

S

A

M

WEBSITE DESIGN AND DEVELOPMENT AGREEMENT

P

L

E

S

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Developer>> [a <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> (“the Developer”)
- (2) <<Name of Client>> [a <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> (“the Client”)

A

WHEREAS:

- (1) The Developer carries on the business of providing website design and development and related services.
- (2) The Client wishes to engage the Developer to provide website design and development and related services on the terms and conditions set out in this Agreement.

M

IT IS AGREED as follows:

1. Definitions and Interpretation

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

“**Acceptance Retests**” means the tests to be carried out in the event of a failure to meet the requirements set out in Clause 6 and Schedule 2;

“**Acceptance Tests**” means the tests to be carried out on the Website [and on any other system] as set out in Clause 6 and Schedule 2;

“**Business Day**” means any day (other than Saturday or Sunday) on which the relevant banks are open for their full range of banking services at <<insert location>>;

“**Client Site Materials**” means the content provided by the Client to be incorporated into the Website [and any other system];

“**Commencement Date**” means the date of the signing of this Agreement>>;

“**Confidential Information**” means information of either Party, information which is confidential to either Party by the other Party pursuant to this Agreement (whether orally or in writing, and whether or not the information is expressly stated to be confidential or confidential in nature);

P

L
E

“Data Protection Legislation”

**“personal data”
“data subject”
“data controller”
“data processor” and
“personal data breach”**

“Defect Report”

“Defect”

“Developer Site Material”

“Intellectual Property Rights”

“Non-Developer Defect”

“Project Fees”

“Project Manager”

S

A

M

P

L

E

the legislation in force from time to time in the United Kingdom applicable to data protection including, but not limited to, the current EU law version of the General Data Protection Regulation ((EU) 2016/679), as it applies in England and Wales, Scotland, and Northern Ireland and by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made under it) and the Privacy and Electronic Communications Regulations 2003 as amended;

the meaning defined in Article 4 of the Regulation;

defects compiled by the Developer as set out in Clause 6.3;

any defect in the Website [or the Toolkit] that is identified as part of the Acceptance Tests;

any content provided or created by the Client and incorporated into the Website and/or the Toolkit;

rights to inventions, copyright and related rights (including moral rights), trade marks, domain names, rights in get-up and goodwill and the right to sue for passing off, rights in computer software, rights to use and protect the confidential information (including trade secrets) and all other intellectual property rights whether registered or unregistered, applications and rights to apply for renewals or extensions of, and rights in, such rights and all similar or analogous forms or protection which either exist now or in the future in any part of the world;

any defect in the Website [or the Toolkit] that is identified as part of the Acceptance Tests that is caused by an act or omission of the Client, or any liability associated with the Client for which the Developer has no responsibility;

any fee to be paid by the Client to the Developer for the Developer's Services, as agreed by the Client in Schedule 3;

any Project Manager appointed by either Party as set out in Clause 1;

S

“Project Milestone”

...ple phases that the design and Website and the Toolkit shall be put in the Project Specification;

“Project Specification”

...setting out in detail the work which the Developer to perform, attached

“Retest Period”

...thin which the Acceptance Retests as specified in sub-Clause 6.7;

“Services”

...and development services to be developer to the Client pursuant to

“Testing Period”

...within which the Acceptance Tests as specified in sub-Clause 6.1;

“Toolkit”

...delines, rules, templates, pages, documentation required by the Client ng use and maintenance of the be developed and supplied by the to this Agreement; and

“Website”

...at <<insert URL>>] to be designed the Developer pursuant to this

1.2 Unless the context of

reference in this Agreement to:

1.2.1 “writing”, and any other communication, in any form, including electronic or facsimile transmission or similar means;

...ion, includes a reference to any electronic or facsimile transmission or

1.2.2 a statute or regulation or any provision of law, in its current form and as amended from time to time;

...e is a reference to that statute or regulation as in force at the relevant time and shall include all subsequent amendments;

1.2.3 “this Agreement” and each of the Schedules attached to this Agreement;

...this Agreement and each of the Schedules attached to this Agreement;

1.2.4 a Schedule to this Agreement;

...ement;

1.2.5 a Clause or paragraph of this Agreement (other than Clause 1.2.5 and Clause 1.2.6);

...ce to a Clause of this Agreement or a paragraph of the relevant Schedule;

1.2.6 a “Party” or “Parties” to this Agreement.

...parties to this Agreement.

1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

...for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the masculine gender shall include the plural and vice versa.

...clude the plural and vice versa.

1.5 References to any gender shall include the other gender.

...other gender.

1.6 References to persons shall include corporations and other entities.

...tions.

