SOFTWARE DEVELOPMENT AGREEMENT

SAMPLE

THIS AGREEMENT is made the

BETWEEN:

(1) <<Name of Developer>> **[a** <<Country of Registration>> under number <<Company Regis se registered office is at**] OR [**of**]** <<insert Address>> ("Deve

(2) <<Name of Client>> **[**a c <<Country of Registration>> under number <<Company Regis se registered office is at**] OR [**of**]** <<insert Address>> ("Clien

WHEREAS:

(1) The Developer carries on t development and related services.

(2) The Client wishes to e develop certain software, the specification for which is se s Agreement ("the Software").

(3) The Developer agrees to evelopment Services to the Client upon the terms and conditi

IT IS AGREED as follows:

1. **Definitions and Interpreta**

    1.1 In this Agreement otherwise requires, the following expressions have th

    "Acceptance Retests" be agreed in accordance with ed out in the event of Defects as and as annexed as Annex 1;

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

    ["Bespoke Software"] re to be developed by the lly for the Client under this t in Schedule 4;**]**

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

    "Change Request" a change to the Software made

    "Client Hardware" rs **[**and other equipment**]** upon use the Software, as set out in

"Completion Date" ... which the Developer shall supply ... completed form to the Client, as ... Plan;

"Confidential Informatio... 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

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

"personal data"
"data subject"
"data controller"
"data processor" and
"personal data breach" ... meaning defined in Article 4 of

"Defect" ... the Software that causes it to fail ... tance Tests;

"Defect Report" ... efects compiled by the Developer ... lause 9.4;

"Delivery Date" ... which the Developer shall deliver ... Client, as set out in the Project

["Developer Standard Software"] ... e proprietary to the Developer ... d as part of the Software without ... ut in Schedule 4;**]**

["Developer Modified Software"] ... e proprietary to the Developer ... d by the Developer for the Client ... re, as set out in Schedule 4;**]**

["Development Phase"] ... n of the overall Project Plan, as ... ;**]**

"Development Services' ... he services to be provided by the ... nt under this Agreement;

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

"Installation Date" ... which the Developer shall install ... Client Hardware, as set out in the ...

"Intellectual Property Rights" ... ts to inventions, copyright and ... ding 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 ...

"Licence" ... ranted by the Developer to the ... nsed Software under Clause 13;

"Licensed Software" ... f the Software consisting of the ... Software] AND/OR [Developer ...

"Licensed Users" ... licensed to use the Licensed ... n Schedule 3;

"Non-Developer Defect" ... the Software that causes it to fail ... cceptance Tests that has been ... omission of the Client, or by any ... ed with the Client for whom the ... sponsibility;

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

"Project Manager" ... nager appointed by either Party ... ;

"Project Plan" ... e development of the Software, ... e 5;

"Retest Period" ... within which the Acceptance ... rried out, as specified in sub-...

"Software" ... the software to be developed ... e Developer to the Client under ...

"Software Development Services" ... e services to be provided by the ... nt under this Agreement;

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

"Testing Period" ... thin which the Acceptance Tests ... as specified in sub-Clause 9.2;

["Third-Party Software"] ... proprietary to third parties which ... s part of the Software without ... ut in Schedule 4.**]**

1.2 Unless the context ... reference in this Agreement to:

1.2.1 "writing", an ... ion, includes a reference to any communicat... nic or facsimile transmission or similar mear...

1.2.2 a statute or ... e is a reference to that statute or provision as ... at the relevant time;

1.2.3 "this Agreen... this Agreement and each of the Schedules a... nted at the relevant time;

1.2.4 a Schedule i... ement; and

1.2.5 a Clause or ... ce to a Clause of this Agreement (other than t... graph of the relevant Schedule.

1.2.6 a "Party" or t... parties to this Agreement.

1.3 The headings used ... r convenience only and shall have no effect upon the i... ement.

1.4 Words imparting the ... clude the plural and vice versa.

1.5 References to any g... other gender.

1.6 References to pers... tions.

2. **Appointment of the Deve... vices**

2.1 The Client hereby a... nd the Developer hereby accepts such appointment t... ent Services, subject to the terms and conditions of th...

2.2 The Developer shal...

2.2.1 provide the ... ment Services for the purpose of supplying th... e with the Software Specification;

2.2.2 install and te... lient Hardware; and

2.2.3 provide the D...

3. **Project Management and...**

3.1 Each Party shall a... ger who shall be responsible for liaising with the oth... nder this Agreement. Each Project

Manager shall have <<...>>lge and experience of all relevant matters, and the au<<...>>y by whom they are appointed.

3.2 The Developer shal<<...>>al>> reports detailing the progress of the Developmen<<...>>, such reports shall indicate any important matters re<<...>>tion.

4. **Change Requests**

4.1 In the event that the<<...>>ement for change in the Software, it shall submit a Ch<<...>>eveloper in writing, setting out the change requiremen<<...>>

4.2 Within <<insert peri<<...>>receipt of a Change Request, the Developer shall, in<<...>>tate the effect that the proposed change shall have o<<...>>ect Plan, and the Project Fees.

4.3 In the event that a C<<...>>lt in a change to the Project Fees, the changed Proje<<...>>culated in accordance with the Developer's rates s<<...>>

4.4 Within <<insert pe<<...>>of receipt by the Client of the information provide<<...>>der sub-Clause 4.2, the Parties' respective Project M<<...>>discuss the Change Request and determine whether<<...>>e proposed change. In the event that the change i<<...>>the Project Plan, the Software Specification, and t<<...>>g but not limited to any affected definitions), as appl<<...>>accordingly.

