DATED

(1) <<Developer>>

(2) <<Client>>

FREELANCE SOFTWARE DEVELOPER'S AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

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

WHEREAS:

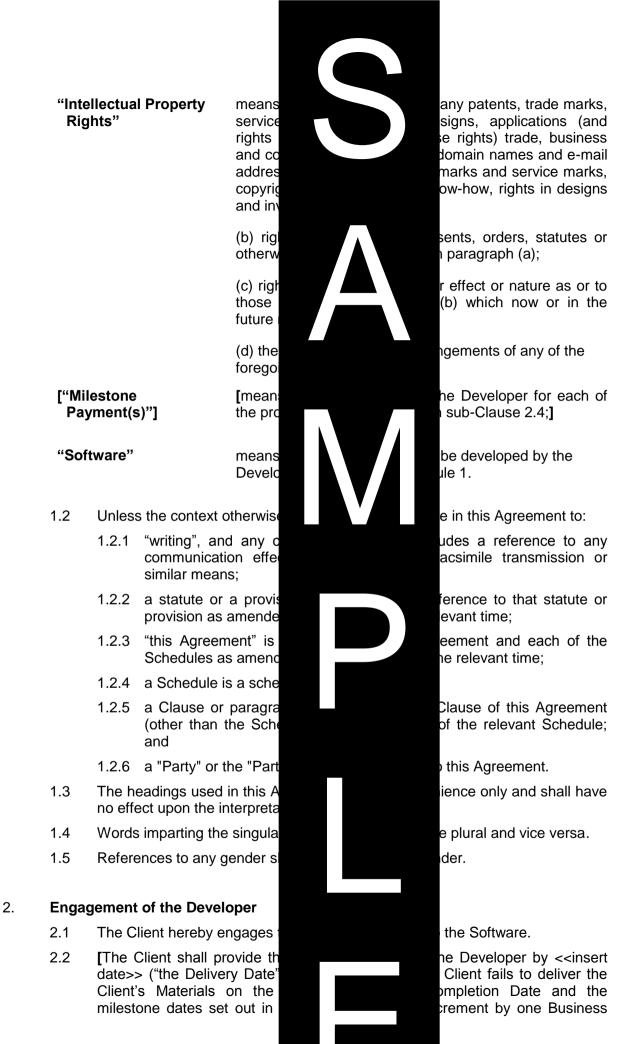
- (1) At all material times the Developer is engaged in the business of providing software development services to business clients.
- (2) At all material times the Client is engaged in the business of <<insert description>> and wishes to acquire the services of the Developer.
- (3) The Developer hereby agrees to provide his 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 the context otherwise requires, the following expressions have the following meanings:

"Business Day"	means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in < <insert location="">>;</insert>
["Client's Materials"]	[means the materials set out in Schedule 2 which the Client shall provide to the Developer for use in the development of the Software;]
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to, or in connection with, this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
["Fee"]	[means the consideration payable to the Developer for the Software as defined in Clause 5;]
["Initial Fee"]	[means the first sum payable to the Developer under Clause 5 prior to the payment of the Milestone Payments;]

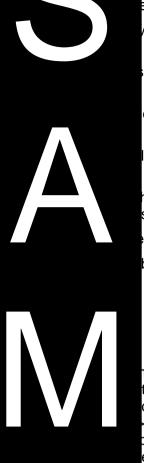


Day for each day that the de

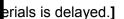
- 2.3 The Developer shall com Completion Date").
- 2.4 Prior to the Completion Date to] comply with the following
 - 2.4.1 Initial planning shall approval by <<insert
 - 2.4.2 Design ideas shall approval by <<insert
 - 2.4.3 Development reports dates: <<insert date>
 - 2.4.4 Alpha testing of the S
 - 2.4.5 Beta testing of the S
 - 2.4.6 The Software shall b <<insert date>>;
 - 2.4.7 <<insert additional m
- 2.5 The Developer acknowledg interest in the Software beir Client should have an a Accordingly, in the event tha the Completion Date, [the percentage>>% of the total damages from the total Fee that the Software is not prejudice to any right to c delay.
- 2.6 The Developer shall be res ensure that all work is perfor is wholly responsible for ens or any part of the Software care.
- 2.7 The Developer shall be res work at his own expense.