2. Project Specification and Acceptance

2.1 The Parties have agreed in the Project Specification for the

...in the Project Specification for the

A

M

P

L

E

S

A

M

P

L

E

- 2.1 Website and the Toolkit shall be developed in accordance with the Project Milestones set out in Schedule 1.
 - 2.2 The Developer shall be responsible for the design, development, and delivery of the Toolkit in accordance with the Project Milestones set out in Schedule 1.
 - 2.3 Either Party may request amendments to the Project Specification. Any proposed amendments shall be in writing.
 - 2.4 Within <<insert period>> of receipt of a request or proposal, the Developer shall notify the Client in writing of the amendments to be accommodated, including the impact on the Project Specification.
 - 2.5 Within <<insert period>> of receipt of the Developer's notice of amendments, the Client shall notify the Developer in writing of its acceptance or rejection of the amendments to the Project Fees and Project Specification or shall discuss the amendments with the Developer to discuss the same further.
 - 2.6 The Client Site Materials shall be provided to the Developer by the Client in accordance with the Project Specification and shall be accepted by the Developer as under sub-Clause 3.1, as applicable.
 - 2.7 The Developer shall include a promotional statement on the home page of the Website during the <<insert period>>: e.g. "Designed and developed by [Developer]".
- 3. Client's Responsibilities**
- 3.1 The Client shall provide the Developer with any and all information, including Client Site Materials, that the Developer requires in order to perform its obligations under this Agreement.
 - 3.2 The Client shall be responsible for the content, accuracy, and completeness of the Client Site Materials and for the Developer against any claims, damages, losses, and expenses arising as a result of any claim that the Client Site Materials contain content that is unlawful or otherwise offensive (including, but not limited to, content that is obscene, [pornographic], violent, defamatory, or that breaches the Intellectual Property Rights of any third party).
 - 3.3 The Client hereby warrants that it has the right and authority to enter into this Agreement and to provide the Developer with the Client Site Materials and to provide the Developer with the information and assistance necessary for the Developer to perform its obligations under the Agreement, but not limited to, the design and development of Toolkit in accordance with the Project Specification and in reliance on the Client's full and timely cooperation and the provision of the Client Site Materials.
- 4. Project Management and Reporting**
- 4.1 Each Party shall appoint a Project Manager who shall be responsible for liaising with the other Party under this Agreement. Each Project Manager shall have the authority, knowledge and experience of all relevant matters, and the authority to bind the Party by whom they are appointed.
 - 4.2 The Developer shall provide the Client with <<insert frequency>> reports detailing the progress of the development of the Toolkit.

S

of the design and of such reports shall be given attention.

Website and the Toolkit. In particular, such matters requiring the Client's

5. **[Third-Party Software**

5.1 The Third-Party Software shall be incorporated into the Toolkit in accordance with the applicable software

Schedule 4 shall be supplied and the Toolkit in accordance with the

5.2 The licence fee[s] payable under the Project Fees payable

Third-Party Software shall form a part of the Project Fees set out in Schedule 3.]

6. **Development, Testing, and Acceptance**

6.1 Upon completion of the development of the Website and the Toolkit by the Developer, the Client shall have a <<insert duration>> Retest Period during which it shall carry out the Acceptance Tests [and the Toolkit] as specified in Schedule 2.

development of the Website and the Toolkit with the Project Specification and Project Milestone <<insert duration>>, the Client shall have a Retest Period during which it shall carry out the Acceptance Tests [and the Toolkit] as specified in

6.2 In the event that the Acceptance Tests are not passed, the Client shall inform the Developer at the end of all Defects in writing.

not passed, the Client shall inform the Developer at the end of all Defects in writing.

6.3 Upon receipt by the Client of the information under sub-Clause 6.2, the Developer shall compile the Client's information into a Defect Report which the Developer shall provide to the Client by the end of that period.

Client's information under sub-Clause <insert duration>> Business Days into a Defect Report which the Developer shall provide to the Client by the end of that period.

6.4 Upon receipt by the Client of the Defect Report, the Parties shall agree upon a mutually acceptable period for the Client to agree upon solutions for each solution.

Defect Report, the Parties shall agree upon a mutually acceptable period for the Client to agree upon solutions for each solution.

6.5 In the event that a Defect has been caused by an act or omission of the Client, the Client shall be responsible for such a Non-Developer Defect shall not be considered as a Defect of the Acceptance Tests. If only the Website [and/or the Toolkit] shall be affected, the provisions of sub-Clause 6.9 shall apply.

Defect has been caused by an act or omission of the Client for such a Non-Developer Defect shall not be considered as a Defect of the Acceptance Tests. If only the Website [and/or the Toolkit] shall be affected, the provisions of sub-

6.6 Defects shall be remedied at no additional cost to the Client. The Client may require the Developer to remedy any Non-Developer Defects, however the Developer shall have the right to charge the Client in full for such remediation at current rates for such work and to require full payment.

at no additional cost to the Client. The Developer shall have the right to charge the Client in full for such remediation at current rates for such work and to require full payment.

