

# PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made this day and date written below, by and between

(Publisher) \_\_\_\_\_, hereinafter called "The Publisher", and

(Programmer) \_\_\_\_\_, hereinafter called "The Programmer",

to facilitate the Publisher's purchase of the Programmer's software programming services, hereinafter referred to as "the Services", both parties agreeing as follows:

**1. PROGRAMMER'S SERVICES:** The Programmer, pursuant to the provisions of this agreement, agrees to provide software programming services for the Publisher, as follows:

---

---

---

---

---

---

---

---

---

---

**2. PROGRAMMER'S FEES:** The Publisher shall pay the Programmer for these software programming services in accordance with the following schedule: (Please indicate all that apply)

YES  NO **HOURLY RATE:** The Publisher will pay the Programmer an hourly rate of \$\_\_\_\_\_ ARS per hour for all billable hours submitted to the Publisher by invoice as provided in Paragraph 4 below.

YES  NO **FIXED PRICE:** The Publisher will pay the Programmer a total of \$\_\_\_\_\_ ARS to perform the work described herein, to be paid by Bond as provided in Paragraph 4 below.

YES  NO **OTHER:** \_\_\_\_\_

---

---

---

**3. EXPENSES:** The Programmer will provide all ordinary and personal items as may be necessary or appropriate to providing The Services. The Publisher will not be responsible for payment or reimbursement of any fees or expenses of the Programmer, except for those fees and expense items specifically authorized or otherwise set forth in this agreement. The Publisher will reimburse the Programmer for all reasonable expenses incurred which are incidental to the services performed hereunder and which have been agreed upon in advance by both parties.

**4. BILLING & PAYMENT:** The Programmer shall submit periodic invoices to the Publisher detailing the hours worked and the work performed. All invoices must specify the invoice total and period covered. Expenses must be itemized and substantiated by the attachment of receipts for all expense items. The Publisher shall pay the Programmer within 7 days for any invoice submitted by the Programmer.

**5. INDEPENDENT CONTRACTOR:** The Programmer warrants that he/she is an independent professional contractor providing services to the general public, and that the Programmer will not in any event be construed as or hold himself to be an employee of the Publisher. It is further agreed that at no time will the Programmer or the work efforts of the Programmer be under the supervision or control of the Publisher, although the Programmer agrees to comply with all reasonable requests and regulations applicable to any other business contractor utilized by the Publisher. It is also agreed that the Programmer, as an independent contractor, is not restricted to working exclusively for the Publisher during the term of the agreement.

**6. OWNERSHIP of WORK:** The Programmer expressly acknowledges that the services provided and the materials created by the Programmer hereunder are being specially ordered and commissioned by the Publisher. All works performed hereunder shall be considered to be made-for-hire under the United States Copyright Act and, at all stages of development, shall be and remain the sole and exclusive property of the Publisher. The Publisher shall be the sole and exclusive owner and copyright holder of all rights and title in and to the results and proceeds of Programmer's services hereunder in whatever stage of completion.

If for any reason the Programmer's work hereunder is determined at any time not to be a "work made for hire", the Programmer hereby irrevocably transfers and assigns to the Publisher all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto. The Programmer further agrees to take all actions and execute and deliver all documents requested by the Publisher in order to evidence the assignment of the Publisher's rights in and to the Work.

**7. PROMOTION:** The Programmer agrees not to write, enter, or insert any personal copyright notices, website addresses, email addresses or other contact information anywhere within the programming code, the graphics, or in any installation routine. The Programmer further agrees that any such copyright notices, website addresses or email addresses in the programming code shall be exclusively as specified by the Publisher. Notwithstanding the above restrictions, the Programmer is permitted to use the overall concept of the work performed for the Publisher in promoting the Programmer's services to other potential clients.

**8. ATTRIBUTION:** The Programmer agrees that the Publisher may make any changes or additions to the Work prepared by the Programmer, which the Publisher in his sole discretion may consider necessary, and may engage others to do any or all of the foregoing, with or without attribution to the Programmer. The Programmer agrees to waive any so-called moral rights in the Work.

**9. ORIGINALITY:** The Programmer represents that, except with respect to material furnished to the Programmer by the Publisher, the Programmer is the sole author of the Work and all of the Programmer's services are not copied in whole or in part from any other work.

**10. INSURANCE & TAXES:** The Programmer is responsible for providing for himself any required Workers Compensation, Disability, Unemployment, Automobile Insurance, and/or any other insurance required by the applicable governments. The Programmer is also responsible for payment of any Local, State and Federal taxes, and any other tax that may arise out of this agreement. The Programmer is not eligible for any benefits Bond may or may not provide for his employees.

**11. CONFIDENTIALITY:** The parties hereto acknowledge that during the course of the Programmer's service to the Publisher pursuant to this agreement, it may become necessary for the Publisher to disclose Proprietary Information to the Programmer. The Programmer fully understands that the maintenance of such information in strict confidence and the confinement of its use to the Publisher is of vital importance to the Publisher. The Programmer agrees that the information and knowledge divulged to the Programmer by the Publisher or which the Programmer acquires in connection with or as a result of the Programmer's services hereunder will be regarded by the Programmer as strictly confidential.

**12. RECORDS:** The Programmer recognizes that all records and copies of records regarding the Publisher's operations, and businesses made or received by the Programmer during the period of this agreement are and will be the exclusive property of the Publisher, and the Programmer will keep the same at all times in the Programmer's custody and control, and will surrender the same to the Publisher immediately upon the request or upon completion of the services described herein.

**13. DURATION:** This agreement is effective on the date entered into and will terminate upon satisfactory completion of the agreed upon services, but no later than six (6) months after the effective date. Either party may terminate this agreement without cause upon thirty (30) days written notification to the other party at the address shown in this agreement. Bond may terminate this agreement immediately upon the Programmer's refusal or inability to perform under this Agreement or the Programmer's breach of this Agreement. Further, this agreement shall be terminated automatically in the event of the Programmer's death. On termination of this agreement, the Publisher's obligation to pay the Programmer, except for services already accrued or incurred, will terminate.

**14. EXTENSION:** This agreement may be extended by mutual agreement of both parties, such extension to be documented in writing, duly signed and dated by both parties.

**15. ASSIGNMENT:** This Agreement may not be assigned, sold or transferred to any other individual, firm or entity without first obtaining the written permission of the other party hereto.

**16. JURISDICTION:** Both parties agree that interpretation and enforcement of this Agreement will be made in accordance with the laws of the United States of America.

**17. ENTIRE AGREEMENT:** This agreement and referenced attachments constitute the entire agreement between the parties hereto and supersedes any prior agreement between the parties.

**AGREED and EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

**AGREED by the PROGRAMMER**

**AGREED by the PUBLISHER**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Identification / DNI

\_\_\_\_\_  
Identification / USA Passport

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, Province, Country

\_\_\_\_\_  
City, Province, Country

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date