4.5 The Developer sha<<...>>anges without the prior agreement of the Client.

5. **The Software**

5.1 The Developer sh<<...>>are Development Services with reasonable care an<<...>>able diligence and despatch, and shall provide the S<<...>>ith the Software Specification by 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 Softw<<...>>the Developer in accordance with the terms and condi<<...>>

5.4 **[**The **[**Developer St<<...>>**OR [**Developer Modified Software**]** shall be supplied<<...>>accordance with the terms and conditions of this Ag<<...>>

5.5 **[**The Third-Party S<<...>>ed by the Developer under the licence terms provi<<...>>d **[**party**] OR [**parties**]**, copies of which shall be supp<<...>>ent hereby agrees to be bound by and to comply with<<...>>

6. **The Documentation**

6.1 The Developer shal[...]tion which shall be up-to-date and contain all informati[...] [fo]r the use of the Software.

6.2 The Developer sh[...][docum]entation in <<insert form, e.g. electronic>> form.

6.3 The Client shall ha[...][co]pies of the Documentation to the extent reasonably r[...] [the] Software. The Customer shall ensure that any a[...][concer]ning Intellectual Property Rights contained in the Do[...] in such copies.

7. **The Development Service[s]**

7.1 The Developer sha[...] [th]e Software**] AND/OR [**make the required modificatio[...][M]odified Software**] [**and supply the **[**Developer Stand[...][O]R [**Third-Party Software**]]** in accordance with the[...] the Software Specification.

7.2 The Developer sh[...] accordance with the terms and conditions of this Ag[...]

7.2.1 deliver the S[...] install it on the Client Hardware;

7.2.2 **[**carry out**] [...]** with all reasonable assistance in carrying out**]** [...] [a]nd, where necessary, Acceptance Retests as s[...]

7.2.3 provide the [...][Softwa]re in a completed state by the Completion [...]

7.3 The Developer sha[...][perf]orming the Development Services comply with all rea[...] [fr]om the Client to ensure minimal disruption to the Cli[...]

8. **Software Delivery and Ins[tallation]**

8.1 The Developer shall [...] [t]he Client by the Delivery Date.

8.2 In the event that the[...] [the] Client to make any preparations in advance of the in[...] [softwa]re on the Client Hardware, the Developer shall inf[...] requirements within a reasonable time before the D[...] [shal]l provide such information and assistance as may [...] [requir]ed by the Client to make such preparations.

8.3 The Developer sha[...][installati]on of the Software on the Client Hardware on or bef[...]

8.4 The Client shall b[...] [ensu]ring that the Client Hardware is installed and fully [...] [Deliv]ery Date and is available to the Developer on the [...] [subjec]t to any agreement between the Parties for the Soft[...] [on] an earlier date, in which case the Client shall ensure [...] [Hardwa]re is ready and available to the Developer on that d[...]

8.5 In the event that the [...] or the installation of the Software is delayed, the follo[...]

8.5.1 If the delay [is] [obscured] he Client or due to the acts or omissions of [obscured] Date and/or the Installation Date, as applicable [obscured] eflect the delay. If the Developer is able to dem[obscured] ary evidence that such delay has resulted in [obscured] he Developer of carrying out its obligations u[obscured] e Developer shall have the right to inform the C[obscured] crease the Project Fees by a sum no greater th[obscured]

8.5.2 If the delay [obscured] Developer or due to the acts or omissions o[obscured] third-party supplier, the Delivery Date and/or [obscured] s applicable, shall be amended to reflect the d[obscured] be liable for any reasonable costs that the Clie[obscured] th documentary evidence] it has incurred as [obscured] ay.

9. **Acceptance Testing**

9.1 Within <<insert pe[obscured] this Agreement, the [Client] OR [Developer] shall d[obscured] [Developer] the proposed criteria and data for the Ac[obscured] eptance Retests to be carried out on the Software in [obscured] e Software's compliance with the Software Specificat[obscured] veloper] shall provide the [Client] OR [Developer] wit[obscured] in the preparation of such criteria and data at the re[obscured] [Developer]. Following receipt by the [Client] OR [De[obscured] criteria and test data, the Parties shall use reasonab[obscured] upon the Acceptance Tests and Acceptance Retests[obscured].

9.2 Within <<insert per[obscured] Date, the [Client] OR [Developer] shall have a <<inse[obscured] Day Testing Period during which it shall carry out the A[obscured] Software.

9.3 **[The [Developer] O[obscured] right to observe all or any part of the Acceptance Tes[obscured] t by the [Client] OR [Developer].]**

9.4 In the event that the[obscured] ot passed, **[**the Client shall inform the Developer at the[obscured] d of all Defects in writing and**]** the Developer shall, w[obscured] Business Days **[**of receipt of the Client's information[obscured] sting Period**]** compile **[**the Client's reports of Defects i[obscured] ich the Developer shall provide to the Client in writing [obscured].

9.5 Upon receipt by the[obscured] ort, the Parties shall agree upon a mutually acceptable[obscured] efect Report and to agree upon solutions and a suit[obscured] enting such solutions.

