

S

A

M

FREELANCE AGREEMENT

P

L

E

**THIS AGREEMENT** is made the  
**BETWEEN:**

- (1) <<Name of Developer>> of <<Country of Registration>> (the "Developer") and
- (2) <<Name of Client>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>>] OR [of <<insert Address>> ("the Client")]

**WHEREAS:**

- (1) At all material times the Developer has been in the business of providing app development services to businesses as a [licensed] **AND/OR** [registered] developer of Apps for the <<insert platform>> platform].
- (2) At all material times the Client has been in the business of <<insert description>> and wishes to acquire the services of the Developer.
- (3) The Developer hereby agrees to provide the services to the Client subject to the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:

**"App"**

<<insert description>> software platform, e.g. iOS>> software to be developed by the Developer as

**"Business Day"**

any day other than Saturday or Sunday) on which the Client's premises are open for their full range of services at <<insert location>>;

**["Client's Materials"]**

the materials set out in Schedule 2 which the Client provides to the Developer for use in the development of the App;]

**"Confidential Information"**

information of the other Party, information which is disclosed to the other Party by the other Party pursuant to, or in connection with, this Agreement (whether orally or in writing, in any medium, and whether or not the information is stated to be confidential or otherwise);

**"Data Protection Legislation"**

the data protection legislation in force from time to time and which is applicable to data protection and privacy, not limited to, the UK GDPR (the General Data Protection Regulation (EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018 (and regulations made under the Privacy and Electronic Communications Regulations 2003 as amended;

**["Fee"]**

the fee payable to the Developer for the development of the App; Clause 5;]

**[“Initial Fee”]**

**“Intellectual Property Rights”**

**[“Milestone Payment(s)”]**

**“Consultant”**

**“Work”**

**“App”**

1.2 Unless the context of

1.2.1 “writing”, and  
communicat  
similar mean

1.2.2 a statute or  
provision as

1.2.3 “this Agree  
Schedules a

1.2.4 a Schedule i

1.2.5 a Clause or  
(other than  
and

1.2.6 a "Party" or t

1.3 The headings used  
no effect upon the in

1.4 Words imparting the

1.5 References to any g

payable to the Developer under  
payment of the Milestone

any patents, trade marks, service  
signs, applications (and rights to  
those rights) trade, business and  
internet domain names and e-mail  
and trade marks and service marks,  
rights, know-how, rights in designs

es, consents, orders, statutes or  
a right in paragraph (a);  
or similar effect or nature as or to  
a) and (b) which now or in the

past infringements of any of the

able to the Developer for each of  
set out in sub-Clause 2.4;]

oyed] person [or person employed  
o in any case is nominated and  
by the Developer (either a person  
out in Schedule 1 or any other  
someone with suitable skill and

services carried out under this  
the App; and

or modified by the Developer as

reference in this Agreement to:

ion, includes a reference to any  
onic or facsimile transmission or

e is a reference to that statute or  
at the relevant time;

this Agreement and each of the  
nted at the relevant time;

ement;

ce to a Clause of this Agreement  
agraph of the relevant Schedule;

parties to this Agreement.

r convenience only and shall have  
ement.

clude the plural and vice versa.

other gender.

