

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Developer>> [a number <<Company Regises <<insert Address>> ("Developeration")
- (2) <<Name of Client>> [a construction number <<Company Regises
 <insert Address>> ("Client")

WHEREAS:

- (1) The Developer carries on t
- (2) The Client wishes to er specification for which is se
- (3) The Developer agrees to upon the terms and condition

IT IS AGREED as follows:

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

"Acceptance Retests"

"Acceptance Tests"

["Bespoke Software"]

"Business Day"

"Change Request"

"Client Hardware"







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

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

levelopment and related services.

o develop certain software, the s Agreement ("the Software").

velopment Services to the Client

therwise requires, the following

b be agreed in accordance with ed out in the event of Defects as nd as annexed as Annex 1;

be agreed in accordance with ed out on the Software as set out nnexed as Annex 1;

re to be developed by the lly for the Client under this it in Schedule 4;]

er than Saturday or Sunday) on s are open for their full range of <insert location>>;

a change to the Software made

rs [and other equipment] upon use the Software, as set out in

"Completion Date" "Confidential Informatio **"Data Protection** Legislation" "personal data" "data subject" "data controller" "data processor" and "personal data breach" "Defect" "Defect Report" "Delivery Date" ["Developer Standard Software"] ["Developer Modified Software"] ["Development Phase"] "Development Services' "Documentation"

Plan:

which the Developer shall supply completed form to the Client, as Plan;

either Party, information which is ty by the other Party pursuant to this Agreement (whether orally ther medium, and whether or not pressly stated to be confidential

legislation in force from time to Kingdom applicable to data y including, but not limited to, the ained EU law version of the tion Regulation ((EU) 2016/679), the law of England and Wales, ern Ireland by virtue of section 3 ion (Withdrawal) Act 2018); the t 2018 (and regulations made the Privacy and Electronic gulations 2003 as amended;

meaning defined in Article 4 of

the Software that causes it to fail tance Tests;

fects compiled by the Developer Clause 9.4;

which the Developer shall deliver Client, as set out in the Project

e proprietary to the Developer ed as part of the Software without ut in Schedule 4;]

e proprietary to the Developer ed by the Developer for the Client re, as set out in Schedule 4;]

n of the overall Project Plan, as ;]

he services to be provided by the nt under this Agreement;

technical documentation to be loper to the Client, as set out in

"Installation Date"

"Intellectual Property Rights"

"Licence"

"Licensed Software"

"Licensed Users"

"Non-Developer Defect"

"Project Fees"

"Project Manager"

"Project Plan"

"Retest Period"

"Software"

"Software Development Services"

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which the Developer shall install Client Hardware, as set out in the

ts to inventions, copyright and ling moral rights), trade marks, main names, rights in get-up and and the right to sue for passing s, rights in computer software, ghts to use and protect the nfidential information (including secrets) and all other intellectual ther registered or unregistered, plications and rights to apply for wals or extensions of, and rights n, such rights and all similar or forms or protection which either t now or in the future in any part

ranted by the Developer to the nsed Software under Clause 13;

the Software consisting of the Software] AND/OR [Developer

licensed to use the Licensed n Schedule 3;

the Software that causes it to fail ceptance Tests that has been omission of the Client, or by any ed with the Client for whom the ponsibility;

be paid by the Client to the Software Development Services rates, as agreed by the Parties, e 6;

nager appointed by either Party I;

he development of the Software, e 5;

within which the Acceptance rried out, as specified in sub-

the software to be developed to the Client under

he services to be provided by the nt under this Agreement;

"Software Specification"

"Testing Period"

["Third-Party Software"]

1.2 Unless the context of

- 1.2.1 "writing", an communicat similar mear
- 1.2.2 a statute or provision as
- 1.2.3 "this Agreen Schedules a
- 1.2.4 a Schedule i
- 1.2.5 a Clause or (other than t
- 1.2.6 a "Party" or
- 1.3 The headings used no effect upon the in
- 1.4 Words imparting the
- 1.5 References to any g
- 1.6 References to perso

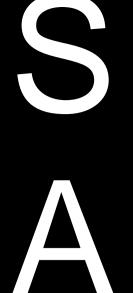
2. Appointment of the Deve

- 2.1 The Client hereby a such appointment t and conditions of th
- 2.2 The Developer shal
 - 2.2.1 provide the supplying the
 - 2.2.2 install and te
 - 2.2.3 provide the

3. Project Management and

3.1 Each Party shall a liaising with the oth

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ion of the Software, as set out in between the Developer and the ne Client's requirements for the hnical specification agreed upon ments;

thin which the Acceptance Tests as specified in sub-Clause 9.2;

proprietary to third parties which s part of the Software without ut in Schedule 4.]

reference in this Agreement to:

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

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

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

ement; and

e to a Clause of this Agreement raph of the relevant Schedule.

parties to this Agreement.

r convenience only and shall have ement.

clude the plural and vice versa.

other gender.

tions.

vices

nd the Developer hereby accepts ent Services, subject to the terms

ment Services for the purpose of with the Software Specification;

lient Hardware; and

per who shall be responsible for der this Agreement. Each Project Manager shall have matters, and the au

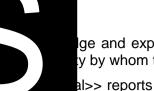
3.2 The Developer sha of the Developmer important matters re

4. Change Requests

- 4.1 In the event that the it shall submit a Ch change requiremen
- 4.2 Within <<insert peri Developer shall, in change shall have c
- 4.3 In the event that a 0 the changed Proje Developer's rates s
- 4.4 Within <<insert perinformation provide respective Project N determine whether that the change i Specification, and definitions), as appl
- 4.5 The Developer sha of the Client.

