

# THIS AGREEMENT is made the

# **BETWEEN:**

- (1) <<Name of Developer>> a number <<Company Regi Address>> ("the Developer
- (2) <<Name of Client>> [a constant of client>> [a c

# WHEREAS:

- At all material times the D development services to but
- (2) At all material times the C and wishes to acquire the s
- (3) The Developer hereby agree and conditions of this Agree

# IT IS AGREED as follows:

- 1. Definitions and Interpreta
  - 1.1 In this Agreement expressions have the

"Business Day"

["Client's Materials"]

"Confidential Information"

"Data Protection Legislation

["Fee"]

<Country of Registration>> under se registered office is at <<insert

Country of Registration>> under
e registered office is at] OR [of]

he business of providing software

usiness of <<insert description>>

s to the Client subject to the terms

therwise requires, the following

han Saturday or Sunday) on re open for their full range of nsert location>>;

et out in Schedule 2 which the he Developer for use in the tware;]

ther Party, information which is by the other Party pursuant to, or Agreement (whether orally or in dium, and whether or not the stated to be confidential or

gislation in force from time to time applicable to data protection and not limited to, the UK GDPR (the on of the General Data Protection (679), as it forms part of the law of cotland, and Northern Ireland by the European Union (Withdrawal) otection Act 2018 (and regulations nd the Privacy and Electronic lations 2003 as amended;

on payable to the Developer for 1 in Clause 5;]

ment.

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["Initial Fee"]

"Intellectual Property Rights"

["Milestone Payment(s)"]

"Consultant"

"Work"

# "Software"

- 1.2 Unless the context of 1.2.1 "writing", a communica similar mea
  - 1.2.2 a statute o provision a
  - 1.2.3 "this Agree Schedules
  - 1.2.4 a Schedule
  - 1.2.5 a Clause o (other than and
  - 1.2.6 a "Party" o
- 1.3 The headings used no effect upon the it
- 1.4 Words imparting the
- 1.5 References to any g









ayable to the Developer under ayment of the Milestone

any patents, trade marks, service igns, applications (and rights to se rights) trade, business and rnet domain names and e-mail d trade marks and service marks, ghts, 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

ast infringements of any of the

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

hose name is set out in Schedule ut there, any person(s) with ience nominated by the Developer

rvices carried out under this the Software; and

ated or modified by the Developer 1.

reference in this Agreement to: sion, 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 ented at the relevant time;

eement;

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

parties to this Agreement.

r convenience only and shall have ement.

clude the plural and vice versa.

ther gender.

# 2. Engagement of the Devel

- 2.1 The Client hereby development of the
- 2.2 [The Client shall pi date>> ("the Delive Client's Materials milestone dates se Day for each day th
- 2.3 The Developer sha Date").
- 2.4 Prior to the Comple to] comply with the
  - 2.4.1 Initial planr approval by
  - 2.4.2 Design ide approval b
  - 2.4.3 Developme dates: <<ir
  - 2.4.4 Alpha testi
  - 2.4.5 Beta testin
  - 2.4.6 The Softwa by <<inser
  - 2.4.7 <<insert ad
- 2.5 The Developer ack interest in the Softw Client should hav Accordingly, in the Completion Date, percentage>>% of damages from the that the Software is to any right to claim
- 2.6 The Developer sh Software and shall reasonable care.
- 2.7 The Developer sha work at its own expe

# 3. Nature of Engagement

- 3.1 The Developer sh Developer's Work Consultant(s) enga the Developer to de seek to supervise, o the Client have any
- 3.2 Subject to the provi exclusively respons and how and in what

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per to carry out and complete

ials to the Developer by <<insert that the Client fails to deliver the the Completion Date and the shall increment by one Business nt's Materials is delayed.]

<<insert date>> ("the Completion

shall [use reasonable endeavours dates:

o the Client for discussion and/or

to the Client for selection and/or

nted to the Client on the following e>>, <<insert date>>;

ommence by <<insert date>>;

mmence by <<insert date>>;

the Client for acceptance testing

# quired>>.

ent has a legitimate commercial the Completion Date and that the edy if it is not so completed. fails to complete the Work by the sum>>] **OR** [a sum of <<insert ay shall be deducted as liquidated Developer for each Business Day Completion Date without prejudice edy for any further delay.

all Work and the quality of the performed competently and with

rectification of any unsatisfactory

independent contractor and the g methods and those of any hall at all times be exclusively for t and control. The Client shall not loper or any Consultants nor shall

the Developer shall at all times be entitled to organise, where, when but shall liaise with the Client (or

the Client's represe of the timing of the any other contracto the Client.