## 2. Engagement of the Developer

- 2.1 The Client hereby engages the Developer to carry out and complete the development of the App.
- 2.2 [The Client shall provide the Client's Materials to the Developer by <<insert date>> ("the Delivery Date"). If the Client fails to deliver the Client's Materials by the Completion Date and the milestone dates set forth in the Schedule, the Client shall increment by one Business Day for each day that the Client's Materials is delayed.]
- 2.3 The Developer shall complete the App by <<insert date>> ("the Completion Date").
- 2.4 Prior to the Completion Date, the Developer shall [use reasonable endeavours to] comply with the following:
  - 2.4.1 Initial planning and design to be submitted to the Client for discussion and/or approval by <<insert date>>;
  - 2.4.2 Design ideas to be submitted to the Client for selection and/or approval by <<insert date>>;
  - 2.4.3 Development of the App to be submitted to the Client on the following dates: <<insert date>>, <<insert date>>;
  - 2.4.4 Alpha testing to be completed by <<insert date>>;
  - 2.4.5 Beta testing to be completed by <<insert date>>;
  - 2.4.6 The App shall be submitted to the Client for acceptance testing by <<insert date>>;
  - 2.4.7 <<insert additional milestones as required>>.
- 2.5 The Developer acknowledges that the Client has a legitimate commercial interest in the App and that the Client should have the App completed by the Completion Date and that the Client should have the App completed by the Completion Date and that the Client should have the App completed by the Completion Date. Accordingly, in the event that the App is not completed by the Completion Date, a sum of <<insert sum>>] OR [a sum of <<insert sum>>] shall be deducted as liquidated damages from the fee payable to the Developer for each Business Day after the Completion Date without prejudice to the Client's right to claim any further damages for any further delay.
- 2.6 Whether or not the Consultant carries out all or any of the Work, the Developer shall ensure that the App is completed by the Completion Date and the quality of the App shall be performed competently and with due care.
- 2.7 The Developer shall be responsible for the rectification of any unsatisfactory work at his own expense.

## 3. Nature of Engagement

- 3.1 The Developer shall be an independent contractor and the Developer's Work shall be completed by the Developer's methods and those of any Consultant(s) engaged by the Developer. The Developer shall at all times be exclusively for the Client's use and control. The Client shall not seek to supervise, direct or control the Developer or any Consultants in the provision of the Work and the Client shall have no right to do so.
- 3.2 Subject to the provisions of this Agreement, the Developer shall at all times be exclusively responsible for the completion of the App and the Developer shall be entitled to organize, where, when and how the App is completed.

S

and how and in what manner the Client's representative of the timing of the work and any other contractual obligations of the Client.

but shall liaise with the Client (or its representative) due account is taken of the impact of the Work upon the activities of the Client and any other third parties also engaged by the Client.

3.3 The engagement under this Agreement shall be mutually non-exclusive that is to say that at any time the Consultant can provide to other clients services which are similar to the Work and the Client can engage other contractors to provide services which are the same as or similar to the Work.

mutually non-exclusive that is to say that at any time the Consultant can provide to other clients services which are the same as or similar to the Work and the Client can engage other contractors to provide services which are the same as or similar to the Work.

3.4 The Developer in his sole discretion may substitute any Consultant for the Consultant chosen to perform the Work or may engage another Consultant chosen by the Developer to perform the Work. The Developer shall avoid or minimise any disruption to the Work before and after any change in engagement of persons carrying out the Work. The Developer shall in any event provide such a substitute if the provision of the Work is unduly delayed by absence of the Consultant (or the Consultant chosen by the Client (or the Developer) where it is otherwise agreed) that a delay is unacceptable or otherwise. The Client shall only be bound to accept any Consultant if in its reasonable opinion the Consultant is not of sufficient skill or experience to lack of skills, or experience.

on one or more occasions may substitute any other Consultant engaged on the Work or may engage another Consultant provided that any Consultant chosen by the Developer shall have the requisite skills and experience to perform the Work and the Developer shall use all reasonable endeavours to ensure that the provision of the Work is not unduly delayed by absence of the Consultant (or the Consultant chosen by the Client (or the Developer) where it is otherwise agreed) that a delay is unacceptable or otherwise. The Client shall only be bound to accept any Consultant if in its reasonable opinion the Consultant is not of sufficient skill or experience to lack of skills, or experience.

3.5 Any act or omission in breach of this Agreement, be deemed a breach of this Agreement.

shall, for the purposes of this Agreement, be deemed a breach of this Agreement.

3.6 Whenever possible the Consultant shall use his own equipment, materials and tools to carry out the Work.

Developer shall use his own equipment, materials and tools to carry out the Work.