6.7 Where applicable, the Client shall have a Retest Period during the Acceptance Tests, the Client shall have a Retest Period during which it shall carry out the Acceptance Tests on the Website [and/or the Toolkit] (or the affected parts) (appropriate) as specified in Schedule 2.

by the Developer of any and all Defects during the Acceptance Tests, the Client shall have a Retest Period during which it shall carry out the Acceptance Tests on the Website [and/or the Toolkit] (or the affected parts) (appropriate) as specified in Schedule

6.8 In the event that the Acceptance Tests are not passed, the Client shall have the following options without prejudice to the Client's other rights and remedies.

not passed, the Client shall have the following options without prejudice to the Client's

A

M

P

L

E

S

A

M

P

L

E

6.8.1 to require the Client to accept the Website and Toolkit upon a suitable remedial work plan [and/or the Client may require the Client to proceed under 6.8.3; or

6.8.2 to accept the Website and Toolkit in their then-current state, subject to a reasonable period of time for the Client to reject the Website and Toolkit in accordance with sub-Clause 6.8.3; or

6.8.3 to reject the Website and Toolkit in their entirety for failure to comply with the Agreement and this Agreement. This Agreement shall be void and the Developer shall immediately, and the Developer shall refund to the Client all sums already paid by the Client to the Developer within <<insert period>> Business Days of the date of rejection.

6.9 The Website and Toolkit shall be deemed to have been accepted when all Acceptance Tests have been passed and no Defects or Non-Developer Defects accepted under sub-Clause 6.8.2). Upon successful completion of the Acceptance Tests, the Client shall confirm the same by means of a Final Acceptance Certificate which it shall return to the Developer without delay.

6.10 Notwithstanding the foregoing, if the Client has not accepted the Website and Toolkit before the Acceptance Tests and (where applicable) before the Retests have been passed if:

6.10.1 the Client uses the Website and Toolkit or any part thereof in the course of business for any purpose other than the Acceptance Tests or Retests specified in Schedule 2;

6.10.2 the Acceptance Tests are unreasonably delayed for <<insert period>> Business Days by the Client without the Developer's written agreement to such a delay and to extend the Retest Period.

6.11 Within <<insert period>> Business Days of the date of completion of the Acceptance Tests, the Client shall deliver the completed Website and Toolkit to the Client in accordance with sub-Clause 6.8.3.

7. Fees and Payment

7.1 The Client shall pay the Project Fees, calculated in accordance with Schedule 3, within <<insert period>> of receipt of the Developer's invoice.

7.2 Any and all sums payable by the Client under this Agreement shall be [exclusive] OR [inclusive] of VAT.

7.3 If the Client fails to pay the Project Fees on or by the due date for payment, the Client shall be liable to the Developer on or by the due date for payment, together with the Developer's other rights and remedies.

S

remedies (including
pay interest on the
payment of that over

under Clause 14), the Client shall
the due date for payment until the
the or after judgment.

7.4 Interest under sub
percentage>>% per
to time, and at <<in
base rate is below C

ue daily at the rate of <<insert
of England's base rate from time
r annum for any period when that

A

8. Intellectual Property

8.1 The Client warrants
supplied by them to
permissions and ri
licensors, as appro
all Intellectual Prop

nt to use all Client Site Materials
t, where applicable, all necessary
ed. The Client (or the applicable
ship of all Client Site Materials and
rein at all times.

8.2 The Developer wa
Materials supplied
where applicable, a

the right to use all Developer Site
Website and the Toolkit and that,
and rights have been obtained.

8.3 The Developer sh
subsisting in the W
by the Client. Upon
shall assign the ov
Parties shall exec
assignment.

all Intellectual Property Rights
til the Project Fees are paid in full
er of all sums due, the Developer
to the Client immediately, and the
necessary to give effect to that

8.4 The Developer sha
expenses arising ou
the infringement of
the Website or the
the Client:

against all damages, losses, and
edings brought by a third party for
ual Property Rights by any part of
ed by the Developer provided that

8.4.1 promptly not

ting of the claim or proceedings;

8.4.2 makes no a
written cons

nts without the Developer's prior

8.4.3 provides the
Developer m

ormation and assistance that the
nd

8.4.4 gives the D
proceedings

to defend or settle the claim or

8.5 The Client shall in
expenses arising ou
the infringement of
the Client Site Mate

against all damages, losses, and
edings brought by a third party for
ual Property Rights by any part of
eveloper:

8.5.1 promptly not

of the claim or proceedings;

8.5.2 makes no a
consent;

s without the Client's prior written

8.5.3 provides the
may reasona

on and assistance that the Client

8.5.4 gives the C
proceedings

defend or settle the claim or

8.6 The indemnities se

all not apply to the extent that the

M

P

L

E

S

claims or proceed
compliance with an
Party.

out of the indemnifying Party's
entials provided by the indemnified

8.7 The Developer shall ensure that the Site Materials assigned to the Client for the Website or the Toolkit are consistent with the overall look and feel of the Website [and/or the Toolkit] and any website or other

Site Materials, any Developer shall ensure that the Site Materials assigned to the Client for the Website or the Toolkit are consistent with the overall look and feel of the Website [and/or the Toolkit] and any website or other

A

9. **Warranties**

9.1 Each Party hereby warrants that it has the full power and authority to enter into, and perform, this Agreement.

it has the full power and authority to enter into, and perform, this Agreement.

