CA-IPipp40

Software development contract

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Schedule: Specification of Work on the Project

This agreement is dated: [date]

It is made between:

[ABC Limited], a company incorporated in [Province] of Canada [under incorporation number [number] and] whose [redacted] [[redacted]], ([redacted] “ [redacted] ”).

And

[Brainy Geek], whose address is at: [[redacted]], ([redacted] “ [redacted] ”)

It is now agreed as follows:

1. Definitions

“Confidential Information”	means all information about the Client, including any information which may give a commercially competitive advantage to [redacted] . [redacted] :
	information about staff, their performance and [redacted] ,
	information about the Intellectual Property, know-how and all aspects [redacted] ;
	information created or arising from this agreement;
	information, comment or implication published on [redacted] .
"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-[redacted] , [redacted] , [redacted]

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[redacted].

"New IP"	means any Intellectual Property:
	written, discovered or arising from a Project or from the activity [redacted];
	including not only new developments but also improvements to and [redacted];
	whether or not created by the Developer;
	whether for specific consideration or not;
	even if created by a partner, employee or sub-contractor of the Developer outside [redacted].
"Project"	means a particular piece of work undertaken by the Developer [redacted] 1 .
"Work"	means work on a Project, done from time to time [redacted].

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 [redacted].

2.2. a reference to a person includes a human individual, a corporate entity and any organisation [redacted].

2.3. in connection with any benefit given by this agreement, a reference to a party includes [redacted], [redacted].

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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 [redacted], [redacted], [redacted]-[redacted].

2.5. a reference to a paragraph or schedule (if any) is to a paragraph or schedule to this agreement unless the context otherwise [redacted]. [redacted] ([redacted]) [redacted].

2.6. the headings to the paragraphs and schedules (if any) to this agreement are inserted [redacted].

2.7. any agreement by any party not to do or omit to do something includes an obligation not to allow some [redacted].

2.8. all money sums mentioned in this [redacted], [redacted].

2.9. this agreement is made only in the English language. If there is any [redacted], [redacted].

3. Relationship of parties

3.1. Nothing in this agreement shall create a partnership, [redacted], [redacted], [redacted].

3.2. Neither party shall have, nor represent that he [redacted], [redacted], [redacted].

4. The Developer's warranties

The Developer [redacted]:

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4.1. he is not aware of anything within [redacted];

4.2. neither he nor any of his employees, agents or [redacted]-[redacted];

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

4.4. the Work to be delivered [redacted];

4.5. he will not incorporate into any Work, any text, [redacted], [redacted], [redacted], [redacted];

4.6. he will not deliver to the Client any software [redacted];

5. Work under this contract

5.1. This is an “umbrella” agreement so that every Project provided by the Client [redacted]. [redacted].

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

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5.3. Any such variation as mentioned in the last previous [redacted].

5.4. The Client has no [redacted].

5.5. Following completion of any Project, the Client shall have [30] [redacted]. [redacted], [redacted].

5.6. If the Client rejects Work, the Developer [redacted], [redacted] [21] [redacted].

6. New Intellectual Property

6.1. In completing the Project, [redacted].

6.2. For the purpose of copyright law in any country or jurisdiction, [redacted] "[redacted]" [redacted] "[redacted]". [redacted].

6.3. The Developer agrees that he will not:

6.3.1 claim nor register any Intellectual Property right relating to [redacted];

6.3.2 represent that he is the owner of [redacted];

6.3.3 publish any words or take any action whatever, which tend to denigrate [redacted], [redacted], [redacted], [redacted]; [redacted].

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6.4. For the sake of good order, the Developer now assigns to [redacted], [redacted], [redacted], [redacted].

6.5. The Developer undertakes to do whatever is necessary from time to [redacted]. [redacted].

7. Price and payment

7.1. Within [seven] days of [redacted], [redacted].

7.2. Each invoice must specify the Project [redacted].

7.3. Each invoice shall specify the bank name, [redacted], [redacted], [redacted], [redacted].

7.4. No expense or extra cost [redacted].

7.5. Payment shall be made by the Client within [14] [redacted].

7.6. Within [28] days of receipt of an invoice, the Client may [redacted]. [redacted], [redacted].

8. Hardware, Client IP and the Developer’s equipment

8.1. In this paragraph “Hardware” means any tangible thing [redacted]. “[redacted]” [redacted].

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8.2. The Developer is responsible for any loss, theft, unauthorised [redacted].

8.3. While on the Client’s premises, the Developer will comply with all relevant [redacted]. [redacted].

8.4. So far as the Developer wishes to bring onto the Client’s premises any equipment, cable, machine or device whatever, including [redacted], ([redacted] “[redacted]”), [redacted] [[redacted]/[redacted]] [redacted]. [redacted].

8.5. In any event, the Client may, in its absolute discretion, [redacted]/[redacted]. [redacted].

9. Security of the Client’s systems

The Developer now agrees that [redacted], [redacted]:

9.1. access any information in any medium, in [redacted], [redacted];

9.2. modify, copy, or [redacted];

9.3. copy nor install data [redacted];

9.4. download any of [redacted];

9.5. collect or use [redacted], [redacted], [redacted];

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9.6. collect or use any information [redacted].

10. Use of sub-contractors

The Developer may perform any or all [redacted]:

10.1. The Developer must first obtain the written consent of the Client to [redacted].

OR

10.2. The Developer must first obtain the written consent of [redacted];

10.3. The Developer remains liable for the [redacted];

10.4. The Developer agrees that he will indemnify the Client fully [redacted].

10.5. If the Developer engages employees or sub-contractors to work on a Project, he shall ensure that every such [redacted].

