**IT DEVELOPMENT AGREEMENT**

This IT Development Agreement is entered into on [INSERT THE DATE OF AGREEMENT], at [SPECIFY THE PLACE OF PERFECTION OF THE CONTRACT] by and between [SPECIFY THE NAME OF THE DEVELOPER] with its principal office located at [INSERT THE PRINCIPAL BUSINESS ADDRESS] and [SPECIFY THE NAME OF THE CUSTOMER] with his/her principal residence or office at [INSERT THE PLACE OF RESIDENCE OR BUSINESS ADDRESS OF THE CUSTOMER].

WITNESSETH

WHEREAS, [SPECIFY THE NAME OF THE DEVELOPER] located at [SPECIFY THE BUSINESS ADDRESS] is engaged in the [STATE THE NATURE OF THE BUSINESS INCLUDING THE TARGET MARKET].

WHEREAS, [SPECIFY THE NAME OF THE CUSTOMER] with his/ her residence or business located at [INSERT THE ADDRESS THE CUSTOMER] is into the business of [INSERT THE NATURE OF BUSINESS].

WHEREAS, [SPECIFY THE NAME OF THE CUSTOMER] expressly intends to secure the products, software and services of [SPECIFY THE NAME OF THE DEVELOPER] to [SPECIFY THE INTENDED PRODUCTS, SOFTWARE AND SERVICES TO BE AVAILED OF].

WHEREAS, [SPECIFY THE NAME OF THE DEVELOPER] accepts and promises to develop [SPECIFY THE PROGRAM OR SERVICES OFFERED AS WELL AS SERVICES] and offer the same to [SPECIFY THE NAME OF THE CUSTOMER].

THEREFORE, [SPECIFY THE NAME OF THE DEVELOPER] and [SPECIFY THE NAME OF THE CUSTOMER] agree and bind to abide by this agreement that:

1. DEFINITIONS

The terms and expressions used in this agreement shall be understood in the following manner:

1.a. [INSERT TERM 1] - [DEFINE THE WORD ACCORDING TO HOW IT IS UTILIZED IN THE AGREEMENT AND HOW PARTIES CONSTRUE IT CONSIDERING THE DETAILS AS WELL AS MANNER IT IS ARTICULATED. PROVIDE SOME EXAMPLES TO MAKE IT CLEARER.]

1.b. [INSERT TERM 2] - [DEFINE THE WORD ACCORDING TO HOW IT IS UTILIZED IN THE AGREEMENT AND HOW PARTIES CONSTRUE IT CONSIDERING THE DETAILS AS WELL AS MANNER IT IS ARTICULATED. PROVIDE SOME EXAMPLES TO MAKE IT CLEARER.]

1.c. [INSERT TERM 3] - [DEFINE THE WORD ACCORDING TO HOW IT IS UTILIZED IN THE AGREEMENT AND HOW PARTIES CONSTRUE IT CONSIDERING THE DETAILS AS WELL AS MANNER IT IS ARTICULATED. PROVIDE SOME EXAMPLES TO MAKE IT CLEARER.]

1.d. [INSERT TERM 4] - [DEFINE THE WORD ACCORDING TO HOW IT IS UTILIZED IN THE AGREEMENT AND HOW PARTIES CONSTRUE IT CONSIDERING THE DETAILS AS WELL AS MANNER IT IS ARTICULATED. PROVIDE SOME EXAMPLES TO MAKE IT CLEARER.]

2. TERM OF AGREEMENT

This IT Development Agreement shall be for a period of [INSERT DESIRED NUMBER OF MONTHS OR YEARS]. The term shall commence on [INSERT DATE OF COMMENCEMENT OF AGREEMENT] and shall be terminated on [INSERT LAST DATE OF AGREEMENT]. The term of the agreement shall also be subject to the following condition:

2.a. [SPECIFY CONDITIONS THAT WOULD GRANT EXTENSION TO THE AGREEMENT INCLUDING THEREIN THE REQUISITES FOR THE SAID EXTENSION].

2.b. [SPECIFY CONDITIONS THAT WOULD GRANT EXTENSION TO THE AGREEMENT INCLUDING THEREIN THE REQUISITES FOR THE SAID EXTENSION].

2.c. [SPECIFY CONDITIONS THAT WOULD CAUSE THE TERMINATION OF THE AGREEMENT].