9.6 **[**In the event that a[obscured] o have been caused by an act or omission of the Cli[obscured] rty associated with the Client for whom the Develope[obscured] uch a Non-Developer Defect shall not be considered [obscured] s of the Acceptance Tests. If only Non-Developer Def[obscured] oftware shall be deemed to have passed the Accept[obscured] ovisions of sub-Clause 9.10 shall apply.**]**

9.7 Defects shall be re[obscured] at no additional cost to the Client. **[**The Client may [obscured] per remedy any Non-Developer Defects, however th[obscured] ve the right to charge the Client in

full for such remedi... nt rates, as set out in Schedule 6, for such work and to ... the same in advance.**]**

9.8 Where applicable, ... y the Developer of any and all necessary work to ... during the Acceptance Tests, the **[**Client**] OR [**Develo... t duration>> Business Day Retest Period during which ... ceptance Retests on the Software (or the affected part...).

9.9 In the event that the ... e not passed, the Client shall have the following option... ut prejudice to the Client's other rights and remedies...:

9.9.1 to require th... e remaining Defects and to agree upon a suit... dline for the completion of that remedial wo... eptance Retests. If the Software fails the A... in, the Client may require the repetition of ... use 9.9.1 or it may proceed under sub-Clauses...

9.9.2 to accept the ... rent state, subject to a reasonable reduction in ... e to the Developer which shall be agreed upon ... n writing within <<insert period>> Business Da... f the Acceptance Retests. If the Parties do n... eduction within the time limit, the Client shall ... Software in accordance with sub-Clause 9.9.3...

9.9.3 to reject the ... ty for failure to comply with the Software Sp... eement. This Agreement shall be terminated i... veloper shall refund to the Client any and all s... Client to the Developer under this Agreement ... hin <<insert period>> Business Days**]**.

9.10 The Software shall ... en accepted when all Acceptance Tests and (where a... Retests have been passed and no Defects remain (ex... Defects and any Defects accepted by the Client under ... Client shall confirm acceptance of the Software by m... Acceptance Form, which it shall return to the Devel... y. Notwithstanding the foregoing, the Software shall ... ave been accepted if the Client commences live ru... y part of the Software (other than for the purposes of ... e Tests or Acceptance Retests) in the normal course o...

10. **Project Plan**

10.1 Both Parties shall p... bligations under this Agreement in accordance with the...

10.2 **[**The Developer sha... ment Phase by the date specified in the Project Plan, ... of sub-Clause 10.3.**]**

10.3 If any of the followi... r shall be granted an extension of the time for the co... e**] OR [**the affected Development Phase(s)**]**:

10.3.1 the Client m... st in accordance with sub-Clause 4.1 and the ... at the requested change is to be implemented ... Clause 4.4;

10.3.2 a force maje... out in Clause 25; or

10.3.3 a delay is c... art) by an act or omission of the Client, its em... ractors.

10.4 In the event that th... o an extension under sub-Clause 10.3, it shall inform... he event relied upon to justify the extension and, in ... majeure event, shall provide a reasonable estimate ... he delay. Such written notice shall be provided to the ... period>> Business Days of the beginning of the eve...

10.5 The Parties' respec... hall use reasonable endeavours to agree upon a reaso... any extensions granted under this Clause 10, taking i... ances surrounding the delay and the event relied u... sion. The Project Plan shall be deemed amended a...

11. **Fees and Payment**

11.1 The Client shall p... the Project Fees, calculated in accordance with S... sert period>> of receipt of the Developer's invoice...

11.2 Any and all sums ... reement shall be **[**exclusive**] OR [**inclusive**]** of VAT.

11.3 The Client shall als... ll reasonable travel and other out-of-pocket expenses ... eloper in its performance of its obligations under ... ct to **[**the Client's prior written agreement and**]** th... eloper of reasonable evidence of expenditure.

11.4 If the Client fails to ... to the Developer on or by the due date for payment, t... o the Developer's other remedies (including, but not ... Clause 23), the Client shall pay interest on the over... ate for payment until the payment of that overdue sum... judgment.

11.5 Interest under sub... rue daily at the rate of <<insert percentage>>% per ... of England's base rate from time to time, and at <<i... r annum for any period when that base rate is below 0...

12. **Intellectual Property Righ...**

12.1 The Parties hereb... as expressly provided in this Agreement, this Ag... er the ownership of, or create any licences in, any I... nts subsisting in the **[**Developer Standard Software**]** ... odified Software**] AND/OR [**Third-Party Software**]** or t...

12.2 **[**The Developer sh... the Intellectual Property Rights subsisting in the **[**B... **OR [**Developer Modified Software**]** until the Project F... the Client. Upon receipt by the

Developer of all su... ...shall assign the ownership of the same to the Client ...arties shall execute all documents and take all actions ...to that assignment.**]**

12.3 **[**The Developer sha... ...e maintained to a sufficient degree to serve as eviden... ...eation of the **[**Bespoke Software**]** **AND/OR [**Develope...

13. **Software Licence**

13.1 The Developer here... ...a non-exclusive**] OR [**an exclusive**] [**<<add other varia... ...perpetual">>**]** licence to use the **[**Developer Standar... ...eveloper Modified Software**]** ("the Licensed Software"... ...as follows:

13.1.1 for any activ... ...ient's business;

13.1.2 for the pro... ...software facilities management, support, ma... ...t, disaster recovery, back-up, information p... ...other related services;

13.1.3 for the use a... ...in any database incorporated into the Licensed... ...ction and re-use of such data, and for the amen... ...h data or database; and

13.1.4 for use in co... ...or interconnected networks.