9.2 The Developer shall exercise reasonable care and skill in the performance of its obligations under this Agreement with generally established and recognised practices prevailing in the website design and development industry.

under this Agreement with generally established and recognised practices prevailing in the website design and development industry.

9.3 The Developer warrants that the Website and the Toolkit shall be free of errors, viruses, and malware and that it will perform in accordance with the Project Specific Requirements. From the date that acceptance takes place, if the Website and/or the Toolkit does not perform in accordance with the Project Specific Requirements, the Developer shall ensure that the Website and the Toolkit complies with the Project Specific Requirements without additional cost to the Client.

and the Toolkit shall be free of errors, viruses, and malware and that it will perform in accordance with the Project Specific Requirements. From the date that acceptance takes place, if the Website and/or the Toolkit does not perform in accordance with the Project Specific Requirements, the Developer shall ensure that the Website and the Toolkit complies with the Project Specific Requirements without additional cost to the Client.

9.4 The warranty provided in this Clause shall not apply to the extent that any non-conformity with the Project Specific Requirements arises out of modifications made to the Website or the Toolkit by the Client or any third-party without the direct involvement of the Developer.

shall not apply to the extent that any non-conformity with the Project Specific Requirements arises out of modifications made to the Website or the Toolkit by the Client or any third-party without the direct involvement of the Developer.

M

10. **Liability**

10.1 The Developer shall not be liable for any damage to software or hardware, damage to data, or loss of profits, revenues, or anticipated profits, or business opportunity, or for any indirect or consequential loss.

ent for any damage to software or hardware, damage to data, or loss of profits, revenues, or anticipated profits, or business opportunity, or for any indirect or consequential loss.

10.2 The Client shall not be liable for any loss of profit, anticipated profits, revenues, or anticipated revenues, or business opportunity, or for any indirect or consequential loss.

er for any loss of profit, anticipated profits, revenues, or anticipated revenues, or business opportunity, or for any indirect or consequential loss.

10.3 Nothing in this Agreement shall limit the Developer's liability under sub-Clause 10.5 [or Clause 12.5] to the cap on each Party's liability set out in sub-Clause 10.4.

Party's liability under sub-Clause 10.5 [or Clause 12.5] to the cap on each Party's liability set out in sub-Clause 10.4.

10.4 Subject to sub-Clause 10.3, neither Party shall be liable to the other in respect of any claims based on negligence, or other tortious or contractual liability arising out of or in connection with the performance of the contract, tort (including negligence), or other tortious or contractual liability arising out of or in connection with the performance of the contract, tort (including negligence), or other tortious or contractual liability arising out of or in connection with the performance of the contract.

al liability to the other in respect of any claims based on negligence, or other tortious or contractual liability arising out of or in connection with the performance of the contract, tort (including negligence), or other tortious or contractual liability arising out of or in connection with the performance of the contract.

10.5 Nothing in this Agreement shall exclude either Party's liability for death or personal injury caused by negligence; fraud; any breach of the terms implied by Section 2 of the Consumer Goods Act 1979 or by Section 2 of the Consumer Goods Act 1982; the deliberate or wilful misconduct of that Party; or for any

clude either Party's liability for death or personal injury caused by negligence; fraud; any breach of the terms implied by Section 2 of the Consumer Goods Act 1979 or by Section 2 of the Consumer Goods Act 1982; the deliberate or wilful misconduct of that Party; or for any

P

L

E

other form of liability

or excluded by law.

11. **Data Protection**

11.1 All personal data that is collected, stored, processed or otherwise used in connection with this Agreement shall be collected, stored, processed or otherwise used in accordance with the provisions of the Data Protection Legislation. This Agreement shall relieve either Party of any obligation to comply with the Data Protection Legislation or replace any obligations set out in the Data Protection Legislation.

in connection with this Agreement shall be collected, stored, processed or otherwise used in accordance with the provisions of the Data Protection Legislation. This Agreement shall relieve either Party of any obligation to comply with the Data Protection Legislation or replace any obligations set out in the Data Protection Legislation.

11.2 Complete details of the processing, storage, and retention of personal data including, but not limited to, the purposes for which personal data is used, the Parties' obligations in relation to such personal data, details of any sharing (where applicable) are set out in the Data Protection Legislation. The full name of notices or policies are available in the Parties' Data Protection Policies [available from <<insert date>>] attached in Schedules 5 and 6].