2.d. [SPECIFY CONDITIONS THAT WOULD CAUSE THE TERMINATION OF THE AGREEMENT].

3. RESPONSIBILITIES OF THE PARTIES

[SPECIFY THE NAME OF THE DEVELOPER] and [SPECIFY THE NAME OF THE CUSTOMER], as the principal parties to this agreement undertake to perform acts necessary to the fulfillment of the objectives of this agreement. To specify:

3.a. DUTIES AND RESPONSIBILITIES OF THE DEVELOPER

[SPECIFY THE NAME OF THE DEVELOPER], with its utmost diligence, commits to do the following:

3.a.1. [STATE THE DUTIES AND RESPONSIBILITIES OF THE DEVELOPER STATING THEREIN ITS SPECIFIC ROLE IN GUARANTEEING THE ATTAINMENT OF THE AGREEMENT’S ENDS].

3.a.2. [STATE THE DUTIES AND RESPONSIBILITIES OF THE DEVELOPER STATING THEREIN ITS SPECIFIC ROLE IN GUARANTEEING THE ATTAINMENT OF THE AGREEMENT’S ENDS].

3.a.3. [STATE THE DUTIES AND RESPONSIBILITIES OF THE DEVELOPER STATING THEREIN ITS SPECIFIC ROLE IN GUARANTEEING THE ATTAINMENT OF THE AGREEMENT’S ENDS].

3.a.4. [STATE THE DUTIES AND RESPONSIBILITIES OF THE DEVELOPER STATING THEREIN ITS SPECIFIC ROLE IN GUARANTEEING THE ATTAINMENT OF THE AGREEMENT’S ENDS].

3.b. DUTIES AND RESPONSIBILITIES OF THE CUSTOMER

[SPECIFY THE NAME OF THE CUSTOMER], duly promises to execute the following:

3.b.1. [STATE THE DUTIES AND RESPONSIBILITIES OF THE CUSTOMER STATING THEREIN ITS SPECIFIC ROLE IN GUARANTEEING THE ATTAINMENT OF THE AGREEMENT’S ENDS].

3.b.2. [STATE THE DUTIES AND RESPONSIBILITIES OF THE CUSTOMER STATING THEREIN ITS SPECIFIC ROLE IN GUARANTEEING THE ATTAINMENT OF THE AGREEMENT’S ENDS].

3.b.3. [STATE THE DUTIES AND RESPONSIBILITIES OF THE CUSTOMER STATING THEREIN ITS SPECIFIC ROLE IN GUARANTEEING THE ATTAINMENT OF THE AGREEMENT’S ENDS].

3.b.4. [STATE THE DUTIES AND RESPONSIBILITIES OF THE CUSTOMER STATING THEREIN ITS SPECIFIC ROLE IN GUARANTEEING THE ATTAINMENT OF THE AGREEMENT’S ENDS].

4. PRODUCTS AND SERVICES OFFERED

4.a. Products/Software

[SPECIFY THE NAME OF THE DEVELOPER] offers its products or software to [SPECIFY THE NAME OF THE CUSTOMER] according to the specifications required by the latter. These products include:

4.a.1. [INSERT NAME OF PRODUCT/SOFTWARE PROVIDING THEREIN SPECIFICATIONS SUCH AS THE DESIGN AND DEVELOPMENT PROCESS ACCORDING TO THE DEMANDS OF THE CUSTOMER].

4.a.2.[INSERT NAME OF PRODUCT/SOFTWARE PROVIDING THEREIN SPECIFICATIONS SUCH AS THE DESIGN AND DEVELOPMENT PROCESS ACCORDING TO THE DEMANDS OF THE CUSTOMER].

4.a.3.[INSERT NAME OF PRODUCT/SOFTWARE PROVIDING THEREIN SPECIFICATIONS SUCH AS THE DESIGN AND DEVELOPMENT PROCESS ACCORDING TO THE DEMANDS OF THE CUSTOMER].

4.a.4.[INSERT NAME OF PRODUCT/SOFTWARE PROVIDING THEREIN SPECIFICATIONS SUCH AS THE DESIGN AND DEVELOPMENT PROCESS ACCORDING TO THE DEMANDS OF THE CUSTOMER].

