

LETTER OF INTENT FOR SOFTWARE DEVELOPMENT

_____[Client Representative's Name]
_____[Client Representative's Title]
_____[Client's Name]
_____[Client's Address]
_____[City, State, Zip Code]
_____[Phone or Email]

_____, 20____

_____[Recipient Representative's Name]
_____[Recipient Representative's Title]
_____[Recipient's Name]
_____[Recipient's Address]
_____[City, State, Zip Code]
_____[Phone or Email]

Dear _____ [Recipient/Recipient Representative's Name]

I am pleased to confirm our intent to engage your services for the development of a _____ [Specific type of software or project] (the "Project") for _____ [Client's Name] (the "Client"). The purpose of this letter is to outline our mutual understanding regarding the potential development of the Project and to serve as the basis for further negotiation and a final agreement.

1. Scope of Work: You will provide _____

[Describe the nature of services or project deliverables, e.g., design, development, testing, and deployment of software applications].

2. Timeline. The development of the Project is expected to commence on _____, 20____ and be completed by _____, 20____. A detailed timeline with milestones will be provided in the final agreement.

3. Payment Terms: The estimated cost for the development of the Project is _____ [Estimated amount in dollars]. Payment terms, including any deposits, installment payments, or milestone-based payments, will be detailed in the final agreement.

4. Independent Contractor Status: You acknowledge and agree that you are an independent contractor and not an employee of the Client. As such, you will be responsible for your own taxes, insurance, and benefits.

5. Intellectual Property: Upon completion and full payment, all intellectual property rights, including but



not limited to source code, documentation, and related materials, shall be transferred to _____
[Recipient's Name]. _____ [Client's Name] will retain no ownership or rights to the software,
except as otherwise agreed upon in the final agreement.

6. Confidentiality: Both parties agree to maintain the confidentiality of any proprietary information shared during the course of this Project, in accordance with a mutually agreed upon Non-Disclosure Agreement (NDA).

7. Termination. This letter is non-binding and may be terminated by either party at any time prior to the execution of a formal agreement, with no liability or obligation on either side.

8. Governing Law: This letter shall be governed by and construed in accordance with the laws of the State of _____ [State], without regard to its conflict of law principles.

We propose that both parties commence detailed discussions with the aim of finalizing a definitive agreement by _____, 20____.

Please sign, date, and return a copy of this letter to indicate your acceptance of the preliminary terms outlined for our intended collaboration. If you have any questions or require further clarification, please do not hesitate to contact us.

Sincerely,

_____ [Client Representative's Name]
_____ [Client Representative's Title]
_____ [Client's Name]

Signature: _____

Date: _____, 20____

(If applicable):

Signed and acknowledged by:

_____ [Recipient's Name]

Signature: _____

Date: _____, 20____

