

AU-IPipp40

Software development contract

Contents

1. Definitions
2. Interpretation
3. Relationship of parties
4. Preliminary warranties
5. Work under this contract
6. New Intellectual Property
7. Payment
8. Hardware, Client IP and Writer's Equipment
9. Security of ABC Client's systems
10. Use of sub-contractors
11. No competition
12. Confidential Information
13. Warranties concerning Work by Brainy Geek
14. Indemnity by Brainy Geek
15. Insurance
16. Taxation
17. Termination of this agreement
18. Miscellaneous matters

Schedule: Specification of Work on the Project

This agreement is dated [date]

and made between:

ABC Limited, a company incorporated in the Commonwealth of Australia [under
Australian Company Number [number] and] whose registered office is at [
], (“ ”);

and

Brainy Geek, whose private address is: [], (“ ”).

It is now agreed as follows:

1. Definitions

“Confidential Information” means all information about ABC Client, including any information which may give a commercially competitive advantage to

. :

information about staff, their performance and

,

information about the Intellectual Property, know-how and all aspects

;

information created or arising from this agreement;

information, comment or implication published on

.

"Intellectual Property" means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, software, domain names, discoveries, know-

,

.

“New IP”	<p>means any Intellectual Property:</p> <p>written, discovered or arising from a Project or from the activity</p> <p>;</p> <p>including not only new developments but also improvements to and</p> <p>;</p> <p>whether or not created by Brainy Geek;</p> <p>whether after specific consideration or by accident;</p> <p>even if created by a partner, employee or sub-contractor of Brainy Geek outside</p> <p>.</p>
“Project”	<p>means a particular piece of work undertaken by Brainy Geek for ABC</p> <p>.</p>
“Work”	<p>means work on a Project, done from time to time</p> <p>.</p>

2. Interpretation

In this agreement:

- 2.1. A reference to one gender shall include any or all genders and a reference to the singular may be interpreted
- 2.2. A reference to a person includes a human individual, a corporate entity and any organisation
- 2.3. In connection with any benefit given by this agreement, a reference to a party includes
- 2.4. A reference to a person includes reference to that person’s successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a

- 2.5. A reference to a paragraph or schedule (if any) is to a paragraph or schedule to this agreement unless the context otherwise indicates.
- 2.6. The headings to the paragraphs and schedules (if any) to this agreement are inserted.
- 2.7. Any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that thing.
- 2.8. A reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, belief or awareness of any other person who is a director, officer or employee of that person.
- 2.9. The words "without limitation" shall mean without limitation.
- 2.10. This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any other version of this agreement, the English language version shall prevail.

3. Relationship of parties

- 3.1. Nothing in this agreement shall create a partnership, joint venture, or any other form of association between the parties.
- 3.2. Neither party shall have, nor represent that he or she has, any authority to bind the other party in any way.

4. Preliminary warranties

Brainy Geek confirms that:

4.1. he is not aware of anything within

;

4.2. neither he nor any of his employees, agents or

-

;

4.3. he does not now perform or intend to perform, during the term of this agreement, consulting or other services for,

,

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5. Work under this contract

5.1. This is an “umbrella” agreement so that every Project provided by ABC

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5.2. If any variation to this agreement is required in respect of any Project, that

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5.3. Any such variation as mentioned above shall

.

5.4. ABC Client has no

.

5.5. Following completion of any Project, ABC Client shall have [\[30\]](#)

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,

5.6. If ABC Client rejects Work, Brainy Geek , [21]

5.7. Details of the first Project are attached

6. New Intellectual Property

6.1. In completing this project,

6.2. For the purpose of copyright law in any country or jurisdiction,

“ ” “ ”

6.3. Brainy Geek agrees that he will not:

6.3.1 claim nor register any intellectual property right relating to

;

6.3.2 represent that he is the owner of

;

6.3.3 publish any words or take any action whatever, which tend to denigrate

, ,

;

6.4. For the sake of good order, Brainy Geek now assigns to

, ,

, .

6.5. Brainy Geek undertakes to do whatever is necessary from time to

7. Payment

- 7.1. Within [seven] days of completing a ,
[].
- 7.2. Each invoice must specify the Project
- 7.3. Each invoice shall specify the bank name, bank ,
, , ,
.
- 7.4. No expense or extra cost
- 7.5. Payment shall be made by ABC Client within [14]
- 7.6. Within [28] days of receipt of an invoice, ABC Client may

8. Hardware, Client IP and Brainy Geek's equipment

- 8.1. In this paragraph "Hardware" means any tangible thing
" "
- 8.2. Brainy Geek is responsible for any loss, theft, unauthorised
- 8.3. While on ABC Client's premises, Brainy Geek will comply with all relevant

8.4. So far as Brainy Geek wishes to bring onto ABC Client's premises any equipment, cable, machine or device whatever, including mobile phones ("), [/]

8.5. In any event, ABC Client may, in its absolute discretion, /

9. Security of ABC Client's systems

Brainy Geek now agrees that , :

9.1. access any information in any medium, in , ;

9.2. modify, copy, or ;

9.3. copy nor install data ;

9.4. download any of ;

9.5. collect or use , , ;

9.6. collect or use any information .