4.b. Services Offered

[SPECIFY THE DEVELOPER] shall likewise provide not only the product or software but as well as the services needed for the said products or software to efficiently work. The services cover:

4.b.1. [SPECIFY THE SERVICES OFFERED WHICH ARE NECESSARY FOR RUNNING THE PROGRAM AS WELL AS MAINTENANCE OF THE SOFTWARE].

4.b.2. [SPECIFY THE SERVICES OFFERED WHICH ARE NECESSARY FOR RUNNING THE PROGRAM AS WELL AS MAINTENANCE OF THE SOFTWARE].

4.b.3. [SPECIFY THE SERVICES OFFERED WHICH ARE NECESSARY FOR RUNNING THE PROGRAM AS WELL AS MAINTENANCE OF THE SOFTWARE].

4.b.4. [SPECIFY THE SERVICES OFFERED WHICH ARE NECESSARY FOR RUNNING THE PROGRAM AS WELL AS MAINTENANCE OF THE SOFTWARE].

5. SPECIFICATIONS

[SPECIFY THE NAME OF THE CUSTOMER] shall detail the specifications needed for the product or software as well as the services required in order for [SPECIFY THE NAME OF THE DEVELOPER] to be guided and accurately meet the demands of the customer.

The said specifications shall be delivered to [SPECIFY THE NAME OF THE DEVELOPER] within [INSERT SUFFICIENT PERIOD OF TIME FOR THE DEVELOPER TO PRODUCE THE DESIRED PRODUCT OR SOFTWARE] as such will be the basis for the development of the software.

6. ACCEPTANCE AND REJECTION

The product or software provided by [SPECIFY THE NAME OF THE DEVELOPER] shall be subjected to [STATE THE QUALITY INSPECTION TEAM OF THE CUSTOMER] before it is accepted to ensure that the said product or software has met the specifications set forth by [SPECIFY THE NAME OF THE CUSTOMER].

6.a. Acceptance of Products/Software

The products and software are accepted or deemed accepted in the following circumstances:

6.a.1. [SPECIFY THE CONDITION OF THE PRODUCT OR SOFTWARE AND ITS ADHERENCE TO THE SPECIFICATIONS REQUIRED BY THE CUSTOMER].

6.a.2. [SPECIFY THE CONDITION OF THE PRODUCT OR SOFTWARE AND ITS ADHERENCE TO THE SPECIFICATIONS REQUIRED BY THE CUSTOMER].

6.a.3. [SPECIFY THE CONDITION OF THE PRODUCT OR SOFTWARE AND ITS ADHERENCE TO THE SPECIFICATIONS REQUIRED BY THE CUSTOMER].

6.a.4. [SPECIFY THE CONDITION OF THE PRODUCT OR SOFTWARE AND ITS ADHERENCE TO THE SPECIFICATIONS REQUIRED BY THE CUSTOMER].

6.b. Rejection of Products/Software

However, the said products and services may be rejected when the following instances are present:

6.b.1. [SPECIFY THE CONDITION OF THE PRODUCT OR SOFTWARE THAT DISQUALIFIES IT AND PROVIDE WHAT NEEDS TO BE DONE].

6.b.2. [SPECIFY THE CONDITION OF THE PRODUCT OR SOFTWARE THAT DISQUALIFIES IT AND PROVIDE WHAT NEEDS TO BE DONE].

6.b.3. [SPECIFY THE CONDITION OF THE PRODUCT OR SOFTWARE THAT DISQUALIFIES IT AND PROVIDE WHAT NEEDS TO BE DONE].

6.b.4. [SPECIFY THE CONDITION OF THE PRODUCT OR SOFTWARE THAT DISQUALIFIES IT AND PROVIDE WHAT NEEDS TO BE DONE].

6.c.Return of Products/Software

In instances when products or software are rejected and returned to [SPECIFY THE NAME OF THE DEVELOPER], the following manner shall be observed:

6.c.1. [INSERT THE DESIRED STEPS TO BE FOLLOWED BOTH BY THE DEVELOPER AND THE CUSTOMER IN CASE OF REJECTION AND RETURN OF PRODUCTS AND SOFTWARE].

6.c.2. [INSERT THE DESIRED STEPS TO BE FOLLOWED BOTH BY THE DEVELOPER AND THE CUSTOMER IN CASE OF REJECTION AND RETURN OF PRODUCTS AND SOFTWARE].