5. The Software

- 5.1 The Developer st reasonable care ar shall provide the S the Completion Dat
- 5.2 The Software shall
 - 5.2.1 [the Bespok
 - 5.2.2 [the Develop
 - 5.2.3 [the Develop
 - 5.2.4 [the Third-Pa
- 5.3 [The Bespoke Softv the terms and condi
- 5.4 [The [Developer St shall be supplied conditions of this Ag
- 5.5 [The Third-Party S licence terms provi which shall be supp and to comply with











re)

ge and experience of all relevant y by whom they are appointed.

al>> reports detailing the progress , such reports shall indicate any tion.

ement for change in the Software, eveloper in writing, setting out the

receipt of a Change Request, the tate the effect that the proposed ect Plan, and the Project Fees.

It in a change to the Project Fees, culated in accordance with the

of receipt by the Client of the der sub-Clause 4.2, the Parties' discuss the Change Request and he proposed change. In the event the Project Plan, the Software g but not limited to any affected accordingly.

inges without the prior agreement

are Development Services with able diligence and despatch, and vith the Software Specification by

the Developer in accordance with

DR [Developer Modified Software] accordance with the terms and

ed by the Developer under the d [party] **OR** [parties], copies of ent hereby agrees to be bound by

6. The Documentation

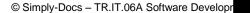
- 6.1 The Developer shal contain all informati
- 6.2 The Developer sh electronic>> form.
- 6.3 The Client shall ha extent reasonably r ensure that any a contained in the Do

7. The Development Service

- 7.1 The Developer shared required modification [Developer Stand accordance with the stand sta
- 7.2 The Developer sh conditions of this Ag
 - 7.2.1 deliver the S
 - 7.2.2 [carry out] carrying out] Retests as s
 - 7.2.3 provide the Completion
- 7.3 The Developer sha comply with all rea disruption to the Cli

8. Software Delivery and Ins

- 8.1 The Developer shal
- 8.2 In the event that the advance of the in Developer shall inf time before the E assistance as may preparations.
- 8.3 The Developer sha Hardware on or before
- 8.4 The Client shall b installed and fully Developer on the l Parties for the Soft Client shall ensure Developer on that d
- 8.5 In the event that the is delayed, the follow











tion which shall be up-to-date and pr the use of the Software.

entation in <<insert form, e.g.

pies of the Documentation to the the Software. The Customer shall hing Intellectual Property Rights in such copies.

e Software] **AND/OR** [make the odified Software] [and supply the **R** [Third-Party Software]] in the Software Specification.

accordance with the terms and

install it on the Client Hardware;

with all reasonable assistance in nd, where necessary, Acceptance

re in a completed state by the

prming the Development Services om the Client to ensure minimal

he Client by the Delivery Date.

Client to make any preparations in re on the Client Hardware, the requirements within a reasonable I provide such information and ed by the Client to make such

on of the Software on the Client

ring that the Client Hardware is ary Date and is available to the t to any agreement between the an earlier date, in which case the re is ready and available to the

or the installation of the Software

- 8.5.1 If the delay omissions of as applicable able to dem resulted in obligations u inform the C no greater th
- 8.5.2 If the delay omissions o Date and/or reflect the d that the Clie incurred as a

9. Acceptance Testing

- 9.1 Within <<insert pe [Developer] shall d and data for the Ac on the Software in Software Specificat OR [Developer] wit and data at the red the [Client] OR [De shall use reasonab Acceptance Retests
- 9.2 Within <<insert per shall have a <<inse shall carry out the A
- 9.3 [The [Developer] O the Acceptance Tes
- 9.4 In the event that the the Developer at the Developer shall, w Client's information reports of Defects i the Client in writing
- 9.5 Upon receipt by the mutually acceptable solutions and a suit
- 9.6 [In the event that a omission of the Cli whom the Develope not be considered a Non-Developer Def passed the Accept apply.]
- 9.7 Defects shall be rer [The Client may r Defects, however the comparison of the co

S











he Client or due to the acts or Date and/or the Installation Date, eflect the delay. If the Developer is ary evidence that such delay has the Developer of carrying out its Developer shall have the right to crease the Project Fees by a sum

Developer or due to the acts or third-party supplier, the Delivery applicable, shall be amended to be liable for any reasonable costs ith documentary evidence] it has ay.

this Agreement, the [Client] **OR** [Developer] the proposed criteria eptance Retests to be carried out e Software's compliance with the veloper] shall provide the [Client] in the preparation of such criteria [Developer]. Following receipt by criteria and test data, the Parties upon the Acceptance Tests and