- 3.3 The engagement ur that at any time the services which are engage other contra similar to the Work.
- 3.4 The Developer ma substitute any rep additional Consulta has the requisite s shall use all reaso additions and to co change in engagem event provide such unduly delayed by notification by the unacceptable or wh or addition. The Clie if in its reasonable experience.
- 3.5 Whenever possible equipment, material
- 3.6 The Developer is r performance of its appointment of the mutual obligations of any further contract hereby be created of

# 4. Status of the Developer

- 4.1 The Developer sha responsible for all i taxes or contribution Agreement.
- 4.2 The Developer here that may be made income tax or nation including interest a Developer under thi
- 4.3 The Developer sha tax.
- 4.4 Nothing in this Agr venture or agency between the Client
- 5. **Fee** 
  - 5.1 [In consideration of Developer the [Initi quotation dated <<i

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ue account is taken of the impact oon the activities of the Client and ilar third parties also engaged by

utually non-exclusive that is to say sultant can provide to other clients to the Work and the Client can ervices which are the same as or

etion on one or more occasions or a Consultant or engage any nsultant chosen by the Developer perform the Work. The Developer oid or minimise such changes or prehand about any such proposed wever, the Developer shall in any where the provision of the Work is city or for any other reason upon representative) that a delay is ssary to provide such a substitute to refuse to accept any Consultant suitable due to lack of skills, or

Developer shall use his own out the Work.

services available except for the greement. The engagement and Agreement does not create any or the Developer to offer or accept nd no continuing relationship shall

pendent contractor and it shall be insurance contributions or similar consideration payable under this

the Client in respect of any claims es against the Client in respect of ns or similar taxes or contributions, to the Work undertaken by the

of its expenses and value added

d to create any partnership, joint or any employment relationship

are itself the Client shall pay to the >> [as set out in the Developer's

# AND/OR

[In consideration of following Milestone

- 5.1.1 The sum of
- 5.1.2 The sum of
- 5.1.3 The sum of
- 5.1.4 The sum of
- 5.1.5 The sum of
- 5.1.6 The sum acceptance
- 5.1.7 The sum o of the Soft
- 5.1.8 <<insert ad
- 5.2 Payment of the [Init following completio within <<insert perio the same.

Any sums which r interest at the rate lending rate of <<in on a daily basis f payment of the ove due shall be payabl

- 5.3 All payments made value added tax cha
- 5.4 No further paymen Software over and limitation, no paym expenses incurred t

# 6. Intellectual Property

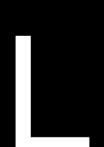
- 6.1 Upon receipt in ful copyright and any a Software shall be do be deemed to have out of Chapter IV of
- 6.2 Following the assi Property Rights un Software for any pu the Software was or
- 6.3 [The copyright and the Client's Material at all times (subject the Client may mal warranty under sub operate to bestow u

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are itself the Client shall make the per:

ivery of the initial planning;

ivery of the design ideas;

ivery of each development report; npletion of alpha testing;

npletion of beta testing;

n delivery of the Software for

mpletion of the Work and delivery

# quired>>]

tone Payment] shall be made only of the] Work and shall be made ient of the Developer's invoice for

expiry of this period shall incur >>% per annum above the base time to time. Interest shall accrue payment until the actual date of re or after judgment. Any interest te sum.

hall be expressly exclusive of any

Developer for the Work and the t out in this Clause 5 and, without the Developer in respect of any leting the Work.