6.c.3. [INSERT THE DESIRED STEPS TO BE FOLLOWED BOTH BY THE DEVELOPER AND THE CUSTOMER IN CASE OF REJECTION AND RETURN OF PRODUCTS AND SOFTWARE].

6.c.4. [INSERT THE DESIRED STEPS TO BE FOLLOWED BOTH BY THE DEVELOPER AND THE CUSTOMER IN CASE OF REJECTION AND RETURN OF PRODUCTS AND SOFTWARE].

7. PRICE

The parties, [SPECIFY THE NAME OF THE DEVELOPER] and [SPECIFY THE NAME OF THE CUSTOMER] shall agree on the purchase price of the product, software and services based on the following factors:

7.a. [INSERT FACTOR THAT COULD INFLUENCE THE PRICE OF THE PRODUCT, SOFTWARE AND SERVICES].

7.b. [INSERT FACTOR THAT COULD INFLUENCE THE PRICE OF THE PRODUCT, SOFTWARE AND SERVICES].

7.c. [INSERT FACTOR THAT COULD INFLUENCE THE PRICE OF THE PRODUCT, SOFTWARE AND SERVICES].

In case of disagreement as to the purchase price despite the factors set forth, [STATE THE CURRENT MARKET VALUE OF THE PRODUCT, SOFTWARE OR SERVICES].

8. TERMS OF PAYMENT

[SPECIFY THE NAME OF THE CUSTOMER] shall pay [SPECIFY THE NAME OF THE DEVELOPER] in [STATE WHETHER IT IS LUMP SUM PAYMENT OR INSTALLMENT].

If payment is made in lump sum, [SPECIFY THE NAME OF THE NAME OF THE CUSTOMER] shall make the payment on [SPECIFY THE DATE OF PAYMENT].

If, on the other hand, payment is to be made in installment basis, [STATE THE NUMBER OF INSTALLMENTS INCLUDING THE INTEREST AND THE DATE OF PAYMENT].

8.a. [INSERT DATE OF 1ST INSTALLMENT, INTEREST AND TOTAL AMOUNT PAID].

8.b. [INSERT DATE OF 2ND INSTALLMENT, INTEREST AND TOTAL AMOUNT PAID].

8.c. [INSERT DATE OF 3RD INSTALLMENT, INTEREST AND TOTAL AMOUNT PAID].

9. FEES, TAXES AND OTHER EXPENSES

[SPECIFY THE NAME OF THE DEVELOPER] and [SPECIFY THE NAME OF THE CUSTOMER] have come to terms that [SPECIFY FEES, TAXES, AND OTHER EXPENSES WHICH ARE NOT COVERED BY THE PURCHASE PRICE] shall be apportioned in the following manner:

9.a. [STATE THE AGREED TERMS OF PAYMENT OF THE SAID FEES, TAXES, AND EXPENSES AS WELL AS THE SHARE OF EACH PARTY INCLUDING THE INTERESTS THEREIN, IF ANY].

9.b. [STATE THE AGREED TERMS OF PAYMENT OF THE SAID FEES, TAXES, AND EXPENSES AS WELL AS THE SHARE OF EACH PARTY INCLUDING THE INTERESTS THEREIN, IF ANY].

9.c. [STATE THE AGREED TERMS OF PAYMENT OF THE SAID FEES, TAXES, AND EXPENSES AS WELL AS THE SHARE OF EACH PARTY INCLUDING THE INTERESTS THEREIN, IF ANY].

9.d. [STATE THE AGREED TERMS OF PAYMENT OF THE SAID FEES, TAXES, AND EXPENSES AS WELL AS THE SHARE OF EACH PARTY INCLUDING THE INTERESTS THEREIN, IF ANY].

10. INTELLECTUAL PROPERTY RIGHTS AND LICENSING

[SPECIFY THE NAME OF THE DEVELOPER] and[SPECIFY THE NAME OF THE CUSTOMER] shall observe the laws on [SPECIFY THE LAWS ON INTELLECTUAL PROPERTY RIGHTS AND INCLUDE THE INTERNATIONAL TREATIES AND CONVENTIONS ON INTELLECTUAL PROPERTY]. The said laws shall govern the ownership as well as the intellectual rights of the products and software provided by [SPECIFY THE NAME OF THE DEVELOPER].