Date, the [Client] **OR** [Developer] Day Testing Period during which it Software.

right to observe all or any part of the total to

ot passed, [the Client shall inform od of all Defects in writing and] the Business Days [of receipt of the sting Period] compile [the Client's ich the Developer shall provide to

ort, the Parties shall agree upon a efect Report and to agree upon enting such solutions.

to have been caused by an act or rty associated with the Client for uch a Non-Developer Defect shall s of the Acceptance Tests. If only oftware shall be deemed to have visions of sub-Clause 9.10 shall

at no additional cost to the Client. per remedy any Non-Developer re the right to charge the Client in

re)

full for such remedi for such work and to

- 9.8 Where applicable, necessary work to r [Client] **OR** [Develo Period during which (or the affected part
- 9.9 In the event that the the following option rights and remedies
 - 9.9.1 to require th upon a suit remedial wo fails the Ao repetition of sub-Clauses
 - 9.9.2 to accept the reduction in agreed upor Business Da Parties do r Client shall Clause 9.9.3
 - 9.9.3 to reject the Software Sp terminated i any and all s Agreement Days].
- 9.10 The Software shall Tests and (where a Defects remain (ex by the Client under the Software by m return to the Devel the Software shall commences live ru for the purposes of the normal course c

10. Project Plan

- 10.1 Both Parties shall p accordance with the
- 10.2 [The Developer sha in the Project Plan,
- 10.3 If any of the followi the time for the co Phase(s)]:

nt rates, as set out in Schedule 6, he same in advance.]

y the Developer of any and all during the Acceptance Tests, the t duration>> Business Day Retest ceptance Retests on the Software).

e not passed, the Client shall have put prejudice to the Client's other

he remaining Defects and to agree Idline for the completion of that eptance Retests. If the Software in, the Client may require the use 9.9.1 or it may proceed under

rent state, subject to a reasonable e to the Developer which shall be n writing within <<insert period>> f the Acceptance Retests. If the eduction within the time limit, the Software in accordance with sub-

ty for failure to comply with the eement. This Agreement shall be veloper shall refund to the Client Client to the Developer under this hin <<insert period>> Business

en accepted when all Acceptance tetests have been passed and no Defects and any Defects accepted Client shall confirm acceptance of Acceptance Form, which it shall y. Notwithstanding the foregoing, ave been accepted if the Client y part of the Software (other than a Tests or Acceptance Retests) in

oligations under this Agreement in

oment Phase by the date specified of sub-Clause 10.3.]

r shall be granted an extension of e] **OR [**the affected Development]

10.3.1 the Client m 4.1 and the implemented

10.3.2 a force maje

10.3.3 a delay is c Client, its en

10.4 In the event that th 10.3, it shall inform extension and, in reasonable estimate be provided to the beginning of the eve

10.5 The Parties' respec agree upon a reaso Clause 10, taking i the event relied u deemed amended a

11. Fees and Payment

- 11.1 The Client shall accordance with S Developer's invoice
- 11.2 Any and all sums [inclusive] of VAT.
- 11.3 The Client shall also of-pocket expenses obligations under agreement and] th expenditure.
- 11.4 If the Client fails to date for payment, t (including, but not interest on the over of that overdue sum
- 11.5 Interest under sub percentage>>% per to time, and at <<ir base rate is below 0

12. Intellectual Property Righ

- 12.1 The Parties heret Agreement, this Ag licences in, any Ir Standard Software] Party Software] or t
- 12.2 [The Developer sh subsisting in the [B until the Project F

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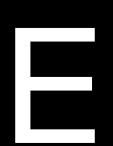












st in accordance with sub-Clause at the requested change is to be Clause 4.4;

out in Clause 25; or

art) by an act or omission of the ractors.

o an extension under sub-Clause he event relied upon to justify the majeure event, shall provide a he delay. Such written notice shall period>> Business Days of the

all use reasonable endeavours to any extensions granted under this ances surrounding the delay and sion. The Project Plan shall be

the Project Fees, calculated in sert period>> of receipt of the

reement shall be [exclusive] OR

Il reasonable travel and other outeloper in its performance of its ct to [the Client's prior written eloper of reasonable evidence of

to the Developer on or by the due of the Developer's other remedies Clause 23), the Client shall pay ate for payment until the payment judgment.

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

as expressly provided in this er the ownership of, or create any hts subsisting in the [Developer odified Software] **AND/OR** [Third-

the Intellectual Property Rights **DR** [Developer Modified Software] the Client. Upon receipt by the Developer of all su same to the Client and take all actions

12.3 [The Developer sha to serve as eviden AND/OR [Develope

13. Software Licence

13.1 The Developer here[<<add other varia[Developer StandarLicensed Software"

13.1.1 for any activ

- 13.1.2 for the pro support, mainformation
- 13.1.3 for the use a the Licensed for the amer
- 13.1.4 for use in co
- 13.2 The Licensed Softw the Client Hardware
 - 13.2.1 contractors any of the pu
 - 13.2.2 the number at the reque consent of withheld) an **OR [.]**
 - 13.2.3 [the License the Client Ha
 - 13.2.4 [in the even any reason, until the Clie