I sums due under Clause 5, the Property Rights subsisting in the the Client and the Developer shall in respect of the Software arising nd Patents Act 1988.

d any and all other Intellectual Client shall be free to use the t limited to, the purpose for which

ctual Property rights subsisting in 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

for the right to use t

# 7. Developer's Warranties a

- 7.1 Any Consultant(s) r by the Developer sl Work.
- 7.2 The Developer sha that the Software copyright, other Int rights of publicity, o
- 7.3 The Developer he throughout the full pursuant to the law Convention and/or t
- 7.4 The Developer sha dispose of any rig Materials or the So enter into any agree rights under this performance of his
- 7.5 Subject to the pro proceedings, claim generality of this pro client basis) agains the Client's use, po with this Agreemer Rights belonging to and against the san
- 7.6 Subject to the pro proceedings, claims generality of this pr own-client basis) as use or possession of Work in accordance Intellectual Propert indemnify the Devel
- 7.7 The indemnities se indemnified Party:
  - 7.7.1 notifies the aware of an
  - 7.7.2 makes no a Party's prior
  - 7.7.3 makes all re request;
  - 7.7.4 provides all request; and
  - 7.7.5 allows the litigation and









s envisioned by this Agreement.]

# ent's Indemnities

any other Consultant(s) engaged and experience to carry out the

easonable endeavours to ensure loper and shall not infringe any s, moral rights, rights of privacy, ever of any person.

opyright in the Software shall, otection be valid and subsisting [and the provisions of the Berne onvention].

transfer, encumber or otherwise other rights in or to the Client's to this Agreement, and shall not nich might conflict with the Client's interfere with the Developer's reement.

7.7, in the event of any actions, including, without prejudice to the f the Client on a solicitor and ownnds that the Developer's Work or hip of the Software in accordance ement of any Intellectual Property per shall indemnify the Client from

7.7, in the event of any actions, including, without prejudice to the of 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.

5 and 7.6 shall apply only if the

ediately in writing upon becoming , claim, demand or costs;

ements without the indemnifying

ble to the indemnifying Party upon

to the indemnifying Party upon

plete control over any relevant

# 8. Client's Warranties

- 8.1 The Client shall us the Client's Materia shall not infringe an rights of privacy, ri person.
- 8.2 The Client hereby throughout the full pursuant to the law Convention and/or t
- 8.3 The Client shall no of any rights of cop Software except pu
- 8.4 The Client shall no conflict with the De with the Developer's

# 9. Liability

- 9.1 This Clause 9 sets for any breach of th and Software, any u representation, stat to, negligence and t this Agreement.
- 9.2 Subject to sub-Clau contract, tort (includ or misrepresentatio opportunity, loss consequential dama arises out of or in co
- 9.3 Nothing in this Agre fraud or fraudulent r death or personal ir
- 9.4 Nothing in this Ag under or in respect
- 9.5 Without prejudice t
  9.2 or 9.3, the total this Agreement (wh breach of statutory 100% of the [Fee] C
  Client under this A greater.

# 10. Confidentiality

10.1 Both Parties under authorised in writin continuance of this

10.1.1 keep confid

10.1.2 not disclos













nable endeavours to ensure that eloper is original to the Client and ctual Property Rights, moral rights, other rights whatsoever of any

t in the Client's Materials shall, ptection, be valid and subsisting [and the provisions of the Berne Convention].

r, encumber or otherwise dispose s in or to the Client's Materials or

hent or arrangement which might his Agreement or might interfere gations under this Agreement.

ability of the Parties to each other oply by the Developer of the Work f the Work and Software; and any omission (including, but not limited arising out of or in connection with

Il be liable to the other, whether in on, or for breach of statutory duty loss of goodwill, loss of business , or any special, indirect or suffered by the other Party that ment.

ility of either Party to the other for liberate or wilful misconduct, or for

r limit the liability of either Party rovisions of Clause 7.

hs of Clause 7, or to sub-Clauses rising out of or in connection with cluding negligence), restitution, for n or otherwise) shall be limited to Payments] paid or payable by the f £ <<insert sum>> whichever is

by by sub-Clause 10.2 or as hey shall at all times during the sert period>>] after its termination:

ormation;

ation to any other party;

- 10.1.3 not use an contemplat
- 10.1.4 not make a any Confid
- 10.1.5 ensure tha Consultant Partv. wou
- Subject to sub-Cla 10.2 Information to:
  - 10.2.1 any Consu
  - 10.2.2 any of their
  - 10.2.3 any govern
  - 10.2.4 any of thei sub-Clause
- Disclosure under s 10.3 necessary for the p law. In each case Confidential Inform described in sub-Cl a body, the disclos written undertaking confidential and to made.
- 10.4 Either Party may us it to any other party knowledge through
- 10.5 When using or disc disclosing Party m Confidential Informa
- 10.6 The provisions of t their terms, notwiths