13.2 The Licensed Softw... ...y the Licensed Users **[**and only on the Client Hardware... ...g exceptions:

13.2.1 contractors... ...ay use the Licensed Software for any of the pu... ...ause 13.1.2;

13.2.2 the number... ...t in Schedule 3 may be amended at the reque... ...time, subject to the prior written consent of... ...consent not to be unreasonably withheld) an... ...requisite fees by the Client **[**; and**] OR [**.**]**

13.2.3 **[**the License... ...on any replacement hardware for the Client Ha...

13.2.4 **[**in the even... ... Hardware becomes unusable for any reason,... ...nay be used on backup hardware until the Clie... ...is repaired **[**or replaced**].]**

14. **Software Licence Conditi...**

14.1 The Client shall hav... ...n copies of the Licensed Software as are reasonably... ...thereof in accordance with the Licence and for bac... ...es.

14.2 Ownership of any a... ...nsed Software or any part thereof shall at all times ren... ...nd the Client shall:

14.2.1 place a lab... ...tored on physical media, clearly stating that t... ...f the Developer and incorporating any propriet... ...ded by the Developer for such purposes;

14.2.2 ensure that [...] ncorporate any proprietary rights notice provic[...] or such purposes and that such notice is disp[...] on as it is in the Licensed Software as supplied [...]

14.2.3 at all times k[...] d in its possession and/or control.

14.3 Subject to the provis[...] .1, the Client shall not:

14.3.1 sub-license, [...] in any other way transfer the Licensed S[...] e to another party without the Developer's [...]

14.3.2 enable acce[...] are in any way (including, but not limited to, vi[...] s who are not Licensed Users.

14.4 The Client shall ha[...] Licensed Software with any other software.

14.5 The Client shall n[...] s or variations of the Licensed Software without the[...] n consent.

14.6 The Client shall n[...] ile, or in any other way reverse-engineer the Licens[...] ermitted by law.

15. **Confidentiality**

15.1 Each Party underta[...] ovided by sub-Clause 15.2 or as authorised in writir[...] it shall, at all times during the continuance of this[...] **<insert period>> years]** after its termination:

15.1.1 keep confide[...] rmation;

15.1.2 not disclose [...] tion to any other party;

15.1.3 not use any [...] n for any purpose other than as contemplate[...] erms of this Agreement;

15.1.4 not make ar[...] hy way or part with possession of any Confider[...]

15.1.5 ensure that [...] fficers, employees, agents, sub-contractors c[...] which, if done by that Party, would be a breach [...] Clauses 15.1.1 to 15.1.4 above.

15.2 Either Party may:

15.2.1 disclose any [...] to:

a) any sub-con[...] Party;

b) any governr[...] r regulatory body; or

c) any employe[...] y or of any of the aforementioned persons, par[...]

to such exte[...] for the purposes contemplated by this Agreem[...] limited to, the provision of the Software De[...] as required by law. In each case that Party s[...] on, party or body in question that the Confide[...] fidential and (except where the disclosure is [...] der sub-Clause 15.2.1(b) or any employee or [...] y) obtaining and submitting to the

other Party ... y undertaking from the party in question. S ... be as nearly as practicable in the terms of th ... ep the Confidential Information confidential ... purposes for which the disclosure is made; and ...

15.2.2 use any Cor ... any purpose, or disclose it to any other person ... it is at the date of this Agreement, or at any tin ... es, public knowledge through no fault of that ... se or disclosure, that Party must not disclose ... tial Information which is not public knowledge.

15.3 The provisions of t ... tinue in force in accordance with their terms **[**indefir ... d of <<insert period>> after the termination of this ... e Licence**]**, notwithstanding the termination of this A ... nce for any reason.

16. **Data Protection**

16.1 All personal data th ... n connection with this Agreement shall be collected, ... accordance with the provisions of the Data Protection ... his Agreement shall relieve either Party of any obliga ... Protection Legislation or replace any obligations set ... n Legislation.

16.2 Complete details of ... processing, storage, and retention of personal data inc ... , the purposes for which personal data is used, the P ... sing such personal data, details of data subjects' righ ... sharing (where applicable) are available in the Pa ... rt name of notices or policies>> **[**available from <<in ... ached in Schedules 7 and 8**]**.

17. **[Data Processing**

17.1 **[**All personal data t ... Developer on behalf of the Client under this Agreeme ... accordance with the terms of the Data Processing Ag ... the Parties on <<insert date>>.**]**

OR

17.1 **[**The Parties hereby ... oth comply with all applicable data protection requirem ... Protection Legislation. This Clause 17 shall not reliev ... obligations set out in the Data Protection Legislat ... move or replace any of those obligations.

17.2 For the purposes of ... islation and for this Clause 17, the Client is the data co ... er is the data processor.

17.3 The type(s) of pers ... **] OR [**categories**]** of data subject, the scope, nature ... cessing, and the duration of the processing are set ...

17.4 The Client shall ens ... ll necessary consents and notices required to enable t ... sonal data to the Developer for the purposes described ...

17.5 The Developer sha ... personal data processed by it in

relation to its perfor[...]ations under this Agreement:

17.5.1 process the [...] written instructions of the Client unless the [...] equired to process such personal data by law [...] romptly notify the Client of such processing u[...]ing so by law;

17.5.2 ensure that [...]ble technical and organisational measures (a[...]) to protect the personal data from unauthorised [...]g, accidental loss, damage or destruction. [...] be proportionate to the potential harm resulti[...]king into account the current state of the art in [...] of implementing those measures. Measures to [...] Schedule 9;

17.5.3 ensure that [...]yees with access to the personal data (wheth[...]es or otherwise) are contractually obliged to ke[...]nfidential;

17.5.4 not transfer [...]side of the UK without the prior written cons[...]ly if the following conditions are satisfied:

a) the Client an[...]have provided suitable safeguards for the trans[...]

b) affected dat[...]ceable rights and effective legal remedies;

c) the Develop[...]gations under the Data Protection Legislation, [...]level of protection to any and all personal dat[...]

d) the Develop[...]reasonable instructions given in advance by [...]to the processing of the personal data.