Complete details of the processing, storage, and retention of personal data including, but not limited to, the purposes for which personal data is used, the Parties' obligations in relation to such personal data, details of any sharing (where applicable) are set out in the Data Protection Legislation. The full name of notices or policies are available in the Parties' Data Protection Policies [available from <<insert date>>] attached in Schedules 5 and 6].

12. **[Data Processing]**

12.1 [All personal data that is processed under this Agreement shall be processed in accordance with the terms of the Data Processing Agreement.]

Developer on behalf of the Client shall process all personal data in accordance with the terms of the Data Processing Agreement between the Parties on <<insert date>>.]

OR

12.1 [The Parties hereby agree to comply with all applicable data protection requirements. Clause 12 shall not relieve either Party of its obligations set out in the Data Protection Legislation to move or replace any of those obligations.]

Both Parties shall comply with all applicable data protection requirements. This Clause shall not relieve either Party of its obligations set out in the Data Protection Legislation to move or replace any of those obligations.]

12.2 For the purposes of this Clause 12, the Client is the data controller and the Developer is the data processor.

For the purposes of this Clause 12, the Client is the data controller and the Developer is the data processor.

12.3 The type(s) of personal data, the scope, nature and purpose of the processing are set out in the Data Protection Policies.

[The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing, are set out in the Data Protection Policies.] **OR** [categories] of data subject, the scope, nature and purpose of the processing, and the duration of the processing.

12.4 The Client shall ensure that it obtains all necessary consents and notices required to enable the Developer to process personal data for the purposes described in the Data Protection Policies.

The Client shall ensure that it obtains all necessary consents and notices required to enable the Developer to process personal data to the Developer for the purposes described in the Data Protection Policies.

12.5 The Developer shall ensure that it implements appropriate technical and organisational measures (as required by law) to protect the personal data from unauthorised access, disclosure, destruction, loss, damage or alteration, taking into account the current state of the art in information security. Measures to be implemented are set out in Schedule 7;

The Developer shall ensure that it implements appropriate technical and organisational measures (as required by law) to protect the personal data processed by it in connection with this Agreement:

12.5.1 process the personal data in accordance with the written instructions of the Client, unless the Developer is required to process such personal data by law; and promptly notify the Client of such processing unless so by law;

process the personal data in accordance with the written instructions of the Client, unless the Developer is required to process such personal data by law; and promptly notify the Client of such processing unless so by law;

12.5.2 ensure that it implements appropriate technical and organisational measures (as required by law) to protect the personal data from unauthorised access, disclosure, destruction, loss, damage or alteration, taking into account the current state of the art in information security. Measures to be implemented are set out in Schedule 7;

implement appropriate technical and organisational measures (as required by law) to protect the personal data from unauthorised access, disclosure, destruction, loss, damage or alteration, taking into account the current state of the art in information security. Measures to be implemented are set out in Schedule 7;

S

12.5.3 ensure that employees with access to the personal data (whether or not they are contractually obliged to keep it confidential);

12.5.4 not transfer personal data outside of the UK without the prior written consent of the Client, only if the following conditions are satisfied:

a) the Client and the Developer have provided suitable safeguards

b) the Developer has provided enforceable rights and effective legal

c) the Developer has provided adequate safeguards under the Data Protection Act 1998, at a level of protection to any and all

d) the Developer has provided reasonable instructions given in advance by the Client in relation to the processing of the personal data.

12.5.5 assist the Client, in responding to any and all requests from the Client for ensuring its compliance with the Data Protection Act 1998, with respect to security, breach notifications, and consultations with supervisory authorities of the UK, but not limited to, the Information Commissioner.

12.5.6 notify the Client immediately on becoming aware of a personal data breach;

12.5.7 on the termination of the Client's return all personal data and delete (or otherwise dispose of) or return all copies thereof to the Client on termination of the Client's personal data as it is required to retain any of the

12.5.8 maintain complete records of all processing activities and technical and organisational measures implemented necessary to ensure compliance with Clause 12 and to allow for audits by the Client and to demonstrate compliance to the Client and to be audited by the Client.

12.6 [The Developer shall be responsible for its obligations with respect to the processing of personal data under this Agreement.]

OR

12.6 [The Developer shall be responsible for its obligations with respect to the processing of personal data under this Agreement without the prior written consent of the Client. If the Developer appoints such a sub-

12.6.1 enter into a sub-processing agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Developer under Clause 12 and which shall permit both the Developer and the sub-processor to fulfil those obligations; and

12.6.2 ensure that the sub-processor complies fully with its obligations under the Data Protection Act 1998 on Legislation.]