10.6. A permitted sub-[redacted].

10.7. The Client will have neither obligation nor [redacted].

OR

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10.8. So far as any part of the [redacted].

OR

10.9. The Developer shall not sub-[redacted].

11. No competition

11.1. [redacted].

11.2. [redacted].

11.3. [redacted].

11.4. [redacted].

12. Confidential Information

12.1. [redacted]

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[redacted], [redacted].

12.2. [redacted], [redacted], [redacted]. [redacted], [redacted] [[redacted]] [redacted], [redacted]:

12.2.1 [redacted], [redacted], [redacted];

12.2.2 [redacted], [redacted];

12.2.3 [redacted], [redacted], [redacted] [[redacted] . . . .].

12.2.4 [redacted];

12.2.5 [redacted] ([redacted]);

12.2.6 [redacted] ([redacted]) [redacted].

12.3. [redacted], [redacted]-[redacted].

12.4. [redacted]-[redacted], [redacted] ([redacted]

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[redacted]) [redacted].

13. Indemnity by the Developer

[redacted], [redacted]:

13.1.1 [redacted];

13.1.2 his breach of this agreement;

13.1.3 [redacted], [redacted], [redacted];

13.1.4 [redacted].

14. Insurance

14.1. [redacted]:

14.1.1 [redacted] $ [[redacted]];

14.1.2 [redacted] $ [[redacted]];

14.1.3 [redacted] $ [[redacted]];

14.1.4 [redacted] / [redacted] $ [[redacted]];

[redacted].

14.2. [redacted], [redacted] 12 [redacted].

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15. Taxation

15.1. [redacted], [redacted]. [redacted], [redacted]-[redacted].

15.2. [redacted].

16. Termination of this agreement

16.1. This agreement takes effect immediately.

16.2. [redacted] [28] [redacted].

16.3. [redacted]. [redacted]. [redacted], [redacted].

16.4. [redacted]. [redacted], [redacted].

16.5. [redacted] [[redacted]] [redacted], [redacted].

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16.6. [redacted], [redacted], [redacted], [redacted].

17. Miscellaneous matters

17.1. [redacted], [redacted].

17.2. [redacted], [redacted], [redacted].

17.3. [redacted], [redacted], [redacted], [redacted]. [redacted], [redacted].

17.4. [redacted].

17.5. [redacted], [redacted].

17.6. [redacted] 2000 [redacted], [redacted], [redacted]. [redacted].

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17.7. [redacted].

17.8. [redacted].

It shall be deemed to have been delivered:

- [redacted]:[redacted];
- [redacted]: [redacted] 72 [redacted];
- [redacted]-[redacted]: [redacted] 24 [redacted]. [[redacted]]

17.1. [redacted].

17.2. [redacted].

17.3. [redacted] [[redacted]] [redacted].

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

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Signed by the Developer [name] personally

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Schedule: Specification of Work on the Project

[■■■]

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Explanatory notes

Software development contract

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

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

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

We have used the term "Project" to define the task. This is quite generic term and you [redacted].

By all means use the find/replace function in your word processor to change a defined term. If you do, make sure it [redacted].

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. [redacted].

3. Relationship of parties

This is a simple statement for the avoidance of doubt. We suggest [redacted].

4. The Developer warranties

These provisions are important to you. Take care [redacted].

5. Work under this contract

By all means replace our words by those better suited to your business and the [redacted].

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6. New Intellectual Property

We have made the “New IP” [redacted].

These provisions seem a bit strict. By all means edit [redacted].

There is a fundamental principle of law that “I own whatever original work I create”. This is easy to apply to copyright, but far harder when it comes to items of intellectual [redacted].

This concept is inconvenient for you when you pay someone specifically to write code, draft maps or produce ideas. Different countries have taken different approaches to the subject. “Work made for hire” is the name given in the United States Copyright Act 1976, for work to be treated as owned by the person who paid for it to [redacted].

An important point of contract law also appears in this paragraph. For hundreds of years the maxim “Past consideration is no consideration” has applied. It means you cannot make a contract on the basis that one side has already paid. Both sides [redacted].

The importance of “consideration” here is that the agreement purports to bind the developer in respect of what [redacted].

7. Price and payment

You should consider carefully the provisions relating to completion and payment. It is important that [redacted]

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[redacted].

In the section on price and payment, provision is made for a procedure which will enable your counter party to [redacted], [redacted].

Please consider and edit accordingly.

8. Hardware, Client IP and Writer's Equipment

This paragraph covers everything that you might provide to the developer. It includes hardware of any sort, software [redacted]. [redacted].

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

9. Security of Client's systems

Tough provisions to protect your organisation.

Edit or delete as you require.

10. Use of sub-contractors

When you contract for any work, you cannot know whether your contractor has employees or self employed people: sub-[redacted]. [redacted]. [redacted], [redacted]. [redacted], [redacted], [redacted].

11. No competition

We have intentionally used a strong word. This is an area of confidentiality not often covered, but [redacted]. [redacted], [redacted]. [redacted], [redacted]. [redacted]

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[redacted].

12. Confidential Information

This paragraph is about management of confidential information, [redacted], [redacted]. [redacted].

13. Indemnity by the Developer

A useful [redacted]. [redacted].

14. Insurance

No matter how strong is your counter party financially, you [redacted]. [redacted]. [redacted].

By all [redacted].

15. Taxation

A basis of taxation can change at the whim of a government. [redacted], [redacted], [redacted], [redacted].

16. Termination of this agreement

Termination of the agreement is not the same as [redacted]. [redacted].

17. Miscellaneous matters

A number of special points. We have identified each of these as [redacted]. [redacted], [redacted]. [redacted]. [redacted].

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End of notes

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