17.5.5 assist the C[...]st, in responding to any and all requests fro[...]ensuring its compliance with the Data Prote[...]respect to security, breach notifications, [...]nd consultations with supervisory authorities [...]ut not limited to, the Information Commission[...]

17.5.6 notify the Cli[...]on becoming aware of a personal data breach;

17.5.7 on the Clien[...]elete (or otherwise dispose of) or return all pe[...]all copies thereof to the Client on termination [...]s it is required to retain any of the personal dat[...]

17.5.8 maintain co[...]rds of all processing activities and technical a[...]ures implemented necessary to demonstrate[...]ause 17 and to allow for audits by the Client an[...]d by the Client.

17.6 **[**The Developer sha[...]f its obligations with respect to the processing of perso[...]ement.**]**

OR

17.6 **[**The Developer sha[...]f its obligations with respect to the

processing of pers[...]reement without the prior written consent of the Clie[...] Developer appoints such a sub-processor, the Deve[...]

17.6.1 enter into a[...] the sub-processor, which shall impose upon[...] same obligations as are imposed upon the De[...]7 and which shall permit both the Developer a[...]hose obligations; and

17.6.2 ensure that [...]lies fully with its obligations under that agreem[...]on Legislation.**]**

17.7 **[**In the event that t[...]cts its obligations with respect to the processing of p[...]lause 17.6, as between the Client and the Developer[...]main fully liable for all acts and omissions of the su[...]

17.8 Either Party may, a[...]ast <<insert period>> notice, alter this Clause 17, rep[...]cable data processing clauses or similar terms that f[...]e certification scheme. Such terms shall apply and repl[...]achment to this Agreement.**]**

18. **[Data Security**

With respect to any and all[...]cessed by the Developer on behalf of the Client under this Agr[...]hall:

18.1 take all such prec[...]ably necessary to preserve the integrity of such dat[...]uption or loss of that data;

18.2 make <<insert frequ[...] data using <<insert method(s)>>; and

18.3 in the event that [...] or lost due to any fault of the Developer, promptl[...]s own expense or, at the Client's option, reimburse t[...]nable expenses incurred by the Client in having suc[...]l party.**]**

19. **Warranties**

19.1 Each Party hereby [...]s to the other that it has the full power and authori[...]erform its obligations under, this Agreement.

19.2 The Developer sh[...]ons under this Agreement with reasonable care a[...] with generally established and recognised practice[...]ling in the software development industry, and in ac[...]ble laws, statutes, and regulations from time to time in [...]

19.3 The Developer here[...]nts that:

19.3.1 the **[**Develop[...]**AND/OR [**the Developer Modified Software**] A**[...]oftware**]** and the Documentation shall, prior t[...]r licence to the Client under sub-Clause 12.2[...], be proprietary to the Developer and the Dev[...]ssign and/or licence all Intellectual Property Rig[...]his Agreement;

19.3.2 the **[**Develop... **AND/OR [**the Developer Modified Software**] A**... ...tware**]** shall meet all requirements set out in the ... ...and that the same shall perform in accordance ... ...cification for a period of <<insert period>> fro... ...nce takes place under sub-Clause 9.10, subje... ...non-compliance arising out of unauthorised... ...reto by or on behalf of the Client;

19.3.3 **[**the Third-P...

a) be suitable ... ...nents as set out in the Software Specification...

b) be compatib... ...Standard Software**] AND/OR [**the Developer M... .../OR **[**the Bespoke Software**]** as necessary t... ...o perform in accordance with the Software Sp...

c) continue to ... ...e Developer Standard Software**] AND/OR [**th... ...Software**] AND/OR [**the Bespoke Software**]** a... ....3.3(b) for a period of <<insert period>> fro... ...y new version of the Third-Party Software.**]**

19.4 The sole remedies f... ...es contained in sub-Clause 19.3.1 are set out in Claus...

19.5 The warranties set ... ...re in lieu of all other warranties or conditions, whethe... ...including implied warranties or conditions of satisfa... ...s for purpose, with respect to this Agreement.

19.6 The Developer sha... ...e warranties given in sub-Clause 19.3.2 for any failu... ...Standard Software**] AND/OR [**the Developer Modified ... ...Bespoke Software**]** to comply with such warranties t... ...h failure is wholly caused by unauthorised modifi... ...e by or on behalf of the Client.

19.7 **[**The Client hereby ... ...nly warranties with respect to the Third-Party Softwar... ...the **[**licence**] OR [**licences**]** issued by the third-party **[**s... ...ereof. To the extent that any such warranties are give... ...eveloper shall pass on the benefit of those warranties ...