12.7 [In the event that the Client and the Developer are both responsible for the processing of personal data under this Agreement, they shall remain fully liable for all acts and

A

M

P

L

E

S

A

M

P

L

E

omissions of the su

12.8 Either Party may, a
this Clause 12, rep
similar terms that fo
shall apply and repl

ast <<insert period>> notice, alter
cable data processing clauses or
e certification scheme. Such terms
achment to this Agreement.]]

13. Confidentiality

13.1 Each Party underta
authorised in writing
this Agreement an
expiry:

provided by sub-Clause 13.2 or as
shall, at all times during the term of
> years] after its termination or

13.1.1 keep confide

rmation;

13.1.2 not disclose

tion to any other party;

13.1.3 not use any
contemplate

n for any purpose other than as
terms of this Agreement;

13.1.4 not make an
any Confide

ny way, or part with possession of

13.1.5 ensure that
contractors o
be a breach

officers, employees, agents, sub-
which, if done by that Party, would
Clauses 13.1.1 to 13.1.4 above.

13.2 Either Party may:

13.2.1 disclose any

to:

- a) any sub-con
 - b) any governm
 - c) any employe
- persons, par

Party;
or regulatory body; or
y or of any of the aforementioned

to such exte
this Agreeer
development
required by
party or b
confidential
under sub-C
body) obtain
undertaking
nearly as p
Confidential
for which the

for the purposes contemplated by
not limited to, the design and
development of the Toolkit), or as
Party shall first inform the person,
the Confidential Information is
disclosure is to any such body
employee or officer of any such
her Party a written confidentiality
n. Such undertaking should be as
of this Clause 13, to keep the
and to use it only for the purposes

13.2.2 use any Cor
any other p
Agreement,
through no t
Party must r
is not public

any other purpose, or disclose it to
only that it is at the date of this
date becomes, public knowledge
making such use or disclosure, that
the Confidential Information which

13.3 The provisions of t
their terms [indefir
termination or expi

tinue in force in accordance with
d of <<insert period>> after the
notwithstanding the termination of

this Agreement for a

14. **Term and Termination**

14.1 This Agreement shall be governed by the provisions of the law of the jurisdiction and the Toolkit and the Client under this Agreement.

14.2 Without prejudice to the rights, remedies, obligations and liabilities of either Party may terminate this Agreement by giving written notice to the other Party.

14.2.1 any sum owed by the other Party under any of the provisions of this Agreement not paid within <<insert period>> Business Days after the due date;

14.2.2 the other Party in material breach of any of the provisions of this Agreement and the breach is capable of remedy, and the other Party fails to remedy the breach within <<insert period>> Business Days after being given written notice of the breach and requiring it to be remedied;

14.2.3 an encumbrance, or where the other Party is a company, a charge, or any of the property or assets of that other Party;

14.2.4 the other Party is in an arrangement with its creditors or to an administration order (within the meaning of Section 86);

14.2.5 the other Party is a partnership, or firm, has a bankruptcy order made against it, or goes into liquidation (except for reconstruction or re-construction);

14.2.6 anything which is prohibited by the foregoing under the law of any jurisdiction of which either Party is a citizen;

14.2.7 that other Party ceases, to carry on business; or

14.2.8 control of the other Party is exercised by any person or connected persons not a party to this Agreement. For the purposes of this Clause 14, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.

14.3 The termination or expiry of this Agreement shall be without prejudice to any rights, remedies, obligations and liabilities of either Party which have already accrued to either Party.

14.4 On the termination or expiry of this Agreement:

14.4.1 all licences granted by the Developer by the Client under this Agreement shall terminate;

14.4.2 the Developer shall deliver to the Client all Site Materials and any and all copies of the Toolkit in its possession to the Client without undue delay;

14.4.3 any provisions of this Agreement that either expressly or impliedly survive the termination or expiry of this Agreement shall remain in full force and effect.

S

A

M

P

L

E

Commencement Date and, subject to the provisions of this Agreement, on the acceptance of the Website by the Client, the Developer of all sums due from the Client under this Agreement.

remedies which may be available to it, and the Client shall be entitled to terminate this Agreement with immediate effect by written notice to the other Party.

the other Party under any of the provisions of this Agreement not paid within <<insert period>> Business Days after the due date;

or material breach of any of the provisions of this Agreement and the breach is capable of remedy, and the other Party fails to remedy the breach within <<insert period>> Business Days after being given written notice of the breach and requiring it to be remedied;

, or where the other Party is a company, a charge, or any of the property or assets of that other Party;

arrangement with its creditors or to an administration order (within the meaning of Section 86);

or firm, has a bankruptcy order made against it, or goes into liquidation (except for reconstruction or re-construction);

foregoing under the law of any jurisdiction of which either Party is a citizen;

to cease, to carry on business; or

exercised by any person or connected persons not a party to this Agreement. For the purposes of this Clause 14, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.

shall be without prejudice to any rights, remedies, obligations and liabilities of either Party which have already accrued to either Party.

ent:

Developer by the Client under this Agreement shall terminate;

Site Materials and any and all copies of the Toolkit in its possession to the Client without undue delay;

that either expressly or impliedly survive the termination or expiry of this Agreement shall remain in full force and effect.