3.7 The Developer is not to be responsible for the performance of its obligations under the Agreement. The appointment of the Consultant does not create any mutual obligation between the Client and the Developer to offer or accept any further work or services. No continuing relationship shall be created.

services available except for the services available under the Agreement. The engagement and appointment of the Consultant does not create any mutual obligation between the Client and the Developer to offer or accept any further work or services. No continuing relationship shall be created.

#### 4. Self-Employment Status

4.1 The Developer shall be responsible for the status of a self-employed person for all income tax and national insurance purposes in respect of the consideration payable under this Agreement.

independent contractor and shall have no obligation to provide any services under this Agreement. The Developer shall be responsible for all income tax and national insurance purposes in respect of the consideration payable under this Agreement.

4.2 The Developer hereby warrants that that may be made against the Client in respect of any claims for income tax or national insurance or similar taxes or contributions, including interest and penalties, in connection with the Work (carried out by him or any Consultant) undertaken under this Agreement.

the Client in respect of any claims for income tax or national insurance or similar taxes or contributions, including interest and penalties, in connection with the Work (carried out by him or any Consultant) undertaken under this Agreement.

4.3 The Developer shall be responsible for his expenses and value added tax.

of his expenses and value added tax.

4.4 Nothing in this Agreement shall be construed as creating a partnership, joint venture, agency, or any other relationship between the Client and the Developer.

Nothing in this Agreement shall be construed as creating a partnership, joint venture, agency, or any other relationship between the Parties, or any Consultant and [either] the Client [or the Developer].

A

M

P

L

E

## 5. Fee

- 5.1 [In consideration of the Work and the App itself the Client shall pay to the Developer the [Initial Fee] >> [as set out in the Developer's quotation dated <<insert date>>]

### AND/OR

[In consideration of the Work and the App itself the Client shall make the following Milestone Payments to the Developer:

- 5.1.1 The sum of \$ >> [insert sum] for the fee of the initial planning;  
5.1.2 The sum of \$ >> [insert sum] for the fee of the design ideas;  
5.1.3 The sum of \$ >> [insert sum] for the fee of each development report;  
5.1.4 The sum of \$ >> [insert sum] for the fee of completion of alpha testing;  
5.1.5 The sum of \$ >> [insert sum] for the fee of completion of beta testing;  
5.1.6 The sum of \$ >> [insert sum] for the fee of delivery of the App for acceptance testing;  
5.1.7 The sum of \$ >> [insert sum] for the fee of completion of the Work and delivery of the App;  
5.1.8 <<insert additional fee for any other services required>>]
- 5.2 Payment of the [Initial Fee / Milestone Payment] shall be made only following completion of the [initial planning / of the] Work and shall be made within <<insert period>> of the date of receipt of the Developer's invoice for the same.

Any sums which remain unpaid at the expiry of this period shall incur interest at the rate of >> % per annum above the base lending rate of <<insert rate>> from time to time. Interest shall accrue on a daily basis from the date of payment until the actual date of payment of the overdue sum or after judgment. Any interest due shall be payable in addition to the due sum

- 5.3 All payments made by the Client shall be expressly exclusive of any value added tax charged by the Developer.
- 5.4 No further payment shall be made by the Client over and above the sums payable under Clause 5 and, without limitation, no payment shall be made by the Client to the Developer in respect of any expenses incurred by the Developer in connection with the Work. The Client shall not make any payment to any third party in connection with the Work or the App itself.

## 6. Intellectual Property

- 6.1 Upon receipt in full of the sums due under Clause 5, the Developer shall assign to the Client all Property Rights subsisting in the App and the Developer shall be deemed to have waived any such Property Rights in respect of the App arising out of the Copyright, Designs and Patents Act 1988.
- 6.2 Following the assignment of the Property Rights under Clause 6.1, the Client shall be free to use the App for any purposes in connection with the Work, to the purpose for which the App was originally commissioned.
- 6.3 [The copyright and other Intellectual Property rights subsisting in the App shall remain the property of the Developer.]