19.8 **[**The Client has m... ...quire the Third-Party Software in reliance upon the ... ...dations. In the event that **[**the Developer Standar... ...he Developer Modified Software**] AND/OR [**the Besp... ...tible with the Third-Party Software and the Software ... ...perform in accordance with the Software Specificat... ...sub-Clause 19.3.3, the Developer shall be deemed to ... ...use 19.3.3 and shall indemnify the Client against the c... ...eplacement software.**]**

20. **Intellectual Property Righ...**

20.1 The Developer sha... ...against all damages, losses, and expenses arising ou... ...edings brought by a third party for the infringement of ... ...tual Property Rights arising out of or in connection wit... ...e Software, the Documentation, or

its receipt of the ben... Services, provided that the Client:

20.1.1 promptly not... ting of the claim or proceedings;

20.1.2 makes no a... ts without the Developer's prior written cons...

20.1.3 provides the... ormation and assistance that the Developer m... nd

20.1.4 gives the D... to defend or settle the claim or proceedings...

20.2 The Developer sha... ces be liable for any claim for the infringement of a thi... perty Rights that:

20.2.1 is caused so... f the Software in combination with software not... d in writing by the Developer (with the exceptio... system installed on any Client Hardware, p... er was notified of the same prior to entry into...

20.2.2 results sole... sed modifications made to the Software by... .

20.3 In the event that th... ssion of the Software or any part thereof in accordar... is held by a court of competent jurisdiction to const... a third party's Intellectual Property Rights, then the De... d at its own expense:

20.3.1 procure for... ontinue using and possessing the Software or... or

20.3.2 modify or re... the affected part thereof without detracting f... ance of the same, in order to remove the i...

20.4 In the event that the... -Clause 20.3 above are not, after the Developer's be... vailable, then this Agreement and the Licence shall be... judice to the Client's right to seek further remedies, i... ny loss or damage arising out of such termination.

21. **Liability**

21.1 Subject to sub-Clau... hall be liable to the other, whether in tort (including neg... presentation, or otherwise, for any special, indirect, c... economic loss, costs, damages, charges, or expense...

21.2 Subject to sub-Clau... Party's total liability to the other in respect of any claim... arising out of or in connection with this Agreement **[... ct]**, whether in tort (including negligence), contra... or otherwise shall not exceed £<<insert sum>>.

21.3 The limitations of lia... se 21.2 shall not apply:

21.3.1 to any breac... ment obligations under Clause 11;

21.3.2 to any breac... bligations of confidentiality under Clause 15;

21.3.3 to any liabili... ...or under any indemnity under this Agreement;

21.3.4 to any breac... ...any regulatory requirement which results in the... ...or other sanction on the Client (or the Client ot... ...m of liability);

21.3.5 to any breac... ...e provisions of Clause 12, relating to Intellectua...

21.3.6 to the liabil... ...der Clause 17, relating to Data Protection.

21.4 Nothing in this Agre... ...ude either Party's liability for death or personal injury c... ...gligence; fraud; any breach of the terms implied by Se... ...oods Act 1979 or by Section 2 of the Supply of Go... ...1982; the deliberate or wilful misconduct of that ... ...nts, or sub-contractors; or for any other form of liability... ...or excluded by law.

22. **Insurance**

22.1 The Developer sha... ...s Agreement **[**and for a period of <<insert period>> ... ...maintain in force the following Insurance Policies ... ...any of repute **[**as approved by the Client**]**:

22.1.1 public liabili... ...a minimum value of £<<insert sum>>;

22.1.2 professional ... ...over with a minimum value of £<<insert su...

22.1.3 property dar... ...ith a minimum value of £<<insert sum>>;

22.1.4 business in... ...over with a minimum value of £<<insert su...

22.1.5 **[**<<insert ad... ...ce cover as required>>.**]**

22.2 The Insurance Polic...

22.2.1 note the inte...

22.2.2 waive any ri... ...insurers against the Client and its respective a... ...oyees;

22.2.3 be primary a... ...ribution from any other insurance which may b... ...and

22.2.4 prohibit the ... ...ellation or non-renewal of such insurance, w... ...ritten consent.

22.3 The Developer shal...

22.3.1 administer t... ...d its relationship with its insurers at all times to... ...for the Client as set out in this Agreement;

22.3.2 take no acti... ...y of the Insurance Policies or to in any way pre... ...he Client under this Agreement;

22.3.3 procure that ce Policies are not altered in such
a way as t to the Client of those Insurance
Policies as p s Agreement.

23. **Term and Termination**

23.1 This Agreement sh Commencement Date of <<insert
date>> and shall c tion of the Software Development
Services, subject t s Clause 23 and other relevant
provisions of this Ag

23.2 Without prejudice to edies which may be available to it,
either Party may te with immediate effect by written
notice to the other F

23.2.1 any sum ov e other Party under any of the
provisions o t paid within <<insert period>>
Business Da yment;

23.2.2 the other P r material breach of any of the
provisions o the breach is capable of remedy,
fails to reme riod>> Business Days after being
given written lars of the breach and requiring it
to be remedi

23.2.3 an encumbr , or where the other Party is a
company, a f any of the property or assets of
that other Pa

23.2.4 the other Pa arrangement with its creditors or,
being a com to an administration order (within
the meaning 86);

23.2.5 the other Pa or firm, has a bankruptcy order
made agains , goes into liquidation (except for
the purposes ion or re-construction);

23.2.6 anything an foregoing under the law of any
jurisdiction o her Party;

23.2.7 the other Pa o cease, to carry on business;

23.2.8 control of t ed by any person or connected
persons not rty on the date of this Agreement.
For the purp "control" and "connected persons"
shall have th ereto by Sections 1124 and 1122
respectively ct 2010; or

23.2.9 any warranty und to be untrue or misleading.

