

This is the jurisdiction, where the contract is made and whose laws apply.

**THE REPUBLIC OF UGANDA
CONTRACTS ACT, 2010**

This is the law under which the contract is made and can be enforced

THIS AGREEMENT is made this day of Month 2016.

BETWEEN

 The name of party who is being hired/ contracted of The address of the party being contracted "i.e" p.o box
 address of the registered office (Hereinafter referred to as 'the Client') - if one does not have a P.O Box then the physical address
 In the Contract this person is referred to as the "client"

AND

 The name of party who is hiring/ contracting a company incorporated in
 Uganda with its registered offices at
 Address of this party (Hereinafter referred to as 'The
 Company')

We are using "Company" here, however, it may be a Company or a person

WHEREAS

- A. The Client desires What the contract is about. This section talks about what service the client wants to provide
- B. The Company What service the contractor is willing to provide

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Scope of work This section details exactly what work is desired of the contractor
 The Company shall

a) Preliminaries This is useful to help as a guide for how the contractor will be doing its work. If the work is expected to take place in stages, the "preliminaries" points help with stating everything that the contractor is expected to do in order and can also contain when the contractor is

b)

3. Consideration

The total consideration for the contract is **Uganda Shillings**
 Consideration means payment. In order to have a good working relationship it is important that both parties know
 When the money is to be paid; how it is to be paid (whether by bank or cash) and what conditions will need to be met before payment is made.

4. Duration

This agreement/contract shall shall subsist for a period of
 How long the contract is intended to last. This may be retrospective the contract may cover a period even before it was entered into depending on what the parties desire.

5. Termination and Breach

Termination (which means ending a contract) is a necessary part of every contract and the conditions under which a contract may be terminated must be agreed upon. This is so that if any party breaches the contract, this clause guides the other party on how to proceed.

In case of a material breach of this Agreement by the Company where such breach is not remedied within 15 days of notification in writing to the Company, 'the client may terminate this agreement if after the 15 days written notice to the Company no action is taken to correct the breach. Termination of the agreement shall not affect any accrued rights and or liabilities.

In the event of termination of this agreement due to breach by the Company, the latter shall refund any monies
..... In case you have the type of contract where money is paid to perform certain acts, a provision regarding a refund of the money earlier paid and not used may be relevant

6. Severance

If any of the provisions of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law, the remaining provisions shall not in any way be affected or impaired. This is a common provision which works to ensure that the contract remains valid and enforceable even if parts of it are illegal.

7. Force Majeure

Occurrences which can frustrate the contract and create loss on either one or both sides need to be covered in the contract.

A party shall not be liable for any loss arising out of the delay in or prevention of performance of the party's obligations due to an event or force majeure, the adverse effects of which a party could not and cannot reasonably and practicably avoid in the ordinary conduct of the party's business.

an event of force majeure means an event beyond the control of the party (ies) which prevents a party(ies) from complying with any of its obligations under the contract, including but not limited to;

The party whose performance is delayed or prevented shall immediately give notice in writing to the other party.

If a party's performance is delayed by such a cause the party shall be entitled to a reasonable extension for performance.

8. Dispute Resolution You can chose either Mediation or Arbitration

MEDIATION

Either In the event any dispute or difference shall arise between both parties relating to this contract, the parties shall endeavour to mutually settle the dispute, or, failing agreement; then such dispute shall be referred to a mediator to be appointed by the parties. Mediator shall play the role of encouraging the marties to come to terms and reach a settlement. The costs of the mediator shall be shared by the parties.

Disagreements between the parties may arise and yet be possible to solve with the help of a third party. This provision is not only helpful, it is necessary for easy resolution so that both parties know what to do where they disagree. If it comes down to going to Court, the rules of civil procedure still require that the parties first try and resolve the dispute

ARBITRATION

Or In the event of any dispute or difference arising between both parties either during the performance of the contract, relating to this contract, the parties shall endeavour to mutually settle the dispute, or, failing agreement; then such dispute shall be referred to an Arbitrator to be appointed in accordance with the Arbitration and conciliation Act. The Arbitrator shall also have the power to decide to and by whom and in what matter the costs of reference and award or part thereof shall be borne and paid in accordance with the Arbitration and Conciliation Act.

8. Successors and Assignees

This allows the parties to to either pass on their benefits to antoerh person. For example if the contractor company is acquired by another company the new owners will be bound to the agreement. It is the same if the client changes.

This Agreement shall bind and inure to the benefit of the respective successors and assignees to the parties hereto.

IN WITNESS WHEREOF this Agreement has been duly executed by or on behalf of the Parties hereto on the date, month and year first before written.

SIGNED by

Signature
.....
Name of the client

In the case of a company, the signature must be of a person who is authorised by the company to sign on its behalf.

SIGNED for and on Behalf of

Signature
.....
MANAGING DIRECTOR
Name

Signature
.....
DIRECTOR/ SECRETARY
Name

In the Presence of Witness

Name:

Signature:

Designation: Profession of the witness

IT is important to have a witness for all your contracts because this witness can be called upon in case one party claims he or she did not sign the contract or understand it. Having a lawyer as your witness is advised so that the lawyer reads the contract and explains it to both parties.