S

the Client's Material at all times (subject to the Client may make a warranty under sub operate to bestow u for the right to use t

s remain, the property of the Client y part of the Client's Materials that any time, subject to the Client's Nothing in this Agreement shall ights in the Client's Materials save s envisioned by this Agreement.]

## 7. Developer's Warranties and

## Client's Indemnities

7.1 The Developer, and not named in Sched out the Work

ged by the Developer (whether or uisite skill and experience to carry

7.2 The Developer sha that the App is orig other Intellectual P publicity, or any oth

reasonable endeavours to ensure d shall not infringe any copyright, ights, rights of privacy, rights of ny person.

7.3 The Developer here full period of copyri of the United Kingd Universal Copyright

ht in the App shall, throughout the nd subsisting pursuant to the laws f the Berne Convention and/or the

7.4 [the Developer here developer of apps acquired all the ne test and distribute th

a [licensed] **AND/OR** [registered] m, e.g. iOS>> platform and has d/or licences required to develop, h the Client's requirements.]

7.5 The Developer sha dispose of any rig Materials or the Ap into any agreement under this Agreeme his obligations unde

transfer, encumber or otherwise other rights in or to the Client's s Agreement, and shall not enter ight conflict with the Client's rights n the Developer's performance of

7.6 Subject to the pro proceedings, claim generality of this pr client basis) agains the Client's use, po this Agreement con belonging to a third against the same.

7.8, in the event of any actions, including, without prejudice to the f the Client on a solicitor and own- nds that the Developer's Work or hip of the App in accordance with of any Intellectual Property Rights hall indemnify the Client from and

7.7 Subject to the pro proceedings, claim generality of this pr own-client basis) a use or possession o Work in accordanc Intellectual Propert indemnify the Deve

7.8, in the event of any actions, including, without prejudice to the f the Developer on a solicitor and the grounds that the Developer's or the purposes of carrying out the onstitutes the infringement of any a third party, the Client shall e same.

7.8 The indemnities se indemnified Party:

6 and 7.7 shall apply only if the

7.8.1 notifies the aware of any

mediately in writing upon becoming g, claim, demand or costs;

7.8.2 makes no a Party's prior

ements without the indemnifying

A

M

P

L

E

- 7.8.3 makes all requests to the indemnifying Party upon request;
- 7.8.4 provides all relevant information to the indemnifying Party upon request; and
- 7.8.5 allows the indemnifying Party to have complete control over any relevant litigation and costs.

## 8. Client's Warranties

- 8.1 The Client shall use the Client's Materials in a reasonable endeavours to ensure that the Developer is original to the Client and shall not infringe any Intellectual Property Rights, moral rights, or any other rights whatsoever of any person.
- 8.2 The Client hereby warrants that all rights in the Client's Materials shall, throughout the full term of the Agreement, be valid and subsisting and enforceable [and the provisions of the Berne Convention and/or the Paris Convention].
- 8.3 The Client [shall acquire] any and all necessary permissions to [sell and] distribute the App [to consumers] on the <<insert platform, e.g. iOS>> platform.
- 8.4 The Client shall not assign, transfer, encumber or otherwise dispose of any rights of copyright in or to the Client's Materials or App except pursuant to the terms of this Agreement.
- 8.5 The Client shall not enter into any agreement or arrangement which might conflict with the Developer's obligations under this Agreement or might interfere with the Developer's obligations under this Agreement.