23.3 For the purposes of each shall be considered capable
of remedy if the Par with the provision in question in all
respects.

23.4 The Client may te with immediate effect by written
notice to the Develo

23.4.1 the Software Acceptance Retests and the Client
is rejecting t se 9.9.3**[.] OR [**; or

23.4.2 the Supplier its obligations under sub-Clause
19.8.**]**

23.5 The termination of [...] without prejudice to any rights, remedies, obligation[...] already accrued to either of the Parties under this A[...]

23.6 The Client may te[...] any time by written notice to the Developer. On term[...] he Client shall either return to the Developer or, at th[...] destroy all material copies of the Licensed Software [...] on and shall ensure that all copies of the Licensed Sof[...] y, whether on the Client Hardware or on any other equ[...] led by the Client, are permanently deleted.

23.7 This Agreement sh[...] ly on the expiry or termination of the Licence, but the [...] this Agreement shall not affect the Licence.

24. **Effects of Termination**

Upon termination of this Ag[...]

24.1 any sum owing by [...] under any of the provisions of this Agreement shall be [...] nd payable;

24.2 each Party shall, as [...] cticable and possible, return to the other Party any [...] and all related materials and documentation belo[...] t is not the subject of a current licence granted by t[...] any and all copies of the whole or any part thereof, o[...] ption, shall destroy or delete the same and shall cer[...] r Party that it has been destroyed or deleted;

24.3 each Party shall (e[...] red to in Clause 15 or as may be required by any [...] vernment or regulatory body), immediately cease [...] y or indirectly, any Confidential Information, and sh[...] delete, or return to the other Party, at the other Party [...] nts, digital media, or any other materials in its poss[...] contain or record any Confidential Information and sh[...] e other Party that no Confidential Information has be[...] the same has been destroyed or deleted. In the ev[...] al Information is required to be retained, the Party [...] ll inform the other Party of such retention in writing;

24.4 notwithstanding the [...] use 24.3, the Client may retain copies of any Con[...] nging to the Developer that are incorporated into ar[...] at the Client is entitled to retain to the extent necessar[...] of the same;

24.5 **[**the Developer sha[...] y practicable and possible, deliver to the Client all do[...] rograms (including source code), and any other mat[...] to supply and assign under this Agreement which [...] ermination (whether complete or otherwise), to the e[...] e been paid for by the Client, and the Developer sha[...] the ownership of the Intellectual Property Rights su[...] extent that such rights have not already been assig[...] of Clause 12;**]**

24.6 all Clauses which, e[...] ir nature, relate to the period after the expiry or termina[...] hall remain in full force and effect;

24.7 termination shall no[...] right to damages or other remedy which the terminati[...]pect of the event giving rise to the termination or any [...] or other remedy which any Party may have in respe[...] Agreement which existed at or before the date of te[...]

24.8 other than as set o[...] except in respect of any accrued rights, neither Party [...] er obligation to the other.

25. **Force Majeure**

25.1 No Party to this Agr[...] any failure or delay in performing their obligations wh[...]y results from any cause that is beyond the reasona[...] Such causes include, but are not limited to: power fai[...]vider failure, industrial action, civil unrest, fire, flood, [...]acts of terrorism, acts of war, governmental action[...] is beyond the control of the Party in question.

25.2 **[**In the event that a[...]t cannot perform their obligations hereunder as a res[...] a continuous period of <<insert period>>, the other [...]tion terminate this Agreement by written notice at the[...] the event of such termination, the Parties shall agree[...]nable payment for the Software Development Servic[...]ate of termination. Such payment shall take into acc[...]ual commitments entered into in reliance on the perf[...]nt.**]**

26. **No Waiver**

No failure or delay by eithe[...] of its rights under this Agreement shall be deemed to be a wa[...] waiver by either Party of a breach of any provision of this Agr[...] to be a waiver of any subsequent breach of the same or any [...]

27. **Further Assurance**

Each Party shall execute [...] deeds, documents and things as may be necessary to carry [...]eement into full force and effect.

28. **Costs**

Subject to any provisions [...]ty to this Agreement shall pay its own costs of and incident[...]eparation, execution and carrying into effect of this Agreemen[...]

29. **Set-Off**

[Neither**] OR [**Either**]** Party[...] off any sums in any manner from payments due or sums rec[...]laim under this Agreement or any other agreement at any tim[...]

30. **Assignment and Sub-Con...**

30.1 **[**Subject to sub-Cl... ...ment is personal to the Parties. Neither Party may ... ...arge (otherwise than by floating charge) or sub-lice... ...te any of its rights hereunder, or sub-contract or othe... ...s obligations hereunder without the written consent of ... ...consent not to be unreasonably withheld**]**.

30.2 **[[**Subject to sub-C... ...**[**Each**]** Party shall be entitled to perform any of the ... ...y it through any other member of its group or through ... ...killed sub-contractors. Any act or omission of such o... ...ntractor shall, for the purposes of this Agreement, be ... ...omission of the Party in question.**]**

31. **Time**

31.1 **[**The Parties agree ... ...referred to in this Agreement shall be of the essence o...

OR

31.2 **[**The Parties agree ... ...referred to in this Agreement are for guidance only a... ...ce of this Agreement and may be varied by mutual ag... ...rties.**]**

32. **Relationship of the Partie...**

Nothing in this Agreement ... ...eemed to constitute a partnership, joint venture, agency or oth... ...between the Parties other than the contractual relationship exp... ...s Agreement.