14. Software Licence Conditi

- 14.1 The Client shall have as are reasonably Licence and for bac
- 14.2 Ownership of any a shall at all times ren
 - 14.2.1 place a lab stating that t any proprie purposes;

shall assign the ownership of the arties shall execute all documents to that assignment.]

e maintained to a sufficient degree eation of the [Bespoke Software]

non-exclusive] **OR** [an exclusive] perpetual">>] licence to use the eveloper Modified Software] ("the as follows:

ient's business;

software facilities management, nt, disaster recovery, back-up, other related services;

in any database incorporated into tion and re-use of such data, and h data or database; and

or interconnected networks.

y the Licensed Users [and only on] exceptions:

ay use the Licensed Software for ause 13.1.2;

It in Schedule 3 may be amended time, subject to the prior written consent not to be unreasonably requisite fees by the Client [; and]

on any replacement hardware for

Hardware becomes unusable for nay be used on backup hardware is repaired [or replaced].]

h copies of the Licensed Software thereof in accordance with the es.

nsed Software or any part thereof and the Client shall:

tored on physical media, clearly of the Developer and incorporating ded by the Developer for such











14.2.2 ensure that notice provi notice is disp as supplied

14.2.3 at all times k

- 14.3 Subject to the provi
 - 14.3.1 sub-license, Licensed S Developer's
 - 14.3.2 enable acce limited to, via
- 14.4 The Client shall ha software.
- 14.5 The Client shall n Software without the
- 14.6 The Client shall no engineer the Licens

15. Confidentiality

- 15.1 Each Party underta authorised in writir continuance of this termination:
 - 15.1.1 keep confide
 - 15.1.2 not disclose
 - 15.1.3 not use any contemplate
 - 15.1.4 not make ar any Confide
 - 15.1.5 ensure that contractors of be a breach
- 15.2 Either Party may:
 - 15.2.1 disclose any
 - a) any sub-con
 - b) any governn
 - c) any employe persons, par

to such exte this Agreem Software De that Party s the Confide disclosure is employee or











ncorporate any proprietary rights or such purposes and that such on as it is in the Licensed Software

d in its possession and/or control.

.1, the Client shall not:

in any other way transfer the to another party without the

are in any way (including, but not who are not Licensed Users.

icensed Software with any other

ns or variations of the Licensed n consent.

ile, or in any other way reverseermitted by law.

vided by sub-Clause 15.2 or as it shall, at all times during the <insert period>> years] after its

rmation;

tion to any other party;

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

ny way or part with possession of

officers, employees, agents, subwhich, if done by that Party, would Clauses 15.1.1 to 15.1.4 above.

to:

Party;

r regulatory body; or

y or of any of the aforementioned

for the purposes contemplated by limited to, the provision of the as required by law. In each case on, party or body in question that fidential and (except where the der sub-Clause 15.2.1(b) or any y) obtaining and submitting to the

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re)

other Party question. S terms of the confidential is made; and

- 15.2.2 use any Cor other persor or at any tin fault of that not disclose knowledge.
- 15.3 The provisions of t their terms [indefir termination of this termination of this A

16. Data Protection

- 16.1 All personal data th shall be collected, the Data Protection Party of any obliga any obligations set
- 16.2 Complete details of of personal data ind data is used, the P data subjects' righ available in the Pa [available from <<in</p>

17. [Data Processing

17.1 [All personal data t under this Agreeme Data Processing Ag

OR

- 17.1 [The Parties hereby protection requirem
 17 shall not reliev
 Protection Legislat
 obligations.
- 17.2 For the purposes of Client is the data co
- 17.3 The type(s) of pers the scope, nature processing are set of
- 17.4 The Client shall ens required to enable t purposes described
- 17.5 The Developer sha

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v undertaking from the party in be as nearly as practicable in the ep the Confidential Information purposes for which the disclosure

any purpose, or disclose it to any it is at the date of this Agreement, nes, public knowledge through no use or disclosure, that Party must tial Information which is not public

tinue in force in accordance with of <<insert period>> after the e Licence], notwithstanding the ence for any reason.

n connection with this Agreement accordance with the provisions of his Agreement shall relieve either Protection Legislation or replace Legislation.

processing, storage, and retention , the purposes for which personal ing such personal data, details of sharing (where applicable) are rt name of notices or policies>> ached in Schedules 7 and 8].

Developer on behalf of the Client accordance with the terms of the the Parties on <<insert date>>.]

th comply with all applicable data Protection Legislation. This Clause obligations set out in the Data nove or replace any of those

islation and for this Clause 17, the error is the data processor.