Any violation of the provisions of the above mentioned laws shall subject the offender to the following:

10.a. [STATE THE CONSEQUENCES OF SUCH VIOLATION TO THIS AGREEMENT INCLUDING THEREIN THE PENAL SANCTIONS AS WELL AS THE CIVIL LIABILITIES OF THE OFFENDER ].

10.b. [STATE THE CONSEQUENCES OF SUCH VIOLATION TO THIS AGREEMENT INCLUDING THEREIN THE PENAL SANCTIONS AS WELL AS THE CIVIL LIABILITIES OF THE OFFENDER ].

10.c. [STATE THE CONSEQUENCES OF SUCH VIOLATION TO THIS AGREEMENT INCLUDING THEREIN THE PENAL SANCTIONS AS WELL AS THE CIVIL LIABILITIES OF THE OFFENDER ].

10.d. [STATE THE CONSEQUENCES OF SUCH VIOLATION TO THIS AGREEMENT INCLUDING THEREIN THE PENAL SANCTIONS AS WELL AS THE CIVIL LIABILITIES OF THE OFFENDER ].

11. WARRANTIES

[SPECIFY THE NAME OF THE DEVELOPER] guarantees that the products, software and service provided to [SPECIFY THE NAME OF THE CUSTOMER] are:

11.a.[STATE THE COVERED WARRANTIES INCLUDING THE LIMITED WARRANTY LIABILITY, THE CONDITIONS THEREOF, THE REFUSAL FOR ACCEPTANCE OF THE PRODUCT, SOFTWARE AND SERVICES AS WELL AS THE PROCEDURE FOR OBTAINING WARRANTY SERVICES].

11.b.[STATE THE COVERED WARRANTIES INCLUDING THE LIMITED WARRANTY LIABILITY, THE CONDITIONS THEREOF, THE REFUSAL FOR ACCEPTANCE OF THE PRODUCT, SOFTWARE AND SERVICES AS WELL AS THE PROCEDURE FOR OBTAINING WARRANTY SERVICES].

11.c.[STATE THE COVERED WARRANTIES INCLUDING THE LIMITED WARRANTY LIABILITY, THE CONDITIONS THEREOF, THE REFUSAL FOR ACCEPTANCE OF THE PRODUCT, SOFTWARE AND SERVICES AS WELL AS THE PROCEDURE FOR OBTAINING WARRANTY SERVICES].

11.d.[STATE THE COVERED WARRANTIES INCLUDING THE LIMITED WARRANTY LIABILITY, THE CONDITIONS THEREOF, THE REFUSAL FOR ACCEPTANCE OF THE PRODUCT, SOFTWARE AND SERVICES AS WELL AS THE PROCEDURE FOR OBTAINING WARRANTY SERVICES].

12. INSURANCE

The parties shall secure the services of [INSERT NAME OF INSURANCE COMPANY] with [INSERT THE NAME OF DEVELOPER/CUSTOMER AS PREFERRED INSURED] and [INSERT THE NAME OF THE DEVELOPER/CUSTOMER AS PREFERRED BENEFICIARY] for the products, software and services on the happening of the contingency enumerated:

12.a.1. [SPECIFY THE CONTINGENCY/EVENT INSURED AGAINST].

12.a.2. [SPECIFY THE CONTINGENCY/EVENT INSURED AGAINST].

12.a.3. [SPECIFY THE CONTINGENCY/EVENT INSURED AGAINST].

This insurance contract shall have the following terms:

12.b.1. [STATE THE TERMS AND CONDITIONS OF THE CONTRACT OF INSURANCE AND ITS RELEVANCE TO THE PARTIES IN THIS PRINCIPAL AGREEMENT].

12.b.2. [STATE THE TERMS AND CONDITIONS OF THE CONTRACT OF INSURANCE AND ITS RELEVANCE TO THE PARTIES IN THIS PRINCIPAL AGREEMENT].

12.b.3. [STATE THE TERMS AND CONDITIONS OF THE CONTRACT OF INSURANCE AND ITS RELEVANCE TO THE PARTIES IN THIS PRINCIPAL AGREEMENT].

12.b.4. [STATE THE TERMS AND CONDITIONS OF THE CONTRACT OF INSURANCE AND ITS RELEVANCE TO THE PARTIES IN THIS PRINCIPAL AGREEMENT].