S

A

M

P

L

E

15. **Force Majeure**

15.1 Neither Party shall be liable for failure or delay in performing their obligations where such failure or delay is caused by the reasonable control of the affected Party.

failure or delay in performing their obligations where such failure or delay is caused by the reasonable control of the affected Party.

15.2 In the event that the affected Party cannot perform their obligations hereunder due to Force Majeure, the affected Party shall be entitled to a reasonable extension of time for performing those obligations [amounting to a period of up to 30 days during which their performance has been delayed].

In the event that the affected Party cannot perform their obligations hereunder due to Force Majeure, the affected Party shall be entitled to a reasonable extension of time for performing those obligations [amounting to a period of up to 30 days during which their performance has been delayed].

15.3 In the event that the affected Party cannot perform their obligations hereunder due to Force Majeure for a continuous period of <<insert period>>, the affected Party shall, at its discretion terminate this Agreement by written notice at the end of that period.

In the event that the affected Party cannot perform their obligations hereunder due to Force Majeure for a continuous period of <<insert period>>, the affected Party shall, at its discretion terminate this Agreement by written notice at the end of that period.

15.4 [In the event of termination under clause 15.3, the Parties shall agree upon a fair and reasonable payment for the Toolkit completed up to the date of termination. Such payment shall take into account any prior payments made and shall be entered into in reliance on the performance of this Agreement.]

[In the event of termination under clause 15.3, the Parties shall agree upon a fair and reasonable payment for the Toolkit completed up to the date of termination. Such payment shall take into account any prior payments made and shall be entered into in reliance on the performance of this Agreement.]

16. **Audit**

16.1 The Client shall have the right to audit the Developer's compliance with this Agreement [(including the Developer's compliance with the data processing provisions of Clause 2)] on giving <<insert period>> Business Days' written notice in writing. Audits under this Clause 16 may, at the Client's discretion, be conducted on-site or it may include an onsite audit of the Developer's systems.

The Client shall have the right to audit the Developer's compliance with this Agreement [(including the Developer's compliance with the data processing provisions of Clause 2)] on giving <<insert period>> Business Days' written notice in writing. Audits under this Clause 16 may, at the Client's discretion, be conducted on-site or it may include an onsite audit of the Developer's systems.

16.2 The Client shall inform the Developer of the identity of any auditors appointed by it under this Clause. External third-party auditors are appointed, shall be subject to suitable confidentiality obligations of confidentiality.

The Client shall inform the Developer of the identity of any auditors appointed by it under this Clause. External third-party auditors are appointed, shall be subject to suitable confidentiality obligations of confidentiality.

17. **No Waiver**

No failure or delay by either Party shall be deemed to be a waiver of any provision of this Agreement or a breach of the same or any other provision of this Agreement.

No failure or delay by either Party shall be deemed to be a waiver of any provision of this Agreement or a breach of the same or any other provision of this Agreement.

18. **Further Assurance**

Each Party shall execute such deeds, documents and things as may be necessary to carry out the provisions of this Agreement into full force and effect.

Each Party shall execute such deeds, documents and things as may be necessary to carry out the provisions of this Agreement into full force and effect.

19. **Costs**

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the preparation, execution and carrying into effect of this Agreement.

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the preparation, execution and carrying into effect of this Agreement.

S

A

M

P

L

E

20. **Assignment and Sub-Contracting**

20.1 [Subject to sub-Clause 12.6 and 20.2, this Agreement shall be binding on the Parties. Neither Party shall assign, sub-contract, or floating charge), sub-contract, or sub-contract or of the written consent of the other Party, which consent shall be withheld.

20.2 [Subject to sub-Clause 12.6 and 20.2, this Agreement shall be binding on the Parties. Neither Party shall assign, sub-contract, or floating charge), sub-contract, or sub-contract or of the written consent of the other Party, which consent shall be withheld.

ent] OR [Subject to sub-Clauses 12.6 and 20.2, this Agreement] is personal to the Party. Neither Party shall assign, sub-contract, or floating charge (otherwise than by way of a mortgage), sub-contract, or sub-contract or of its obligations hereunder without the written consent of the other Party, which consent not to be unreasonably withheld.

er] OR [The Developer] shall be entitled to perform the obligations hereunder to be undertaken by it through any other qualified and skilled sub-contractors. Any act or omission of the Developer or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Developer.]

21. **Relationship of the Parties**

Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency, or other relationship between the Parties other than the contractual relationship intended by the Parties in this Agreement.

Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency, or other relationship between the Parties other than the contractual relationship intended by the Parties in this Agreement.