## 9. Liability

- 9.1 This Clause 9 sets out the liability of the Parties to each other for any breach of the Agreement and App, any use of the Work and App; and any representation, statement or omission (including, but not limited to, negligence and breach of statutory duty) arising out of or in connection with this Agreement.
- 9.2 Subject to sub-Clause 9.3, the Developer shall be liable to the other, whether in contract, tort (including negligence), or for breach of statutory duty, for any loss of goodwill, loss of business opportunity, loss of profits, or any special, indirect or consequential damage suffered by the other Party that arises out of or in connection with this Agreement.
- 9.3 Nothing in this Agreement shall limit the liability of either Party to the other for fraud or fraudulent misrepresentation, death or personal injury, or for deliberate or wilful misconduct, or for breach of statutory duty.
- 9.4 Nothing in this Agreement shall limit the liability of either Party under or in respect of the provisions of Clause 7.
- 9.5 Without prejudice to the provisions of Clause 7, or to sub-Clauses 9.2 or 9.3, the total liability of either Party arising out of or in connection with this Agreement (whether including negligence), restitution, for breach of statutory duty or otherwise) shall be limited to the amount of the fee payable by the Client to the Developer under the Agreement.



100% of the [Fee] C  
Client under this A  
greater.

Payments] paid or payable by the  
of £ <<insert sum>> whichever is

## 10. Confidentiality

10.1 Both Parties under  
authorised in writin  
continuance of this

provided by sub-Clause 10.2 or as  
they shall at all times during the  
[insert period>>] after its termination:

10.1.1 keep confide

information;

10.1.2 not disclose

tion to any other party;

10.1.3 not use any  
contemplate

n for any purpose other than as

10.1.4 not make an  
any Confide

ny way or part with possession of

10.1.5 ensure that  
Consultant(s)  
Party, would

its directors, officers, employees,  
does any act which, if done by that  
visions of this Clause 10.

10.2 Subject to sub-Cl  
Information to:

may disclose any Confidential

10.2.1 any Consulta

10.2.2 any of their s

es, or suppliers;

10.2.3 any governm

or regulatory body; or

10.2.4 any of their  
sub-Clauses

or those of any party described in  
3;

10.3 Disclosure under s  
necessary for the p  
law. In each case  
Confidential Inform  
described in sub-Cl  
a body, the disclos  
written undertaking  
confidential and to  
made.

made only to the extent that is  
this Agreement, or as required by  
st first inform the recipient that the  
Unless the recipient is a body  
orised employee or officer of such  
and submit to the other Party a  
keep the Confidential Information  
poses for which the disclosure is

10.4 Either Party may us  
it to any other party  
knowledge through

information for any purpose, or disclose  
Information is or becomes public

10.5 When using or disc  
disclosing Party m  
Confidential Informa

information under sub-Clause 10.4, the  
s not disclose any part of that  
knowledge.

10.6 The provisions of t  
their terms, notwiths

continue in force in accordance with  
of this Agreement for any reason.

## 11. Termination

11.1 Either Party may t  
without giving any r

t at any time without notice and  
on.

11.2 Without prejudice t  
terminate, notwiths  
have, in the followin

Clause 11.1, this Agreement shall  
s and remedies the Parties may

S

11.2.1 either Party  
Agreement  
within <<ins  
Party; or

the terms and obligations of this  
able of remedy, is not remedied  
notice of such failure from the other

11.2.2 either Party  
compulsory  
reconstructio  
whole or any

or liquidation – either voluntary or  
poses of bona fide corporate  
if a receiver is appointed over the  
ts.

11.3 The termination of  
which have already

without prejudice to any rights  
Parties under this Agreement.

## 12. [Data Protection]

The Developer will only  
Developer's <<insert docu  
location(s)>>.]

al information as set out in the  
Notice>> available from <<insert

## 13. [Data Processing]

13.1 In this Clause 13 a  
controller", "data p  
meaning defined in

personal data", "data subject", "data  
al data breach" shall have the  
R.

