with a mutual written agreement at any time.

## 8. Force Majeure

Neither Party shall be held liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the non-performing Party, including fires, floods, earthquakes, embargoes, shortages, epidemics, quarantines, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority.

## 9. Independent Contractors

The Parties to these Terms and Conditions are independent contractors. Neither Party is an agent, representative or related entity of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. These Terms and Conditions shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

## 10. Modifications

This document can only be changed or modified by the Contractor as a Proposal. A new proposal will be made if the Client wishes to change the content of the document.

After the approval of the Client, this document will be considered as an agreement thereafter and the terms and conditions shall only be modified or changed by the written mutual consent of the Parties.

## 11. Severability

In case any provision of this Agreement (or of the Proposal) shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall, to the extent permitted by law, not in any way be affected or impaired thereby.

## 11. Governing Law

This Agreement shall be governed and construed under the laws of the State of \_\_\_\_\_ in the \_\_\_\_\_.

### The Contractor

### The Client

As of the date of \_\_\_\_\_, this proposal is approved and it is accepted and undertaken that the above terms and conditions have become binding.



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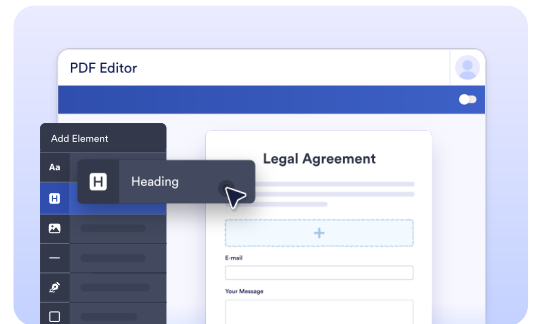
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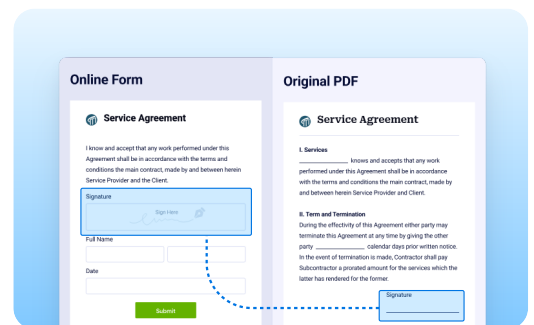
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