

IN-SGApsv02

## **Service contract agreement**

### **Service contract agreement**

**Between**

**The Company:**        [\[Name\]](#)

**and**

**The Contractor:**    [\[Name\]](#)

**Date:**                [\[date\]](#)

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This agreement is dated: [date]

It is made between: [Company name]

of [Address] ("The Company")

And [Contractor's name]

of [Address] ("The Contractor")

## 1. DEFINITIONS

### 1.1. Confidential Information:

1.1.1 This term shall mean: (a) information regarding a party's, or such party's corporate affiliates', financial condition, information systems (including software, system and user passwords, designs, drawings, specifications, processes, and procedures), business operations, plans and strategies, products or services, customers, and marketing and distribution plans, methods, and techniques; (b) information that is marked "confidential", "proprietary" or in like words, or

; ( ) ; ( )  
) , , ,

1.1.2 Information is not subject to the confidentiality provisions of this Agreement if it: (a) is or becomes generally available to the public other than as a result of disclosure by the recipient; (b) was available to or already known by the recipient on a non-confidential basis prior to its disclosure by the other party; (c) is developed by the recipient independently of any information acquired from the other party; (d) becomes available to the recipient on a non-confidential basis from

,

; ( )

1.2. Designated Individual: An employee, agent, or independent contractor

2.4

1.3. Services: Analysis, programming, coding, and related procedures,

1.4. Statement of Work (SOW): A Document prepared by Company which references this Agreement and specifies the scope of work to be performed by Company and the

3.8

1.5. Purchase Order: A document prepared by Company formally requesting services to be performed by Contractor. Purchase Orders shall describe the Services

## 2. Summary of agreement

2.1. That the [name of Company] is  
, 1956  
};

2.2. The Company wishes to purchase  
;

2.3. Now therefore, in consideration of the mutual  
;

### 3. Rights and duties of Company

3.1. Company hereby engages Contractor to perform

;

3.2. Company shall make such

3.3. In the event of a conflict between the provisions of

:

3.3.1 the instant agreement;

3.3.2 the SOW; and

3.3.3 the Purchase Order.

3.4. Services shall be provided at Company's ( ),

;

3.5. Company will provide all Designated Individuals safe and adequate working space and facilities, , ,

3.6. Company shall have the right to interview, test, , ( , )

3.7. Company shall have the right to request replacement Consultant(s) from Contractor if the performance of the assigned . [" ( )"]

( 15 )

3.8. Any such replacement

3.9. At the time of requesting contracting services from the Contractor, along with the technical specification in Purchase Order referencing the applicable SOW, it is expected that ‘

#### **4. Rights and duties of contractor:**

4.1. Contractor will, and shall ensure that all Designated Individuals will, at all times during the term of

4.2. Contractor shall devote sufficient time and effort and

4.3. Company agrees not to extend any employment

4.4. If any employee of the Contractor terminates an employment with

4.5. This clause continues to remain 36

4.6. This Section shall

4.7. At such times as set forth in the

4.8. Any such report may include documentation

4.9. At all times during the term of this Agreement, Contractor shall maintain

(\$ 1 , 000 , 000 );

4.10. Each Designated Individual who

;

4.11. Amendments to SOWs

:

4.11.1 After receipt of such request, Contractor will promptly

4.11.2 If the change is acceptable to both parties, the

4.11.3 If the parties do not agree

## 5. Accounting/compensation

5.1. In consideration for Services provided hereunder,

;

5.2. Company may agree in a SOW and Purchase Order to reimburse

,

;

5.2.1 Unless otherwise specified in the relevant

,

;

5.2.2 Contractor shall provide

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5.3. Each month, Contractor shall provide to Company a written accounting statement

,

;

5.4. The accounting statement

:

5.4.1 daily time-sheets,

5.4.2 any and all

5.5. Within thirty-(30)-days after Company's receipt

## 6. Non-disclosure

6.1. Each party will hold the other party's Confidential Information in confidence and will

;

6.2. The party receiving Confidential Information will not, directly or indirectly, report, publish, distribute, disclose, or otherwise

6.3. Disclosure of Confidential Information will be limited to those officers, directors, employees, and agents

6.4. If either party attempts to use or disclose any of the Confidential Information contrary

6.5. Promptly after the termination of this Agreement, or during the term of this Agreement, after receipt of



6.6. Contractor shall direct each Designated Individual that is to

6.7. The Designated Individual shall not be bound by any provisions of the standard Non-

6.8. The provisions of

6.9. All rights and remedies of the parties hereunder

## 7. Ownership of works

7.1. Any and all products, inventions, ideas, or original works of authorship (including, but not limited to any software, middleware or code) in

(“ ”),

7.2. All such Work Product shall be deemed to “ ”,

7.3. If and to the extent that such Work Product is determined not to constitute “ ”,

7.4. Contractor shall promptly execute assignments of copyright, and any other instruments



9.1.4

9.2.

9.3.

## 10. Termination of agreement

10.1.

10.2.

10.3.

( 30 )

( 15 )

## 11. Rights after termination

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## 12. Waiver

12.1.

12.2.

12.3.

12.4.

## 13. Miscellaneous

13.1.

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If to Company:

If to Contractor:

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13.18. Limitation of liability

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13.18.1

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13.18.2

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13.19. Dispute Resolution

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13.19.1

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13.19.4

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### 13.20. Severability

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### 13.21. Survival

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\_\_\_\_\_, 2006 .

Company

Contractor

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## Explanatory notes:

### Service contract agreement

## General notes:

1. This agreement is drawn in general terms without

;

2. The agreement mostly addresses the needs

,

;

3. Kindly take appropriate care or

;

4. The agreement provides for the

/

;

5. Kindly ensure that the execution

;

## End of notes