13.2 [All personal data t  
subject to this Agree  
a Data Processing  
personal data is pro

Developer on behalf of the Client,  
ed in accordance with the terms of  
the Parties shall enter before any

OR

13.2 [Both Parties shall  
out in the Data Pro  
provisions of this A  
out in the Data Pro  
those obligations.

the data protection requirements set  
ther this Clause 13 nor any other  
either Party of any obligations set  
shall not remove or replace any of

13.3 For the purposes of  
this Agreement, the  
"Data Controller".

islation and for this Clause 13 and  
a Processor" and the Client is the

13.4 The type(s) of p  
processing, and the  
to this Agreement.

pe, nature and purpose of the  
ing shall be set out in Schedule 3

13.5 The Data Controlle  
and notices require  
Processor for the p

s in place all necessary consents  
nsfer of personal data to the Data  
chedule 3 to this Agreement.

13.6 The Data Processo  
relation to its perfor

ay personal data processed by it in  
ations under this Agreement:

13.6.1 Process the  
Controller u  
such person  
the Data Co  
by law;

he written instructions of the Data  
r is otherwise required to process  
ta Processor shall promptly notify  
ng unless prohibited from doing so

13.6.2 Ensure tha  
measures (a  
data from

ble technical and organisational  
(Controller) to protect the personal  
ful processing, accidental loss,

A

M

P

L

E

damage or  
potential ha  
current stat  
those meas  
Data Contro  
the Agreeme

ures shall be proportionate to the events, taking into account the gy and the cost of implementing ken shall be agreed between the ssor and set out in Schedule 3 to

13.6.3 Ensure that  
for processing  
that persona

Access to the personal data (whether or not) are contractually obliged to keep

13.6.4 Not transfer  
written con  
conditions a

side of the UK without the prior  
controller and only if the following

### 13.6.4.1

r and/or the Data Processor  
itable safeguards for the transfer

### 13.6.4.2

cts have enforceable rights and  
es;

### 13.6.4.3

complies with its obligations under legislation, providing an adequate to any and all personal data so

#### 13.6.4.4

complies with all reasonable advance by the Data Controller processing of the personal data.

13.6.5 Assist the D to any and with the Da notifications authorities of Commission

to a Controller's cost, in responding to subjects in ensuring its compliance with respect to security, breach notifications and consultations with supervisory authorities but not limited to, the Information

13.6.6 Notify the [redacted] breach;

undue delay of a personal data

13.6.7 On the Data  
dispose of)  
the Data O  
required to r

instruction, delete (or otherwise  
a and any and all copies thereof to  
of this Agreement unless it is  
data by law; and

13.6.8 Maintain complete and accurate technical and financial records and demonstrate the Data Collection and Reporting process.

ords of all processing activities and  
ures implemented necessary to  
ause 13 and to allow for audits by  
designated by the Data Controller.

### 13.7 [The Data Process to the processing of

any of its obligations with respect  
to Clause 13.]

**OR**

13.7 [The Data Processor shall appoint a subcontractor with access to the Data without the consent of the Controller pursuant to Clause 13 without the prior written consent of the Controller not to be held responsible for the actions of the Processor appoints

fact any of its obligations to a  
 sisting of personal data under this  
 ent of the Data Controller (such  
 d). In the event that the Data  
 a Processor shall:

# S

13.7.1 Enter into a contract that does not impose upon the Data Controller obligations;

13.7.2 Ensure that that agreement

13.8 Either Party may, at any time, terminate this Agreement by giving the other Party written notice, and replacing them with a new Party, provided that the new Party agrees to be bound by the terms of this Agreement that form part of a contract entered into with the other Party when replaced by a new Party.

## 14. Force Majeure

14.1 Neither Party to the Agreement shall be liable to the other for failing to perform their obligations under the Agreement if such failure is caused by an event that is beyond the control of the Party and the failure causes include, but not limited to, war, civil war, rebellion, insurrection, failure, industrial action, terrorism, acts of war, or any other event or circumstance beyond the control of the Party.

14.2 [In the event that a  
hereunder as a res  
period>>, the other  
written notice at the  
Parties shall agree  
up to the date of te  
contractual commit  
Agreement.]