13. NOVATION

Alterations in this IT Development Agreement shall not be entertained unless both parties - [SPECIFY THE NAME OF THE DEVELOPER] and [SPECIFY THE NAME OF THE CUSTOMER] expressly consent in writing. It shall state:

13.a. [STATE THE PROVISION OF THIS AGREEMENT THAT NEEDS TO BE MODIFIED AND INCLUDE THEREAFTER THE NEW PROVISIONS OR REVISIONS TO BE MADE].

13.b. [STATE THE PROVISION OF THIS AGREEMENT THAT NEEDS TO BE MODIFIED AND INCLUDE THEREAFTER THE NEW PROVISIONS OR REVISIONS TO BE MADE].

13.c. [STATE THE PROVISION OF THIS AGREEMENT THAT NEEDS TO BE MODIFIED AND INCLUDE THEREAFTER THE NEW PROVISIONS OR REVISIONS TO BE MADE].

13.d. [STATE THE PROVISION OF THIS AGREEMENT THAT NEEDS TO BE MODIFIED AND INCLUDE THEREAFTER THE NEW PROVISIONS OR REVISIONS TO BE MADE].

Material alterations, however, shall not be allowed if it significantly alters or makes this agreement null and void.

14. TERMINATION OF AGREEMENT

This IT Development Agreement shall be terminated on the grounds enumerated:

14.a. [STATE THE GROUND THAT COULD SERVE AS A VALID BASIS FOR THE TERMINATION OF THE AGREEMENT WHICH COULD PREJUDICE THE RIGHT OF A PARTY OR ANY VIOLATION OF THE PROVISIONS HEREIN PROVIDED].

14.b. [STATE THE GROUND THAT COULD SERVE AS A VALID BASIS FOR THE TERMINATION OF THE AGREEMENT WHICH COULD PREJUDICE THE RIGHT OF A PARTY OR ANY VIOLATION OF THE PROVISIONS HEREIN PROVIDED].

14.c. [STATE THE GROUND THAT COULD SERVE AS A VALID BASIS FOR THE TERMINATION OF THE AGREEMENT WHICH COULD PREJUDICE THE RIGHT OF A PARTY OR ANY VIOLATION OF THE PROVISIONS HEREIN PROVIDED].

14.d. [STATE THE GROUND THAT COULD SERVE AS A VALID BASIS FOR THE TERMINATION OF THE AGREEMENT WHICH COULD PREJUDICE THE RIGHT OF A PARTY OR ANY VIOLATION OF THE PROVISIONS HEREIN PROVIDED].

15. BREACH OF CONTRACT

The commission of the acts specified below shall be considered as breach of the provisions of this agreement:

15.a. [SPECIFY THE ACT THAT VIOLATES ANY PROVISION OF THE AGREEMENT AND INCLUDE THE APPROPRIATE REMEDY FOR SUCH BREACH].

15.b. [SPECIFY THE ACT THAT VIOLATES ANY PROVISION OF THE AGREEMENT AND INCLUDE THE APPROPRIATE REMEDY FOR SUCH BREACH].

15.c. [SPECIFY THE ACT THAT VIOLATES ANY PROVISION OF THE AGREEMENT AND INCLUDE THE APPROPRIATE REMEDY FOR SUCH BREACH].

15.d. [SPECIFY THE ACT THAT VIOLATES ANY PROVISION OF THE AGREEMENT AND INCLUDE THE APPROPRIATE REMEDY FOR SUCH BREACH].

16. CONFLICT OF INTEREST

[SPECIFY THE NAME OF THE DEVELOPER] and [SPECIFY THE NAME OF THE CUSTOMER] shall not in any way engage in the same or similar contract with another party or third parties. Both parties are precluded from doing such act that would prejudice the rights of the other party.

Any violation of this provision shall entitle the other party to [SPECIFY THE DESIRED INDEMNITY AND AMOUNT OF DAMAGES FOR THE COMMISSION OF THE SAID ACT].

