# App Development Contract

The entity responsible for developing the application is referred to henceforth as the “Developer”.

The entity that will assume full ownership of the final product that it has tasked the “Developer” with creating is referred to henceforth as the “Client”.

The final product, whether it is an executable, individual file, series of files, source code, etc. that the Client accepts as a finished product, is referred to henceforth as the “Work Product”.

1. **WORK AND PAYMENT**
   1. **Project**
      1. The Client is hiring the Developer to perform application development only and only for the Client.
      2. The developer may not demand remuneration for work performed that is not covered by this Contract.
   2. **Schedule**
      1. The Developer will begin working and complete work on the respective dates affixed at the end of this contract.
      2. If the Developer violates the preceding clause, (signifying clause 1.1) the Client is entitled to a be charged at a lower price, and the Developer must notify the Client upon such violation in writing, whether the violation was by design or by accident.
      3. The Developer must provide the Client with weekly (1 week) updates in writing, on the progress achieved in the tasks assigned to the Developer by the Client.
   3. **Expenses**
      1. The Client will reimburse expenses incurred by the Developer during the execution of those tasks assigned to the Developer by the Client, if any.
      2. The Client will pay the Developer the amount listed at the bottom of the contract, within 7 days of the Developer’s work starting date, listed at the bottom of the contract.
      3. If the Client is dissatisfied with the Developer’s work, the Client can demand a full refund or negotiate a new agreement.
      4. If the Client demands a refund, the Developer must refund the entire amount due.
2. **OWNERSHIP AND LICENSES**
   1. **Client Owns All Work**
      1. Upon the Developer’s completion of the tasks assigned to him/her/it by the Client, the Developer agrees to relinquish all rights (beside those granted to him/her/it by the Client) to the Work Product to the Client, including but not limited to commercialization rights.
      2. Upon the completion of the task, the Developer must relinquish all intellectual property and intellectual property rights strictly related to the product, including wireframes, mockups, icons and images, source code, libraries, and all other intellectual property created by the Developer in the process of developing the Work Product.
      3. The Developer’s sole right as it regards the completed Work Product is the right to use the Work Product in a strictly demonstrative fashion that is solely limited to the display or demonstration of the Work Product for use in a Portfolio, or in an exhibition thereof.
   2. **Intellectual Property Claims**
      1. The Developer will ensure that the Work Product does not infringe upon the intellectual property rights of any other entity.
      2. The Client will ensure that the information provided to the Developer for the creation of the Work Product does not infringe upon the intellectual property rights of any other entity.
      3. In developing the Work Product, the Developer may make use of intellectual property that he/she/it has not created. Such material may be owned by the developer or otherwise licensed from the owner of the intellectual property.
      4. In providing the Client with the Work Product, the Developer does not grant the client all rights over the intellectual property used in the project that did not pertain to the developer. The Client only has full rights over the “Developer’s IP” and not over the “Background IP” used by the developer.
      5. Rights to the Background IP are dictated by the rights set forth in the license agreements of such IP, if any.
      6. The Client grants the Developer the right to make use of the Client’s IP solely when reasonably necessary for the proper completion of the Developer’s job.
3. **COMPETITIVE ARRANGEMENTS**
   * 1. A competitor includes anyone who may have a financial interest in the Work Product, including parties or entities involved in the sale, manufacturing, licensing, etc., of a product/service that is markedly similar to that the Client desires the Developer to create.
     2. During the duration of this Contract, the Developer may not be employed by any competitors of the Client.
     3. The Developer pledges to ensure that any information regarding the Work Product, including ideas, IP, source code, etc., remains private between the Client and Developer.
     4. If the Developer must reveal information regarding the Work Product to a third Party, the Developer must notify the Client in writing and explain the reason for the need to communicate such information.
     5. In the process of developing the Work Product, the Developer must not make use of the services of a third party that is also a competitor (in accordance with the definition set forth in this paragraph).
     6. If the Developer employs employees or subcontractors, the Developer must ensure that the aforementioned parties respect the obligation set forth in this paragraph.
     7. If a competitor makes contact with the Developer, the Developer must notify the Client within 1 week of such contact, in writing.
4. **PRIVACY**
   * 1. The Developer will take all steps necessary to ensure the Client’s maximum privacy. This includes notifying the Client of all technologies, systems, etc used in the Work Product used to gather sensitive information, whether anonymous or not.
     2. The Developer understands that this Contract has the sole purpose of establishing regulations for what is a temporary business-business relationship that may not be misused. The Developer agrees not to use such a relationship to cause malicious damage to the Client.
     3. The Developer agrees to notify the Client of any privacy breaches or the presence of any private information that is accidentally transmitted to the Developer.
     4. The Developer and Client agrees to notify each other of any private information that is accidentally transmitted to the Client.
     5. The Client and the Developer both agree that the privacy regulations set forth in this document will not and must not prohibiting the use of their respective legal systems to prosecute illegal behavior, even if such behavior is revealed as a result of a privacy breach or the accidental misplacement of sensitive information. This clause is not limited to communication as it pertains to writing.
     6. Both the Client and the Developer agree that they will not share confidential informational pertaining to the opposing party without the latter’s consent.
5. **LIABILITIES**
   1. The Developer will ensure that his/her/it’s actions are in full accordance with Canadian criminal law and his/her/its respective provincial civil law.
   2. The Client will ensure that his/her/it’s actions are in full accordance with Canadian law and his/her/its respective provincial civil law.
   3. Each party promises to the other that it has the authority and the lawful right to enter into this contract.
   4. Neither parties will be held liable for damages or inconveniences that arise as a result of actions or events that were reasonably unforeseeable before the parties entered into the contract.
   5. If the Client experiences legal action as a result of an action performed by the Developer, the Developer agrees to come to the Client’s defense.
   6. In the case of civil disputes, both the Developer and the Client agree that they will first resort to arbitration as a means of resolving disputes.
   7. The Developer fully understands that by signing this contract, the Developer takes on the full burden of developing the Work Product.
   8. However, the Developer has the freedom to decide to subcontract such work to other entities, except the Client and any competitors, so as long as the terms within this contact, in particular the “Privacy”, “Ownership and Licenses”, “Liabilities”, and “Intellectual Property” claims, are respected by the subcontractors.
   9. Upon the completion of the Work Product, the Developer must produce a full list of all the operations, expenses, products and services, etc that were undertaken, incurred, or purchased in order to complete the final product. This includes libraries, source code, and all components and sub-components of the final product.
   10. Any modification to this contract must be delineated and agreed to in writing, having an affixed date and the signatures of both parties as proof of agreement.
   11. If either the Client or the Developer seeks to cancel the contract, the latter may send an email to the opposing party, containing the Freelance Project Cancellation Form.
   12. Upon receipt of the Cancellation Form, the Developer must notify the Client of receipt of the form within 7 days.
   13. The contract is considered canceled within 14 days after the Developer’s acknowledgment of receipt, during which the Developer and the Client may negotiate cancellation terms.
   14. Any cancellation request may be withdrawn at any time, but not after the expiration of the 14 day period after the Developer’s acknowledgment of receipt.

# Milestones

|  |  |
| --- | --- |
| **Milestone** | **Date (YY/MM/DD)** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

# THE PARTIES AGREE HITHERTO TO BE LEGALLY BOUND BY THIS CONTRACT

|  |  |
| --- | --- |
| **Developer signature:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  |
| **Client signature:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  |
| **Start date (YY/MM/DD):** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  |
| **End date (YY/MM/DD):** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  |
| **Date signed (YY/MM/DD):** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  |