#### [Data Protection 11.

- 11.1 All personal data th held in accordance the Client's and Co
- 11.2 For complete detai retention of persor which personal data Client's and Consu sharing (where ap [available from <<ir











on for any purpose other than as

ny way or part with possession of

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

may disclose any Confidential

k:

utes, or suppliers;

or regulatory body; or

or those of any party described in 2.3.

made only to the extent that is this Agreement, or as required by t 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 oses for which the disclosure is

hation for any purpose, or disclose I Information is or becomes public

nation under sub-Clause 10.4, the s not disclose any part of that nowledge.

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

e will be collected, processed, and e Data Protection Legislation and ler.

llection, processing, storage, and not limited to, the purpose(s) for or bases for using it, details of the exercise them, and personal data the Developer's Privacy Notice

# 12. [Data Processing

- 12.1 In this Clause 12 a controller", "data p meaning defined in
- 12.2 [All personal data t subject to this Agre a Data Processing personal data is pro OR
- 12.2 [Both Parties shall out in the Data Pro provisions of this A out in the Data Pro those obligations.
- 12.3 For the purposes of this Agreement, the "Data Controller".
- 12.4 The type(s) of performed processing, and the to this Agreement.
- 12.5 The Data Controlle and notices require Processor for the pu
- 12.6 The Data Processo relation to its perfor
  - 12.6.1 Process th Controller ( such perso the Data C so by law;

12.6.2 Ensure tha measures personal d loss, dama the potentia current sta those mea Data Contr the Agreen

- 12.6.3 Ensure tha processing that persor
- 12.6.4 Not transfe written co conditions

12.6.4.1



ersonal data", "data subject", "data lal data breach" shall have the R.

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

e data protection requirements set her this Clause 12 nor any other either Party of any obligations set hall not remove or replace any of

islation and for this Clause 12 and Processor" and the Client is the

e, nature and purpose of the ing shall be set out in Schedule 4

s in place all necessary consents nsfer of personal data to the Data edule 4 to this Agreement.

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

the written instructions of the Data or is otherwise required to process ta Processor shall promptly notify sing unless prohibited from doing

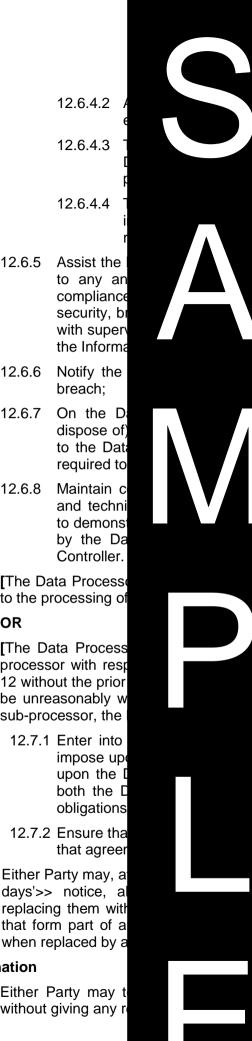
ble technical and organisational Data Controller) to protect the r unlawful processing, accidental neasures shall be proportionate to ch events, taking into account the gy and the cost of implementing aken shall be agreed between the essor and set out in Schedule 4 to

to the personal data (whether for is contractually obliged to keep

tside of the UK without the prior troller and only if the following

or the Data Processor has/have ards for the transfer of personal

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have enforceable rights and

plies with its obligations under the n, providing an adequate level of ersonal data so transferred; and

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

ta Controller's cost, in responding ta subjects and in ensuring its tion Legislation with respect to t assessments, and consultations ators (including, but not limited to, ice):

undue delay of a personal data

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

ecords of all processing activities heasures implemented necessary Clause 12 and to allow for audits y party designated by the Data

any of its obligations with respect Clause 12.

t any of its obligations to a subpersonal data under this Clause ata Controller (such consent not to at the Data Processor appoints a

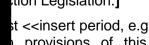
h the sub-processor, which shall same obligations as are imposed Clause 12 and which shall permit Data Controller to enforce those

blies fully with its obligations under tion Legislation.]

t <<insert period, e.g. 30 calendar provisions of this Agreement, bcessing clauses or similar terms scheme. Such terms shall apply hent.1

t at any time without notice and bn.

ment.