3. Nature of Engagement

- 3.1 The Developer shall at a Developer's activities and times under the Developer's
- 3.2 Subject to the provisions of responsible for organising k work is done and shall liais ensure that due account is development work to be pe other contractors, consultar Client.
- 3.3 The engagement under th







<<insert date>> ("the

e reasonable endeavours

ent for discussion and/or

lient for selection and/or

he Client on the following sert date>>;

by <<insert date>>;

by <<insert date>>;

for acceptance testing by

a legitimate commercial ppletion Date and that the t is not so completed. complete the Software by] OR [a sum of <<insert be deducted as liquidated er for each Business Day completion Date, without r remedy for any further

of the Software and shall are and, without limitation, rised by him to perform all ently and with reasonable

tion of any unsatisfactory

dent contractor and the or employees are at all control.

eloper shall at all times be he Software development Client's representative) to he timing of the Software ies of the Client and any ties also engaged by the

ly non-exclusive and the

Developer shall be entitled another worker with the Software. The Developer s the provision of the Software due to incapacity or for any Client's representative) that

- 3.4 Whenever possible and equipment, materials and re
- 3.5 The engagement and appendent of the engagement and appendent does not create any muture does not c

4. Self-Employment Status of the D

- 4.1 The Developer shall at all ti the status of a self-employe tax and national insurance respect of the consideration
- 4.2 The Developer hereby agre that may be made by the re income tax or national insurincluding interest and pena undertaken by the Develope
- 4.3 The Developer shall be resp
- 4.4 Nothing in this Agreement venture or employment relat
- 5. **Fee**
 - 5.1 [In consideration of the Soft Client shall pay to the Deve out in the Developer's quota

AND/OR

[In consideration of the Soft Client shall make the followi

- 5.1.1 The sum of £<<inser
- 5.1.2 The sum of £<<inser
- 5.1.3 The sum of £<<inser
- 5.1.4 The sum of £<<inser
- 5.1.5 The sum of £<<inser
- 5.1.6 The sum of £<<ir acceptance testing;
- 5.1.7 The sum of £<<ins Software;



b substitute or to employ berience to develop the such a substitute where nduly delayed by absence ation by the Client (or the

per shall use his own Vork.

er under this Agreement part of the Client or the ment and no continuing

contractor and shall have responsible for all income taxes or contributions in ement.

It in respect of any claims st the Client in respect of ilar taxes or contributions, ftware development work

and value added tax.

ate any partnership, joint rties.

and the Software itself the £<<insert sum>> [as set >].]

and the Software itself the othe Developer:

e initial planning;

e design ideas;

ach development report;

f alpha testing;

f beta testing;

ry of the Software for

tion and delivery of the

- 5.2 Payment of the [Initial] Fee following completion of the shall be made within <<ii Developer's invoice for the s
- 5.3 All payments made under the value added tax chargeable
- 5.4 No further payment shall be above the entitlement set payment shall be made to t by the Developer in complet

6. Intellectual Property

- 6.1 Upon receipt in full by the copyright and any and all of Software shall be deemed to be deemed to have waived out of Chapter IV of the Cop
- 6.2 Following the assignment Property Rights under sub Software for any purposes i the Software was originally of
- 6.3 [The copyright and any and the Client's Materials is, and at all times (subject to any a the Client may make to an warranty under sub-Clause bestow upon the Develope right to use the same for the