OR [categories] of data subject, cessing, and the duration of the

Il necessary consents and notices onal data to the Developer for the

personal data processed by it in

relation to its perfor

- 17.5.1 process the unless the I data by law processing u
- 17.5.2 ensure that measures (a unauthorised destruction. harm resultin of the art in Measures to
- 17.5.3 ensure that data (wheth obliged to ke
- 17.5.4 not transfer written cons satisfied:
- a) the Client ar for the trans
- b) affected dat remedies;
- c) the Develop Legislation, personal dat
- d) the Develop advance by data.
- 17.5.5 assist the C requests fro Data Prote notifications, authorities c Commission
- 17.5.6 notify the Cl data breach;
- 17.5.7 on the Clier return all pe termination personal dat
- 17.5.8 maintain cor technical ar demonstrate the Client ar
- 17.6 [The Developer sha processing of perso OR

17.6 [The Developer sha

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ations under this Agreement:

e written instructions of the Client equired to process such personal romptly notify the Client of such ing so by law;

ble technical and organisational) to protect the personal data from hg, accidental loss, damage or be proportionate to the potential king into account the current state of implementing those measures. Schedule 9;

yees with access to the personal es or otherwise) are contractually nfidential;

side of the UK without the prior hly if the following conditions are

nave provided suitable safeguards

eable rights and effective legal

pations under the Data Protection evel of protection to any and all

easonable instructions given in to the processing of the personal

st, in responding to any and all ensuring its compliance with the respect to security, breach nd consultations with supervisory out not limited to, the Information

on becoming aware of a personal

elete (or otherwise dispose of) or all copies thereof to the Client on it is required to retain any of the

rds of all processing activities and ures implemented necessary to ause 17 and to allow for audits by d by the Client.

f its obligations with respect to the ement.]

f its obligations with respect to the

processing of pers consent of the Clie processor, the Deve

- 17.6.1 enter into a impose upor upon the De Developer a
- 17.6.2 ensure that that agreem
- 17.7 [In the event that t the processing of p and the Developer omissions of the su
- 17.8 Either Party may, a this Clause 17, rep similar terms that for shall apply and repl

18. [Data Security

With respect to any and all of the Client under this Agr

- 18.1 take all such pred integrity of such dat
- 18.2 make <<insert frequ and
- 18.3 in the event that Developer, promptl option, reimburse t Client in having suc

19. Warranties

- 19.1 Each Party hereby power and authori Agreement.
- 19.2 The Developer sh reasonable care a recognised practice industry, and in acc from time to time in
- 19.3 The Developer here
 - 19.3.1 the [Develop Software] A shall, prior to Clause 12.2 and the Dev Property Rig

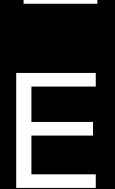












reement without the prior written Developer appoints such a sub-

h the sub-processor, which shall same obligations as are imposed 7 and which shall permit both the nose obligations; and

lies fully with its obligations under on Legislation.]

icts its obligations with respect to lause 17.6, as between the Client main fully liable for all acts and

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

essed by the Developer on behalf hall:

ably necessary to preserve the uption or loss of that data;

data using <<insert method(s)>>;

or lost due to any fault of the own expense or, at the Client's nable expenses incurred by the party.]

s to the other that it has the full erform its obligations under, this

ons under this Agreement with with generally established and ling in the software development ple laws, statutes, and regulations

nts that:

re)

AND/OR [the Developer Modified oftware] and the Documentation r licence to the Client under sub-, be proprietary to the Developer ssign and/or licence all Intellectual his Agreement;

- 19.3.2 the [Develop Software] Al set out in the accordance period>> fro 9.10, subje unauthorised
- 19.3.3 [the Third-Pa
- a) be suitable Specification
- b) be compatib Developer N necessary to Software Sp
- c) continue to AND/OR [th Software] a period>> fro Software.]
- 19.4 The sole remedies are set out in Claus
- 19.5 The warranties set conditions, whethe conditions of satisfa Agreement.
- 19.6 The Developer sha 19.3.2 for any failu Developer Modified such warranties t unauthorised modifi
- 19.7 [The Client hereby Third-Party Softwar by the third-party [s warranties are given of those warranties
- 19.8 [The Client has m reliance upon the Developer Standar AND/OR [the Bespon and the Software Software Specificat shall be deemed to Client against the co

20. Intellectual Property Righ

20.1 The Developer sha expenses arising ou the infringement of or in connection wi

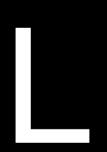
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AND/OR [the Developer Modified tware] shall meet all requirements and that the same shall perform in cification for a period of <<insert nce takes place under sub-Clause non-compliance arising out of reto by or on behalf of the Client;

nents as set out in the Software

Standard Software] **AND/OR** [the **/OR** [the Bespoke Software] as perform in accordance with the

e Developer Standard Software] Software] **AND/OR [**the Bespoke 3.3.3(b) for a period of <<insert y new version of the Third-Party

es contained in sub-Clause 19.3.1

re in lieu of all other warranties or including implied warranties or for purpose, with respect to this

e warranties given in sub-Clause tandard Software] **AND/OR** [the Bespoke Software] to comply with h failure is wholly caused by e by or on behalf of the Client.

nly warranties with respect to the the [licence] **OR** [licences] issued nereof. To the extent that any such eveloper shall pass on the benefit

uire the Third-Party Software in idations. In the event that [the he Developer Modified Software] tible with the Third-Party Software perform in accordance with the sub-Clause 19.3.3, the Developer use 19.3.3 and shall indemnify the eplacement software.]

against all damages, losses, and edings brought by a third party for tual Property Rights arising out of Software, the Documentation, or its receipt of the ber

- 20.1.1 promptly not
- 20.1.2 makes no a written cons
- 20.1.3 provides the Developer m
- 20.1.4 gives the D proceedings
- 20.2 The Developer sha infringement of a thi
 - 20.2.1 is caused so software not the excepti Hardware, p to entry into
 - 20.2.2 results sole Software by
- 20.3 In the event that the thereof in accordar jurisdiction to const Rights, then the De
 - 20.3.1 procure for Software or
 - 20.3.2 modify or re detracting fi remove the i
- 20.4 In the event that the the Developer's be the Licence shall be further remedies, in such termination.