22. **Third Party Rights**

22.1 Unless expressly stated otherwise, the provisions of this Agreement shall not confer rights on any third party (as defined in the Third Parties) Act 1998.

22.2 Subject to this Clause, the provisions of this Agreement shall continue and be binding on the transferee, successors, and assigns of the Party as required.

Nothing in this Agreement is intended to confer rights on any third party (as defined in the Third Parties) Act 1998.

Subject to this Clause, the provisions of this Agreement shall continue and be binding on the transferee, successors, and assigns of the Party as required.

23. **Notices**

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

23.2 Notices shall be deemed to have been given:

23.2.1 when delivered to the recipient by a registered messenger or other messenger (including a courier) at any time of the business hours of the recipient; or

23.2.2 when sent, by electronic mail or e-mail and a successful transmission is generated; or

23.2.3 on the fifth business day after the date of posting by ordinary mail; or

23.2.4 on the tenth business day after the date of posting by airmail, if mailed by airmail, postage prepaid.

In each case notices shall be deemed to have been given to the most recent address, e-mail address, or facsimile address of the Party.

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

Notices shall be deemed to have been given:

when delivered to the recipient by a registered messenger or other messenger (including a courier) at any time of the business hours of the recipient; or

when sent, by electronic mail or e-mail and a successful transmission is generated; or

on the fifth business day after the date of posting by ordinary mailing, if mailed by national ordinary mail; or

on the tenth business day after the date of posting by airmail, if mailed by airmail, postage prepaid.

In each case notices shall be deemed to have been given to the most recent address, e-mail address, or facsimile address of the Party.

S

24. **Entire Agreement**

24.1 [Subject to Clause 24.2, this Agreement is the entire agreement between the Parties and may not be modified except by a written instrument signed by the duly authorised representatives of the Parties.

Agreement contains the entire agreement between the Parties and may not be modified except by a written instrument signed by the duly authorised representatives of the Parties.

24.2 Each Party acknowledges that in entering into this Agreement, it does not rely on any representation, warranty, statement or other provision (made or intended to be made) other than those expressly provided in this Agreement.

Each Party acknowledges that in entering into this Agreement, it does not rely on any representation, warranty, statement or other provision (made or intended to be made) other than those expressly provided in this Agreement.

25. **Counterparts**

This Agreement may be executed in any number of counterparts and by the Parties to it on separate occasions. Each counterpart when so executed and delivered shall be an original, but all counterparts together shall constitute one and the same instrument.

This Agreement may be executed in any number of counterparts and by the Parties to it on separate occasions. Each counterpart when so executed and delivered shall be an original, but all counterparts together shall constitute one and the same instrument.

26. **Severance**

In the event that one or more provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

In the event that one or more provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

27. **Law and Jurisdiction**

27.1 This Agreement (including any dispute, controversy or claim arising out of or in connection with it) shall be governed by, and construed in accordance with, the law of England and Wales.

This Agreement (including any dispute, controversy or claim arising out of or in connection with it) shall be governed by, and construed in accordance with, the law of England and Wales.

27.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any dispute, controversy or claim arising out of or in connection with it) shall be referred to and determined by the courts of England and Wales.

Any dispute, controversy or claim between the Parties relating to this Agreement (including any dispute, controversy or claim arising out of or in connection with it) shall be referred to and determined by the courts of England and Wales.

SIGNED for and on behalf of the D
<<Name and Title of person signing>>

Authorised Signature

Date: _____

SIGNED for and on behalf of the C
<<Name and Title of person signing>>

A

M

P

L

E

Authorised Signature

Date: _____

S

A

M

P

L

E

Project Specification

<<Insert Project Specification>>

S

A

M

P

L

E

Acceptance Tests

<<Insert details of Acceptance Tests

Acceptance Retests

<<Insert details of Acceptance Retests

S

A

M

P

L

E

Project Fees

<<Insert details of Project Fees>>

S

A

M

P

L

E

Third-Party Software

<<Insert details of Third-Party Sof

S

A

M

P

L

E

Developer's Data Protection <<i>Name</i>>
<<Attach Notice or Policy>>]

S

A

M

P

L

E

Client's Data Protection <<insert
<<Attach Notice or Policy>>]

S

A

M

P

L

E

S

1. Data Processing

Scope

<<Insert description of the scope of processing to be carried out>>.

Nature

<<Insert description of the nature of processing to be carried out>>.

Purpose

<<Insert description of the purpose of processing to be carried out>>.

Duration

<<Insert details of the duration of processing>>.

2. Types of Personal Data

<<List the types of personal data to be processed>>.

3. Categories of Data Subject

<<List the categories of data subject to be processed>>.

4. Organisational and Technical Measures

<<Describe the organisational and technical measures to be implemented as referenced in 12.5.2>>.]

A

M

P

L

E