7. Warranties and Indemnity

- 7.1 The Developer represents, as follows:
 - 7.1.1 the Software [(save Developer and sha Property Rights, mor other rights whatsoe
 - 7.1.2 copyright in the Soft protection be valid a Kingdom [and the Universal Copyright
 - 7.1.3 no part of the Softw [<<insert jurisdiction blasphemous, offens shall not contain any the Data Protection the Regulation of light





ment] shall be made only oftware development and pt by the Client of the

expressly exclusive of any

for the Software over and nd, without limitation, no of any expenses incurred

due under Clause 5, the y Rights subsisting in the nt and the Developer shall ect of the Software arising nts Act 1988.

and all other Intellectual shall be free to use the to, the purpose for which

pperty rights subsisting in the property of the Client the Client's Materials that e, subject to the Client's greement shall operate to t's Materials save for the this Agreement.]

nd agrees with the Client

 shall be original to the pyright, other Intellectual , rights of publicity, or any

ne full period of copyright to the laws of the United Convention and/or the

s of [any jurisdiction] **OR** Wales>>] be obscene, natory of any person and an obtained in violation of of Information Act 2000, t 2000, the Privacy and

6

Electronic Commun Official Secrets Act legislation and noth constitute a contemp

- 7.1.4 the Developer sha otherwise dispose of the Software except any agreement or a rights under this Ag performance of his o
- 7.1.5 [subject to sub-Cla indemnify the Client from and against a (including without pr costs of the Client damages howsoever breach or non-perfor undertakings, warrar
- 7.2 [The total liability of the De £<<insert sum>>.]
- 7.3 The Client represents, war follows:
 - 7.3.1 [the Client's Materia infringe any copyrigh rights of privacy, rig any person;
 - 7.3.2 copyright in the Clie copyright protection United Kingdom [an the Universal Copyright
 - 7.3.3 the Client's Materials [<<insert jurisdiction blasphemous, offens shall not contain any the Data Protection the Regulation of In Electronic Commun Official Secrets Act legislation and noth published, constitute
 - 7.3.4 the Client shall not dispose of any rights Materials during the Agreement and sha which might conflict or might interfere wi under this Agreemen
 - 7.3.5 [subject to sub-Clau the Developer and I from and against a (including without pr

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Regulations 2003, the ous domestic or foreign oftware will, if published,

transfer, encumber or or any other rights in or to ent and shall not enter into conflict with the Client's ere with the Developer's erement;

ar hereby undertakes to all times fully indemnified claims, demands, costs of this provision the legal client basis), awards, or rectly – as a result of any of any of the Developer's this Agreement.

ement shall be limited to

agrees with the Client as

the Client and shall not perty Rights, moral rights, ther rights whatsoever of

bughout the full period of ursuant to the laws of the Berne Convention and/or

/s of [any jurisdiction] OR Wales>>] be obscene, natory of any person and en obtained in violation of of Information Act 2000, t 2000, the Privacy and Regulations 2003, the ous domestic or foreign Client's Materials will, if

, encumber or otherwise rights in or to the Client's t except pursuant to this reement or arrangement hts under this Agreement rmance of his obligations

 undertakes to indemnify all times fully indemnified claims, demands, costs of this provision the legal costs of the Develop damages howsoever breach or non-perf undertakings, warrar

7.4 [The total liability of the £<<insert sum>>.]

8. Confidentiality

- 8.1 Both Parties undertake tha authorised in writing by th continuance of this Agreeme
 - 8.1.1 keep confidential all
 - 8.1.2 not disclose any Con
 - 8.1.3 not use any Confide contemplated by this
 - 8.1.4 not make any copies any Confidential Info
 - 8.1.5 ensure that (as app agents or advisers d a breach of the provi
- 8.2 Subject to sub-Clause 8. Information to:
 - 8.2.1 any of their sub-cont
 - 8.2.2 any governmental or
 - 8.2.3 any of their employe sub-Clauses 8.2.1 or
- 8.3 Disclosure under sub-Claus necessary for the purposes law. In each case the discl Confidential Information is described in sub-Clause 8.2 a body, the disclosing Par written undertaking from th confidential and to use it o made.
- 8.4 Either Party may use any Co it to any other party, where knowledge through no fault
- 8.5 When using or disclosing C disclosing Party must ens Confidential Information whi
- 8.6 The provisions of this Claus terms, notwithstanding the terms



h-client basis), awards, or rectly – as a result of any of any of the Client's this Agreement.