17. SETTLEMENT OF DISPUTES, GOVERNING LAW & ARBITRATION

1. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.
2. This Agreement shall be governed by the laws of India. The Courts in Mumbai (City Name) shall have exclusive jurisdiction over the subject matter of this Agreement.
3. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.
4. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be Mumbai (City Name). The award passed in the arbitration proceedings shall be final and binding on both the parties.
5. The cost of arbitration proceedings shall be equally borne by both the parties.
6. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

18. NON-DISCLOSURE AND CONFIDENTIALITY CLAUSE

During the existence of this agreement, the parties - [SPECIFY THE NAME OF THE DEVELOPER] and [SPECIFY THE NAME OF THE CUSTOMER] are expected to share information on:

18.a.1. [STATE THE SPECIFIC INFORMATION THAT IS EXPECTED TO BE DISCLOSE TO THE OTHER PARTY FOR THE FURTHERANCE OF THE OBJECTIVES OF THIS IT DEVELOPMENT AGREEMENT].

18.a.2. [STATE THE SPECIFIC INFORMATION THAT IS EXPECTED TO BE DISCLOSE TO THE OTHER PARTY FOR THE FURTHERANCE OF THE OBJECTIVES OF THIS IT DEVELOPMENT AGREEMENT].

18.a.3. [STATE THE SPECIFIC INFORMATION THAT IS EXPECTED TO BE DISCLOSE TO THE OTHER PARTY FOR THE FURTHERANCE OF THE OBJECTIVES OF THIS IT DEVELOPMENT AGREEMENT].

18.a.4. [STATE THE SPECIFIC INFORMATION THAT IS EXPECTED TO BE DISCLOSE TO THE OTHER PARTY FOR THE FURTHERANCE OF THE OBJECTIVES OF THIS IT DEVELOPMENT AGREEMENT].

Albeit sharing of information, [SPECIFY THE NAME OF THE DEVELOPER] and [SPECIFY THE NAME OF THE CUSTOMER] shall not in any way use for oneself nor divulge to others or third person any information on the following matters:

18.b.1.[STATE THE SPECIFIC INFORMATION THAT SHOULD BE KEPT CONFIDENTIAL DURING THE VALIDITY OF THE AGREEMENT AND THEREAFTER].

18.b.2.[STATE THE SPECIFIC INFORMATION THAT SHOULD BE KEPT CONFIDENTIAL DURING THE VALIDITY OF THE AGREEMENT AND THEREAFTER].

18.b.3.[STATE THE SPECIFIC INFORMATION THAT SHOULD BE KEPT CONFIDENTIAL DURING THE VALIDITY OF THE AGREEMENT AND THEREAFTER].

18.b.4.[STATE THE SPECIFIC INFORMATION THAT SHOULD BE KEPT CONFIDENTIAL DURING THE VALIDITY OF THE AGREEMENT AND THEREAFTER].

Failure to observe this non-disclosure and confidentiality agreement shall make the offender liable for:

18.c.1. [STATE THE PENALTY FOR VIOLATING THIS PROVISION. INCLUDE ANY PENAL AND CIVIL SANCTIONS].

18.c.2. [STATE THE PENALTY FOR VIOLATING THIS PROVISION. INCLUDE ANY PENAL AND CIVIL SANCTIONS].

18.c.3. [STATE THE PENALTY FOR VIOLATING THIS PROVISION. INCLUDE ANY PENAL AND CIVIL SANCTIONS].

18.c.4. [STATE THE PENALTY FOR VIOLATING THIS PROVISION. INCLUDE ANY PENAL AND CIVIL SANCTIONS].

19. SEVERABILITY CLAUSE

When it is found that a provision of this agreement or some parts herein are invalid and unenforceable, the said provision shall not affect the validity of the entire agreement. The agreement shall remain valid and enforceable.

20. SCOPE OF THE AGREEMENT

[SPECIFY THE NAME OF THE DEVELOPER] and [SPECIFY THE NAME OF THE CUSTOMER] uphold to have read and fully understood the provisions of this agreement. The parties recognize its existence and submit to its validity. Any repudiation of the herein provisions shall be construed against the said party.

IN WITNESS WHEREOF, [SPECIFY THE NAME OF THE DEVELOPER] and [SPECIFY THE NAME OF THE CUSTOMER], through their authorized representatives put on hand this [INSERT DATE OF SIGNATURE] at [INSERT PLACE OF CONTRACT].

[INSERT NAME OF REPRESENTATIVE OF THE DEVELOPER]

[SPECIFY THE NAME OF THE DEVELOPER]

[INSERT DATE SIGNED]

[INSERT NAME OF REPRESENTATIVE OF THE CUSTOMER]

[SPECIFY THE NAME OF THE CUSTOMER]

[INSERT DATE SIGNED]