10. Use of sub-contractors

Brainy Geek may perform any or all

:

10.1. Brainy Geek must first obtain the written consent of ABC Client to

OR

10.2. Brainy Geek must first obtain the written consent

10.3. Brainy Geek remains liable for

10.4. Brainy Geek agrees that he will indemnify ABC Client fully

10.4.1 if Brainy Geek engages employees or sub-contractors to work on a Project, he shall ensure that every such

10.4.2 A permitted sub-

10.5. ABC Client will have neither obligation nor

OR

10.6. So far as any Work is

OR

10.7. [Brainy Geek](#) shall not sub-

11. No competition

11.1. Brainy Geek agrees that he will not within three years of the termination date by any means and neither for himself nor for any other

11.2. Brainy Geek agrees that he will not within three years of the termination date neither for the itself

11.3. Brainy Geek agrees that he will not within three years of the termination date by any means and neither for

11.4. Brainy Geek agrees that the provisions

12. Confidential Information

12.1.

12.2.

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12.2.1

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12.2.2

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12.2.3

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[....]

12.2.4

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12.2.5

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12.2.6

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12.3.

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12.4.

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13. Warranties concerning Work by Brainy Geek

Brainy Geek warrants as follows:

15. Insurance

15.1.

:

15.1.1 \$ [1 ,
000 , 000];

15.1.2 \$ [1 , 000 ,
000];

15.1.3 \$ [1 , 000 ,
000];

15.1.4 /

\$ [1 , 000 , 000];

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15.2.

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12

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16. Taxation

16.1.

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16.2.

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16.3.

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17. Termination of this agreement

17.1. This agreement takes effect immediately.

17.2. [28]

17.3.

17.4.

17.5. []

17.6.

18. Miscellaneous matters

18.1.

18.2.

18.3.

18.4.

18.5.

18.6.

18.7.

It shall be deemed to have been delivered:

18.8.

[]

[].

Signed by [personal name] on behalf of [ABC Client] as its representative who personally accepts liability for the proper authorisation by [ABC Client] to enter into this agreement.

Signed by Brainy Geek personally

Schedule: Specification of Work on the Project

[

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Explanatory Notes

Software development contract

Paragraph specific Notes:

Notes referring to specific paragraphs

1. Definitions

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

The definition relating to the subject matter of the agreement requires particular care on your part. The better you can define it,

As for words chosen - that is for you. We have used "Brainy Geek" for the contractor. You can change to some derivation of their real name or use a legal

By all means use the search/replace function in your word processor to change them. However, if you do change the defined word, make sure

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered in the context of this agreement and has been included for a purpose.

3. Relationship of parties

We have no comment

4. Preliminary warranties

These warranties set the scene

5. Work under this contract

Sets up the “umbrella” for

6. New Intellectual Property

New IP is a defined term. This is a most important provision, particularly if you are dealing with a contractor based abroad. International law on who owns newly created intellectual property is complicate and muddled. Copyright law in most jurisdictions assumes

7. Payment

This is a suitable system. We have no

8. Hardware, Client IP and Writer’s Equipment

This paragraph covers everything that you might provide to your contractor. It includes hardware of any sort,

You grant a licence to use your stuff. The paragraph then

9. Security of ABC Client’s systems

Tough provisions to protect your organisation.

10. Use of sub-contractors

When you contract for any work, you cannot know whether your contractor has employees or self employed people: sub-contractors. It is therefore important to provide for the possibility that he may be using self employed people and not employees. If

11. No competition

Basic provisions to prevent competition (similar to what you

12. Confidential Information

A full provision to cover this important subject.

" "

13. Warranties concerning Work by Brainy Geek

This is a ,

14. Indemnity by Brainy Geek

This paragraph is cleverly worded to protect all your people as individuals as

, " "

,

15. Insurance

No matter how strong is Brainy Geek financially, you cannot

16. Taxation

A basis of taxation can change at the whim of a government.

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,

,

17. Termination of this agreement

Termination of the agreement is not the same as

18. Miscellaneous matters

A number of special points. We have identified each of these as

End of notes