

Software development agreement

the Client: [Name]

and

the Developer: [Name]

Date: [Date]

Contents

Date

Parties

1. Definitions
2. Summary of agreement
3. Work Statements
4. Warranties and representations of the Developer
5. compensation and payment
6. Intellectual Property Rights
7. Confidentiality
8. Duration and termination
9. Indemnity and limitation of liability
10. Relationship of parties
11. Non-poaching
12. Governing law
13. Force Majeure
14. Headings
15. Waiver
16. Authority of Developer
17. Notices and service
18. Entire understanding
19. Dispute Resolution

Exhibit 'A' Work Statement.

This agreement is dated: [date]

It is made between [Client name]

of [address] (“the Client”)

And [Developer's name]

Of [address] (“the Developer”)

1. Definitions

“Code” shall mean computer programming code.

“Deliverable” shall mean all Object Code, Documentation, and other materials developed for or delivered to Client by Developer

“Documentation” means the documents, manuals and written materials () ,

“Object Code” shall mean -

“Software product” shall mean the computer programs in machine readable object code form

“Source Code” shall mean the human-readable form of ,

“Work Statement” shall mean a purchase order of ,

a) Includes substantially the following statement: “

- b) Is signed on ,
- c) Contains the following four mandatory items:
 - i. Description and/or ;
 - ii. The amount and method of payment;
 - iii. The time schedule ;
 - iv. Completion and acceptance criteria for the deliverables;
- d) In addition, ,
 - e) Provisions for written / .
 - f) Detailed functional and technical ,
 - ;
 - g) Documentation standards;
 - h) A list of any special equipment
- ;
- i) Test plans and scripts;
- j) Such other terms

2. Summary of Agreement

2.1. Client desires to engage Developer from time to time pursuant , ,

(“ ”);

2.2. Developer is interested in accepting such engagements,

;

2.3. Client and Developer mutually desire

;

2.4. In consideration of the mutual covenants,

,

:

3. Work Statements

3.1. The initial Work Statement agreed

;

3.2. Additional Work Statements, whether or not relating to

,

;

3.3. Changes in any Work Statement or in any of the

,

;

4. Warranties and representations of the Developer

4.1. Developer will use all commercially

;

4.2. Developer, at its sole cost and expense,

,

;

4.3. In performing the Services hereunder, Developer hereby warrants to Client that it will perform

,

- ;
- 4.4. Developer, however, does not , ;
- 4.5. Developer warrants that for [PERIOD], any ;
- 4.6. If programming errors are discovered during , ;
- 4.7. This warranty shall be void in the event of , ;
- 4.8. Developer expressly warrants that no portion ;
- 4.9. The Developer shall not, for a period of [number] years after termination or expiry of the , .

5. Compensation and payment

- 5.1. Unless otherwise stated in a Work , ;
- 5.2. Developer shall issue invoices ;
- 5.3. Charges not paid within [days] after [%] ();
- 5.4. Client, in addition to the other amounts payable under this Agreement, shall be , , , , ,

5.5. In the event of any termination of any Work Statement prior to , ;

6. Intellectual Property Rights

6.1. The parties acknowledge and agree that all work-product derived from the Services (except for the Source Code) performed by Developer hereunder (“ ”), , , “ ” , ;

6.2. If the Client does not acquire full legal , , ;

6.3. Developer shall not, and it shall cause its affiliates not to, seek any , , , ;

6.4. At Client’s reasonable request and expense, Developer shall take, and shall cause its , , [] ;

6.5. Client’s rights above are contingent upon Client’s performance of its obligations under any applicable , , ;

6.6. Each party shall be entitled to use, disclose, and otherwise employ without restriction or liability any ideas, concepts, know-how, , , , , , ;

(
)

7. Confidentiality

7.1. The parties may from time to time, in connection with work contemplated under this Agreement disclose to each other proprietary information,

, - , , , , , ,

(" ");

7.2.

;

7.3.

[] ,
; ;

7.4.

- :

7.4.1

/ ;

7.4.2

;

7.4.3

;

7.4.4

;

7.4.5 is independently developed by the recipient party; or

7.4.6

8. Duration and termination

8.1.

[], ,
[]
;

8.2.

[]
, []
;

8.3.

;

8.4.

,
,

8.5.

;

8.6.

, , [] ;

8.7.

, ,

,

;

8.8.

,
,

;

8.9.

,

8.10.

9. Indemnity and limitation of liability

9.1.

/

9.2.

; , , , ,

, , , , ,

,

; , , , ,

;

9.3.

,

; ,

9.3.1

,

;

9.3.2

- ,

9.3.3

, , ,

;

9.4.

;

9.5.

9.6.

9.7.

9.8.

10. Relationship of parties

10.1.

10.2.

10.3.

10.4.

,
;

10.5.

;

10.6.

;

10.7.

;

11. Non-poaching

[]

12. Governing law

[/].

[/],

13. Force Majeure

13.1.

;

13.2.

,
,

14. Headings

,

.

,

.

15. Waiver

15.1.

,

,

,

,

,

,

,

,

,

,

,

,

,

,

,

,

,

,

,

,

,

,

,

,

,

,

,

,

,

,

,

,

,

,

16. Authority of developer

,
,

,

,

,

,

,

,

,

,

,

,

,

17. Notices and service

17.1.

,
,

,

,

17.2.

, - , , ;

17.3.

;

17.4.

,

18. Entire understanding

18.1.

, , , , ;

18.2.

,

19. Dispute Resolution

,

Exhibit 'A' Work Statement

Explanatory notes:

Software development agreement

General notes:

1. The fundamental purposes of this agreement are to record the arrangements made between the client and the developer and to protect the interests of both. The emphasis however,
;
2. A detailed written agreement and terms of business is the foundation of a litigation free relationship. This proposal sets out a pathway which may be changed greatly. What matters is that there is agreement
;
3. The Work Statement will include full details of what the client wants to achieve through creation and
;
4. The question of who owns what intellectual property rights is one for detailed discussion and decision before the agreement is signed. We have attempted
5. The developers' warranties to the client are simple and reasonable,
;
6. The limitations on liability are reasonable and relate only to contractual obligations. They are reasonable " "
;
7. This agreement mostly defines the general and commercial conditions. Kindly consider what exactly has been
;
8. The agreement will be with a person or company outside India or for a foreign entity assigning contract to an Indian contractor.
;
9. There are certain assumptions that we have made,
;

10. The agreement should , ;

11. The intention and purpose is to make , , ;

12. There is no special Article ;

13. The fee and criteria for payment of the fee .

14. You can utilize our services /

End of notes