ment shall be limited to

by sub-Clause 8.2 or as Il at all times during the bd>>] after its termination:

hy other party;

y purpose other than as

or part with possession of

tors, officers, employees, te by that Party, would be

isclose any Confidential

ppliers;

tory body; or

of any party described in

nly to the extent that is eement, or as required by orm the recipient that the the recipient is a body mployee or officer of such mit to the other Party a Confidential Information r which the disclosure is

r any purpose, or disclose ition is or becomes public

nder sub-Clause 8.4, the isclose any part of that e.

e in accordance with their nent for any reason.





9. Termination

- 9.1 Either Party may terminate without giving any reason fo
- 9.2 Without prejudice to the get terminate, notwithstanding have, in the following circum
 - 9.2.1 either Party fails to Agreement and suc within <<insert perio Party; or
 - 9.2.2 either Party goes in compulsory – sav reconstruction or am whole or any part of t
- 9.3 The termination of this Ag which have already accrued

10. Nature of the Agreement

- 10.1 This Agreement is persona mortgage, or charge (other of its rights hereunder, or obligations hereunder, exce consent not to be unreasona
- 10.2 This Agreement contains respect to its subject matter in writing signed by the duly
- 10.3 Each Party acknowledges the on any representation, wa provided in this Agreemen implied by statute or common by law.
- 10.4 No failure or delay by eithe Agreement shall be deeme either Party of a breach of a be a waiver of any subseque

11. Severance

The Parties agree that, in the e Agreement is found to be unlawfu provisions shall be deemed sever remainder of this Agreement shall b

12. Notices

12.1 All notices under this Agree if signed by, or on behalf o

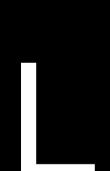




A









time without notice and

9.1, this Agreement shall medies the Parties may

s and obligations of this remedy, is not remedied uch failure from the other

tion – either voluntary or of bona fide corporate ver is appointed over the

It prejudice to any rights nder this Agreement.

either Party may assign, arge) [or sub-license] any vise delegate any of its nt of the other Party, such

etween the Parties with d except by an instrument es of the Parties.

greement, it does not rely on except as expressly arranties or other terms ne fullest extent permitted

hy of its rights under this t right, and no waiver by ement shall be deemed to r any other provision.

of the provisions of this nenforceable, that / those of this Agreement. The

nd be deemed duly given er of the Party giving the notice.

- 12.2 Notices shall be deemed to
 - 12.2.1 when delivered, if d registered mail) durir
 - 12.2.2 when sent, if trans transmission report of
 - 12.2.3 on the fifth busines ordinary mail, postag
 - 12.2.4 on the tenth busine postage prepaid.

In each case notices shall address, or facsimile numbe

13. Alternative Dispute Resolution

- 13.1 Any dispute or difference Agreement or its subject m agreed upon by the Parties then President of the Law conferred upon arbitrators b
- 13.2 The Parties hereby agree th and binding on both Parties.

14. Law and Jurisdiction

- 14.1 This Agreement (including a therefrom or associated th accordance with, the laws or
- 14.2 Subject to the provisions of or claim between the Partic contractual matters and obli shall fall within the jurisdiction



her messenger (including of the recipient; or

e-mail and a successful ted; or

g, if mailed by national

ng, if mailed by airmail,

st recent address, e-mail ty.



Parties relating to this a single arbitrator to be nt, to be appointed by the to have all of the powers d Wales.

bitrator shall [not] be final



ers and obligations arising red by, and construed in

controversy, proceedings ment (including any nonn or associated therewith) d and Wales.

IN WITNESS WHEREOF this Agreement before written

SIGNED by

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

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

SIGNED by

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

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



ed the day and year first

The Software <<Insert full details of the Software to be c

SC

Developer>>