21. Liability

- 21.1 Subject to sub-Clau in tort (including neo special, indirect, c charges, or expense
- 21.2 Subject to sub-Clau respect of any clain this Agreement [o negligence), contra £<<insert sum>>.
- 21.3 The limitations of lia

21.3.1 to any bread

21.3.2 to any bread Clause 15; Services, provided that the Client: ting of the claim or proceedings;

its without the Developer's prior

prmation and assistance that the nd

to defend or settle the claim or

es be liable for any claim for the perty Rights that:

f the Software in combination with in writing by the Developer (with system installed on any Client per was notified of the same prior

sed modifications made to the

ssion of the Software or any part is held by a court of competent a third party's Intellectual Property nd at its own expense:

ontinue using and possessing the or

the affected part thereof without nance of the same, in order to

p-Clause 20.3 above are not, after ailable, then this Agreement and judice to the Client's right to seek ny loss or damage arising out of

hall be liable to the other, whether presentation, or otherwise, for any economic loss, costs, damages,

Party's total liability to the other in arising out of or in connection with act], whether in tort (including or otherwise shall not exceed

se 21.2 shall not apply:

nent obligations under Clause 11; obligations of confidentiality under

- 21.3.3 to any liabili Agreement;
- 21.3.4 to any bread results in the the Client ot
- 21.3.5 to any bread to Intellectua
- 21.3.6 to the liabil Protection.
- 21.4 Nothing in this Agre or personal injury c terms implied by Se the Supply of Go misconduct of that I other form of liability

22. Insurance

- 22.1 The Developer sha <<insert period>> Insurance Policies Client]:
 - 22.1.1 public liabili sum>>;
 - 22.1.2 professional £<<insert su
 - 22.1.3 property dar sum>>;
 - 22.1.4 business in £<<insert su
 - 22.1.5 [<<insert ad
- 22.2 The Insurance Polic
 - 22.2.1 note the inte
 - 22.2.2 waive any ri respective a
 - 22.2.3 be primary a which may b
 - 22.2.4 prohibit the insurance, w
- 22.3 The Developer shal
 - 22.3.1 administer the all times to Agreement;
 - 22.3.2 take no action any way pre-













or under any indemnity under this

any regulatory requirement which or other sanction on the Client (or n of liability);

e provisions of Clause 12, relating

ler Clause 17, relating to Data

Ide either Party's liability for death gligence; fraud; any breach of the boods Act 1979 or by Section 2 of 1982; the deliberate or wilful ents, or sub-contractors; or for any or excluded by law.

s Agreement [and for a period of maintain in force the following any of repute [as approved by the

a minimum value of £<<insert

over with a minimum value of

ith a minimum value of £<<insert

ver with a minimum value of

ce cover as required>>.]

insurers against the Client and its oyees;

ribution from any other insurance and

ellation or non-renewal of such ritten consent.

its relationship with its insurers at for the Client as set out in this

y of the Insurance Policies or to in the Client under this Agreement;

22.3.3 procure that a way as t Policies as p





- 23.1 This Agreement sh date>> and shall c Services, subject t provisions of this Ag
- 23.2 Without prejudice to either Party may te notice to the other F
 - 23.2.1 any sum ov provisions o Business Da
 - 23.2.2 the other P provisions o fails to reme given writter to be remedi
 - 23.2.3 an encumbr company, a that other Pa
 - 23.2.4 the other Pa being a com the meaning
 - 23.2.5 the other Pa made again the purpose
 - 23.2.6 anything an jurisdiction c
 - 23.2.7 the other Pa
 - 23.2.8 control of the persons not For the purp shall have the respectively
 - 23.2.9 any warranty
- 23.3 For the purposes of of remedy if the Par respects.
- 23.4 The Client may te notice to the Develo
 - 23.4.1 the Software is rejecting t
 - 23.4.2 the Supplier 19.8.]

ce Policies are not altered in such to the Client of those Insurance s Agreement.

