

WEBSITE DESIGN AGREEMENT

THIS AGREEMENT is made the _____ day of _____ 2010
BETWEEN:

(1) _____ ('the Designer')

and

(2) _____ of
(the Client')

WHEREAS:

- A. The Designer provides interface design and other services in relation to the Internet and world-wide web (hereinafter together termed 'WWW').
- B. The Client wishes the Designer to design a Website for possible inclusion on WWW.
- C. The services are to be provided on the terms and conditions set out in this Agreement.
- D. The parties intend to enter a separate operation and maintenance contract dealing with the Website being accessible via WWW after acceptance of the Website in accordance with Clause 7.

IT IS HEREBY AGREED THAT:

1. DEFINITIONS

In this Agreement, the following terms shall mean:-

'Billing Rates' - the Designer's personnel charges from time to time as notified plus the cost of any materials provided.

'Cancellation Fee' - the percentage of that amount of the Project Price unpaid at the time of cancellation specified in Schedule 1.

'Client Senior Representative' - a member of the Client's management as notified to the Designer.

'Designer Senior Representative' - a member of the Designer's management as notified to the Client.

'Intellectual Property

'Rights' -	all copyrights, patents, database rights, registered and unregistered design rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.
'Project' -	the creation of the Website.
'Project Price' -	the cost of the Project as stated in Schedule 1.
'Retained Copyright' -	computer code or script, whether compiled or not, written by the Designer in HTML, CGI-bin, Perl, Java or any other computer language and incorporated into the Website as may be identified in more detail in Schedule 1.
'Specification' -	the document attached to Schedule 2 subject to any Specification Addenda
'Specification Addendum' -	an amendment to the Specification agreed by the parties in writing pursuant to Clause 10 below.
'Third Party Copyright'	Intellectual Property Rights owned by third parties in software used by Designer in creation of the Website as may be identified in more detail in Schedule 1.
'Website' -	a compilation of one or more webpages being a combination of text, data, sound, images or other material accessible through WWW to be developed by the Designer pursuant to the Specification.

2. THE AGREEMENT

In consideration of the Designer developing and supplying the Website for the Client and providing any other services in accordance with Schedule 3, the Client shall pay the Project Price to the Designer in accordance with Schedule 1.

3. PRICE PAYMENT AND CANCELLATION

4. THE CLIENT'S OBLIGATIONS

5. INTELLECTUAL PROPERTY AND INDEMNITIES

6. LIMITATION OF LIABILITY

7. TESTING AND ACCEPTANCE OF WEBSITE

8. WARRANTIES

9. CONFIDENTIALITY

10. CHANGE CONTROL

11. **TIME**
12. **ENTIRE AGREEMENT AND SEVERANCE**
13. **ASSIGNMENT AND SUB-CONTRACTING**
14. **NOTICES**
15. **FORCE MAJEURE**
16. **WAIVER**
17. **DISPUTE RESOLUTION**
18. **THIRD PARTY RIGHTS**
19. **PERSONNEL**
20. **GOVERNING LAW**