## 15 Nature of the Agreement

15.1 Subject to the pro obligations through and [subject to th mortgage, or charg of its rights hereu obligations hereund consent not to be u

15.2 [Subject to the pro  
the entire agreeme  
and may not be mo  
authorised represen

15.3 Each Party acknowledges that it is not making any representation on any representation provided in this Agreement, which is implied by statute or by law.

15.4 No failure or delay in performance of the Agreement shall be a breach of the Agreement by either Party of a breach of the Agreement, and shall be a waiver of any such breach.

h the subcontractor, which shall  
same obligations as are imposed  
use 13 and which shall permit both  
Data Controller to enforce those

lies fully with its obligations under  
on Legislation.]

st <<insert period, e.g. 30 calendar  
n provisions of this Agreement,  
processing clauses or similar terms  
scheme. Such terms shall apply  
ment.]

liable for any failure or delay in  
re or delay results from any cause  
at Party ("Force Majeure"). Such  
er failure, internet service provider  
ood, storms, earthquakes, acts of  
or any other similar or dissimilar  
ontrol of the Party in question.

It cannot perform their obligations for a continuous period of <<insert>> days, the Parties shall terminate this Agreement by written notice. In the event of such termination, the Contractor shall make payment for all work completed and shall take into account any prior payments made in reliance on the performance of this Agreement.

entitling the Developer to perform  
 Agreement is personal to the Parties  
 [13] neither Party may assign,  
 (without charge) [or sub-license] any  
 or otherwise delegate any of its  
 in consent of the other Party, such

is] OR [This] Agreement contains  
with respect to its subject matter  
ument in writing signed by the duly

to this Agreement, it does not rely on any provision except as expressly provided in the conditions, warranties or other terms set forth herein. It is intended to be binding to the fullest extent permitted by law.

exercising any of its rights under this Agreement, and no waiver by this Agreement shall be deemed to be the same or any other provision.

16. **Severance**

The Parties agree that, if the Agreement is found to be wholly or partly unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall remain enforceable.

17. **Notices**

17.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, an authorised officer of the Party giving the notice.

17.2 Notices shall be deemed to have been given:

17.2.1 when delivered in person to the addressee or other messenger (including a courier) during business hours of the recipient; or

17.2.2 when sent, by post, to the addressee and a return receipt is generated; or

17.2.3 on the fifth business day after mailing, if mailed by national or international registered mail.

In each case notice shall be deemed to have been given to the most recent address or e-mail address notified to the Party.

18. **Alternative Dispute Resolution**

18.1 Any dispute or claim arising out of or in connection with this Agreement or its subject matter shall be referred to a single arbitrator to be agreed upon by the Parties. If the Parties fail to agree on an arbitrator, then the President of the Institution shall appoint an arbitrator to have all of the powers conferred upon arbitrators by the Arbitration Act 1996 of England and Wales.

18.2 The Parties hereby agree that the award of the Arbitrator shall [not] be final and binding on both Parties.

19. **Law and Jurisdiction**

19.1 This Agreement (including any notices hereunder) shall be governed by, and construed in accordance with, the law of England and Wales.

19.2 Subject to the provisions of this Agreement, any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters arising out of or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

**IN WITNESS WHEREOF** this Agreement has been signed and executed before written

SIGNED by

<<Full name of the Developer>>

In the presence of

<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing  
for and on behalf of <<Client's Name>>

In the presence of  
<<Name & Address of Witness>>

**The App**

<<Insert full details of the App to be developed by the Developer>>

**Consultant Name:**

<<Insert full names>>

**Client's Materials**

<<Insert full details of the Client's Materials to be provided to the Developer>>]

Pursuant to Clause 13.4, the following details of the type(s) of personal data, the scope, nature and purpose of the processing:

<<Insert full details>>]

[Pursuant to Clause 13.6.2, the following details of the technical and organisational measures agreed:

<<Insert full details>>]]

S

A

M

P

L

E