Commencement Date of <<insert ion of the Software Development s Clause 23 and other relevant

edies which may be available to it, with immediate effect by written

e other Party under any of the ot paid within <<insert period>> yment;

r material breach of any of the the breach is capable of remedy, riod>> Business Days after being lars of the breach and requiring it

, or where the other Party is a f any of the property or assets of

arrangement with its creditors or, to an administration order (within 86);

or firm, has a bankruptcy order , goes into liquidation (except for ion or re-construction);

foregoing under the law of any her Party;

o cease, to carry on business;

ed by any person or connected rty on the date of this Agreement. "control" and "connected persons" ereto by Sections 1124 and 1122 ct 2010; or

und to be untrue or misleading.

each shall be considered capable with the provision in question in all

with immediate effect by written

cceptance Retests and the Client se 9.9.3[.] **OR** [; or

its obligations under sub-Clause



re)

- 23.5 The termination of remedies, obligation Parties under this A
- 23.6 The Client may ter Developer. On term Developer or, at the Licensed Software a of the Licensed Soft or on any other equideleted.
- 23.7 This Agreement sh the Licence, but the Licence.

24. Effects of Termination

Upon termination of this Ag

- 24.1 any sum owing by Agreement shall be
- 24.2 each Party shall, as other Party any documentation belo licence granted by t any part thereof, o same and shall cer or deleted;
- 24.3 each Party shall (e. required by any immediately cease Information, and sh at the other Party materials in its poss Information and sh Information has be deleted. In the ev retained, the Party retention in writing;
- 24.4 notwithstanding the copies of any Con incorporated into ar the extent necessar
- 24.5 [the Developer sha to the Client all do and any other mat Agreement which otherwise), to the e the Developer sha Property Rights su already been assigr
- 24.6 all Clauses which, e the expiry or termina

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e without prejudice to any rights, re already accrued to either of the

any time by written notice to the he Client shall either return to the lestroy all material copies of the on and shall ensure that all copies y, whether on the Client Hardware led by the Client, are permanently

ly on the expiry or termination of this Agreement shall not affect the

under any of the provisions of this nd payable;

cticable and possible, return to the and all related materials and t is not the subject of a current any and all copies of the whole or ption, shall destroy or delete the r Party that it has been destroyed

red to in Clause 15 or as may be overnment or regulatory body), or indirectly, any Confidential delete, or return to the other Party, nts, digital media, or any other contain or record any Confidential e other Party that no Confidential the same has been destroyed or al Information is required to be ill inform the other Party of such

use 24.3, the Client may retain onging to the Developer that are at the Client is entitled to retain to of the same;

y practicable and possible, deliver rograms (including source code), to supply and assign under this ermination (whether complete or e been paid for by the Client, and the ownership of the Intellectual extent that such rights have not of Clause 12;]

ir nature, relate to the period after hall remain in full force and effect;

- 24.7 termination shall no which the terminatir termination or any may have in respe before the date of te
- 24.8 other than as set o rights, neither Party

25. Force Majeure

- 25.1 No Party to this Agr their obligations wh beyond the reasona limited to: power fai unrest, fire, flood, governmental action in question.
- 25.2 [In the event that a hereunder as a rea period>>, the other written notice at the Parties shall agree Development Servio shall take into acc reliance on the perfe

26. No Waiver

No failure or delay by eithe shall be deemed to be a wa of any provision of this Agr breach of the same or any

27. Further Assurance

Each Party shall execute may be necessary to carry

28. **Costs**

Subject to any provisions own costs of and incident into effect of this Agreemer

29. Set-Off

[Neither] **OR** [Either] Party payments due or sums rec other agreement at any tim



right to damages or other remedy pect of the event giving rise to the or other remedy which any Party s Agreement which existed at or

except in respect of any accrued er obligation to the other.

r any failure or delay in performing ay results from any cause that is Such causes include, but are not vider failure, industrial action, civil acts of terrorism, acts of war, is beyond the control of the Party

t cannot perform their obligations a continuous period of <<insert tion terminate this Agreement by the event of such termination, the phable payment for the Software ate of termination. Such payment ual commitments entered into in ent.]

of its rights under this Agreement waiver by either Party of a breach to be a waiver of any subsequent

deeds, documents and things as eement into full force and effect.

ty to this Agreement shall pay its eparation, execution and carrying

off any sums in any manner from laim under this Agreement or any

30. Assignment and Sub-Cor

- 30.1 [Subject to sub-Cl Neither Party may charge) or sub-lice sub-contract or othe written consent of withheld].
- 30.2 [[Subject to sub-C perform any of the its group or through omission of such o this Agreement, be

31. Time

31.1 [The Parties agree be of the essence o

OR

31.2 [The Parties agree for guidance only a varied by mutual ag S



referred to in this Agreement are ce of this Agreement and may be rties.1

referred to in this Agreement shall

nent is personal to the Parties.

arge (otherwise than by floating

te any of its rights hereunder, or

obligations hereunder without the

consent not to be unreasonably

[Each] Party shall be entitled to

y it through any other member of

killed sub-contractors. Any act or

tractor shall, for the purposes of mission of the Party in question.

