

LETTER OF AGREEMENT

This agreement made this 25 day of March, 2013

between

ORGANIZATION NAME.

(herein after called “name of organization” and the “Client”)
and

CONTRACTED SERVICE PROVIDER NAME

(herein after called “Service Provider”)

This letter will confirm the terms and conditions of “NAME OF ORGANIZATION” agreement with
“SERVICE PROVIDER NAME”
to provide services to **TITLE OR DESCRIPTION OF PROJECT**
(herein referred to as the “Project”.)

A. Roles and Responsibilities

1. The Service Provider is to undertake research to (IDENTIFY THE SERVICE TO BE PROVIDED).
2. The Service Provide is to complete and provide (IDENTIFY EXPECTATIONS OF WHAT IS TO BE COMPLETED AND PROVIDED).

B. Description of Services

1. The Service Provider will work with the Client to (IDENTIFY THE PROJECT IN MORE DETAIL).
2. The Service Provider will ensure that the (SET PARAMETERS AND SPECIFICATIONS).
3. The Service Provider will implement the (IDENTIFY ANY ACTIONS THAT MUST TAKE PLACE).
4. The Service Provider will recommend the (IDENTIFY THE DETAIL OF RESULTS).
5. During the process the Service Provider will meet regularly (in person or by phone, as agreed to by both parties) to report on progress.
6. The Service Provider agrees to be responsive to (THE ORGANIZATON) for 30 days after the delivery, should any be required.
7. A supplementary agreement will be developed to cover any enhanced developmental work and maintenance solutions.

C. Payment

The maximum value of the contract is \$(COST AGREED UPON), plus GST, with an initial payment of \$(COST AGREED UPON) upon signing.

D. Duration

The project will commence on (MM/DD/YYYY) through to completion by (MM/DD/YYYY) .

E. Confidentiality, Copyright and Ownership

All information provided and generated within this project is confidential and is the property of (THE ORGANIZATION) (THE ORGANIZATION) is assigned the rights of design, content set-up, and required database functionalities as they pertain to the organization.

F. Assignment

The Service Provider will not voluntarily or by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of the Agreement without the prior written consent of the Client.

G. Independent Contractor

It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing services. The Service Provider and the Client acknowledge that this agreement does not create a partnership or joint venture between them.

H. Modification of Agreement

Any amendment or modification of the agreement or additional obligations assumed by either party in connection with the agreement will only be binding if evidenced in writing signed by an authorized representative of each party.

I. Termination

Either party shall be entitled to terminate this contract at any time for cause including, without limitation, failure to meet the responsibilities outlined in the contract.

On termination or postponement of this project, any part of it, for any reason, (THE ORGANIZATION) shall pay the Service Provider for the work completed to date, together with all expenses incurred, which had been previously approved by the Client. Any advance of fees will be credited against the amount due, and any extra advance dollars not expended will be returned to the Client.

In the event of termination prior to final completion of the project, (THE ORGANIZATION) will retain the rights to all work completed, approved and paid for at the time of termination, as per Copyright and Ownership rights outlined. In the event that none of the work was approved or paid for by the Client, the Service Provider will retain the rights and copyright of the work.

IN WITNESS WHEREOF the parties agree to the terms and conditions above:

Authorized signing officer for Service Provider

Date

Witness

Date

Authorized signing officer for SaskCulture Inc.

Date

Witness

Date