33. **Non-Solicitation**

33.1 Neither Party shall, ...ement and for a period of <<insert period>> after its te... ...loy or contract the services of any person who is or w... ...se engaged by the other Party at any time in relation ... ...ut the express written consent of that Party**]**.

33.2 Neither Party shall, ...ement and for a period of <<insert period>> after its te... ...cit or entice away from the other Party any customer... ...h solicitation or enticement would cause damage to ... ...arty **[**without the express written consent of that Part...

34. **Third Party Rights**

34.1 **[**No part of this Agre... ...nfer rights on any third parties and accordingly the Co... ...arties) Act 1999 shall not apply to this Agreement.**]**

OR

34.2 **[**The Parties acknow... ...nt is intended to benefit and shall so benefit <<insert ... ...of third party / parties>> for the purposes of the C... ...d Parties) Act 1999 and, subject

thereto, the Parties _____ to confer any rights on any other third parties under t____

34.3 Subject to this Clau____ ____ all continue and be binding on the transferee, success____ ____ Party as required.

35. Notices

35.1 All notices under th____ ____ writing and be deemed duly given if signed by, or on ____ ____sed officer of the Party giving the notice.

35.2 Notices shall be de____ ____ given:

35.2.1 when delive____ ____ier or other messenger (including registered m____ ____ss hours of the recipient; or

35.2.2 when sent, ____ ____mile or e-mail and a successful transmission____ ____s generated; or

35.2.3 on the fifth ____ ____g mailing, if mailed by national ordinary mai____

35.2.4 on the tent____ ____ng mailing, if mailed by airmail, postage pre____

In each case notice____ ____ the most recent address, e-mail address, or facsimil____ ____ther Party.

36. Entire Agreement

36.1 **[**Subject to Claus____ ____ Agreement contains the entire agreement between ____ ____ to its subject matter and may not be modified except ____ ____ing signed by the duly authorised representatives of t____

36.2 Each Party acknow____ ____nto this Agreement, it does not rely on any represent____ ____nce or other provision (made innocently or neglig____ ____y provided in this Agreement.

37. Counterparts

This Agreement may be ____ ____mber of counterparts and by the Parties to it on separate co____ ____h when so executed and delivered shall be an original, but a____ ____ther shall constitute one and the same instrument.

38. Severance

In the event that one or ____ ____ of this Agreement is found to be unlawful, invalid or otherwis____ ____hose provision(s) shall be deemed severed from the remaind____ ____ The remainder of this Agreement shall be valid and enforcea____

39. Dispute Resolution

39.1 The Parties shall at____ ____ute arising out of or relating to this

Agreement through [...] eir appointed representatives who have the authority to [...]

39.2 **[**If negotiations un[...] o not resolve the matter within <<insert period>> o[...] tation to negotiate, the parties will attempt to resolve [...] th through an agreed Alternative Dispute Resolution [...]

39.3 **[**If the ADR proce[...] 39.2 does not resolve the matter within <<insert perio[...] at procedure, or if either Party will not participate in [...] he dispute may be referred to arbitration by either [...]

39.4 The seat of the arbi[...] 39.3 shall be England and Wales. The arbitration sha[...] rbitration Act 1996 and Rules for Arbitration as agree[...] In the event that the Parties are unable to agree on [...] Rules for Arbitration, either Party may, upon giving w[...] r Party, apply to the President or Deputy President fo[...] hartered Institute of Arbitrators for the appointment of [...] rs and for any decision on rules that may be require[...]

39.5 Nothing in this Cla[...] either Party or its affiliates from applying to a court f[...].

39.6 The Parties hereby [...] nd outcome of the final method of dispute resolution u[...] **[**not**]** be final and binding on both Parties.

40. **Law and Jurisdiction**

40.1 This Agreement (inc[...] ual matters and obligations arising therefrom or assoc[...] e governed by, and construed in accordance with, th[...] ales.

40.2 Subject to the pro[...] dispute resolution), any dispute, controversy, proce[...] en the Parties relating to this Agreement (includi[...] matters and obligations arising therefrom or associ[...] within the jurisdiction of the courts of England and Wa[...]

SIGNED for and on behalf of the D

<<Name and Title of person signin

_____

Authorised Signature

Date: _____

SIGNED for and on behalf of the C

<<Name and Title of person signin

_____

Authorised Signature

Date: _____

Software Specification
<<Insert Software Specification>>

S
A
M
P
L
E

The Documentation
<<Insert details of Documentation

S
A
M
P
L
E

1. Client Hardware
<<Insert details of Client Hardware

2. Licensed Users
<<Insert details of Licensed Users

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   , installation, and completion, and
(optionally, if desired) developmen

1. Project Fees

<<Insert details of Project Fees>>

2. Developer's Rates

<<Insert relevant fees charged by

Developer's Data Protection <<i_____ame>>

<<Attach Notice or Policy>>**]**

Client's Data Protection <<inser   **>>**

<<Attach Notice or Policy>>**]**

1. Personal Data Processing

Scope
<<Insert description of the scope of   rried out>>.

Nature
<<Insert description of the nature o   arried out>>.

Purpose
<<Insert description of the purpose   sing is to be carried out>>.

Duration
<<Insert details of the duration of t

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

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

4. Organisational and Technical   res
<<Describe the organisational and   be implemented as referenced in
17.5.2>>.
]

Acceptance Tests

<<Insert details of Acceptance Tes

Acceptance Retests

<<Insert details of Acceptance Ret