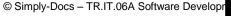
emed to constitute a partnership, between the Parties other than the s Agreement.

ement and for a period of <<insert loy or contract the services of any se engaged by the other Party at out the express written consent of

ement and for a period of <<insert cit or entice away from the other h solicitation or enticement would arty [without the express written]

nfer rights on any third parties and arties) Act 1999 shall not apply to

ent is intended to benefit and shall of third party / parties>> for the Parties) Act 1999 and, subject



32. Relationship of the Partie

Nothing in this Agreement joint venture, agency or oth contractual relationship exp

33. Non-Solicitation

- 33.1 Neither Party shall, period>> after its te person who is or w any time in relation that Party].
- 33.2 Neither Party shall, period>> after its te Party any customer cause damage to consent of that Part

34. Third Party Rights

- 34.1 [No part of this Agre accordingly the Cor this Agreement.]
- OR 34.2 [The Parties acknow so benefit <<insert

purposes of the C

thereto, the Parties third parties under t

34.3 Subject to this Clau transferee, success

35. Notices

- 35.1 All notices under th if signed by, or on notice.
- 35.2 Notices shall be dee
 - 35.2.1 when delive registered m
 - 35.2.2 when sent, transmission
 - 35.2.3 on the fifth ordinary mai
 - 35.2.4 on the tent postage pre

In each case notice address, or facsimil

36. Entire Agreement

- 36.1 [Subject to Clause agreement between be modified except representatives of t
- 36.2 Each Party acknow on any represent innocently or neglig

37. Counterparts

This Agreement may be Parties to it on separate co shall be an original, but a same instrument.

38. Severance

In the event that one or unlawful, invalid or otherwis severed from the remaind shall be valid and enforcea

39. **Dispute Resolution**

39.1 The Parties shall at

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S











to confer any rights on any other

all continue and be binding on the Party as required.

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

given:

ier or other messenger (including ss hours of the recipient; or

nile or e-mail and a successful s generated; or

g mailing, if mailed by national

ng mailing, if mailed by airmail,

the most recent address, e-mail other Party.

Agreement contains the entire to its subject matter and may not ing signed by the duly authorised

to this Agreement, it does not rely ince or other provision (made y provided in this Agreement.

nber of counterparts and by the when so executed and delivered ther shall constitute one and the

of this Agreement is found to be hose provision(s) shall be deemed The remainder of this Agreement

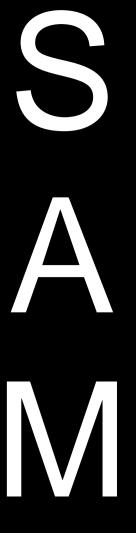
ute arising out of or relating to this

Agreement through have the authority to

- 39.2 [If negotiations un <<insert period>> d attempt to resolve Dispute Resolution
- 39.3 [If the ADR proced within <<insert period not participate in arbitration by either
- 39.4 The seat of the arbitration sha Arbitration as agree unable to agree on may, upon giving v Deputy President fo the appointment of that may be require
- 39.5 Nothing in this Cla applying to a court f
- 39.6 The Parties hereby dispute resolution u Parties.

40. Law and Jurisdiction

- 40.1 This Agreement (in therefrom or assoc accordance with, th
- 40.2 Subject to the pro controversy, proce Agreement (includi therefrom or associ of England and Wal





eir appointed representatives who

o not resolve the matter within tation to negotiate, the parties will th through an agreed Alternative

B9.2 does not resolve the matter at procedure, or if either Party will he dispute may be referred to

39.3 shall be England and Wales. rbitration Act 1996 and Rules for In the event that the Parties are Rules for Arbitration, either Party r Party, apply to the President or hartered Institute of Arbitrators for prs and for any decision on rules

either Party or its affiliates from

nd outcome of the final method of [not] be final and binding on both

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

dispute resolution), any dispute, en the Parties relating to this matters and obligations arising within the jurisdiction of the courts SIGNED for and on behalf of the E <<Name and Title of person signir

Authorised Signature

Date: _____

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

Authorised Signature

Date: _____

e C nir	
e C nir	
lopr	re)

Software Specification <<Insert Software Specification>>



The Documentation << Insert details of Documentation:



1. Client Hardware <<Insert details of Client Hardware

2. Licensed Users <<Insert details of Licensed Users



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re)

The Software

[1. Bespoke Software <<Insert details of Bespoke Softwa

[2. Developer Standard Software <<Insert details of Developer Stan

[3. Developer Modified Software << Insert details of Developer Modi

[4. Third-Party Software <<Insert details of Third-Party Soft



Project Plan <<Insert detailed Project Plan inc (optionally, if desired) developmen



installation, and completion, and

1. Project Fees <<Insert details of Project Fees>>

2. Developer's Rates <<Insert relevant fees charged by

Developer's Data Protection <<i

<<Attach Notice or Policy>>]



Client's Data Protection <<inser

<<Attach Notice or Policy>>]

\$:>> re)

1. Personal Data Processing

Scope <<Insert description of the scope d</pre>

Nature <<Insert description of the nature

Purpose <

Duration <<Insert details of the duration of t

2. Types of Personal Data <<List the types of personal data t</pre>

3. Categories of Data Subject <<List the categories of data subje

4. Organisational and Technical <<Describe the organisational and 17.5.2>>.



rried out>>.

arried out>>.

sing is to be carried out>>.

res be implemented as referenced in

34

Acceptance Tests

<<Insert details of Acceptance Tes

Acceptance Retests

<<Insert details of Acceptance Re