# 13.

12.8

13.1 Either Party may t without giving any r

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- 12.6.5
- 12.6.6
- 12.6.7
- 12.6.8
- 12.7 The Data Process to the processing of OR

- 12.7 The Data Process processor with resp 12 without the prior be unreasonably w sub-processor, the
  - 12.7.1 Enter into

12.7.2 Ensure that

when replaced by a **Termination** 

- 13.2 Without prejudice to terminate, notwiths have, in the followin
  - 13.2.1 either Part Agreement within <<ir other Party
  - 13.2.2 either Part compulson reconstruc whole or ar
- 13.3 The termination of which have already

# 14. Force Majeure

- 14.1 Neither Party to the performing their oble that is beyond the causes include, but failure, industrial ac terrorism, acts of we event or circumstar
- 14.2 [In the event that a hereunder as a reaperiod>>, 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 This Agreement is mortgage, or charg of its rights hereun delegate any of its the other Party, suc
- 15.2 [Subject to the pro the entire agreeme and may not be mo authorised represer
- 15.3 Each Party acknow on any representa provided in this A implied by statute o by law.
- 15.4 No failure or delay Agreement shall be either Party of a bre be a waiver of any s













Clause 13.1, this Agreement shall and remedies the Parties may

he terms and obligations of this bable of remedy, is not remedied notice of such failure from the

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

e without prejudice to any rights Parties under this Agreement.

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

t cannot perform their obligations r a continuous period of <<insert tion terminate this Agreement by the event of such termination, the performance of this liance on the performance of this

s and neither Party may assign, ating charge) [or sub-license] any ise 12,] sub-contract or otherwise except with the written consent of asonably withheld.

s] **OR** [This] Agreement contains with respect to its subject matter ment in writing signed by the duly

to this Agreement, it does not rely provision except as expressly itions, warranties or other terms ded to the fullest extent permitted

cising any of its rights under this r of that right, and no waiver by his Agreement shall be deemed to same or any other provision.

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# 16. Severance

The Parties agree that, i Agreement is found to be provisions shall be deeme remainder of this Agreeme

# 17. Notices

- 17.1 All notices under th if signed by, or on notice.
- 17.2 Notices shall be dee
  - 17.2.1 when deliv registered
  - 17.2.2 when sent, or
  - 17.2.3 on the fifth ordinary ma

In each case notice address notified to t

# 18. Alternative Dispute Reso

- 18.1 Any dispute or d Agreement or its s agreed upon by the then President of t conferred upon arbi
- 18.2 The Parties hereby and binding on both

# 19. Law and Jurisdiction

- 19.1 This Agreement (in therefrom or assoc accordance with, th
- 19.2 Subject to the provi or claim between t contractual matters shall fall within the j

IN WITNESS WHEREOF this Ag before written

# SIGNED by

<<Name of person signing for the DIRECTOR for and on behalf of <<Developer's

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

# SIGNED by

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r more of the provisions of this rwise unenforceable, that / those nainder of this Agreement. The rceable.

writing and be deemed duly given sed officer of the Party giving the

# given:

rier or other messenger (including less hours of the recipient; or

and a return receipt is generated;

g mailing, if mailed by national

the most recent address or e-mail

en the Parties relating to this ferred to a single arbitrator to be agreement, to be appointed by the bitrator to have all of the powers gland and Wales.

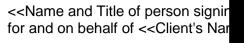
of the Arbitrator shall [not] be final

ual matters and obligations arising e governed by, and construed in ales.

dispute, controversy, proceedings is Agreement (including any nonherefrom or associated therewith) f England and Wales.

executed the day and year first





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

The Software <<Insert full details of the Software</pre>

Client's Materials <<Insert full details of the Client's

Name of any named Consultant <<Insert full name of any Consulta

Pursuant to Clause 12.4, the fol nature and purpose of the process

<<Insert full details>>]

[Pursuant to Clause 12.6.2, the agreed:

<<Insert full details>>]]



d by the Developer>>

o the Developer>>

### oper>>

e(s) of personal data, the scope, he processing:

cal and organisational measures