**Development Agreement**

THIS AGREEMENT is made on [Date].

BETWEEN

[Supplier name and address] (hereafter referred to as the “Developer”).

Land-Based Learning Ltd, University of Northampton Innovation Centre, Green Street, Northampton, NN1 1SY. 08593103, (hereafter referred to as the “Client”).

The purpose of this Agreement (hereafter referred to as the “Agreement”) is to set out the arrangement under which the Developer will produce the [Product] on behalf of the Client.

**1. Developer’s duties**

The Client hereby engages the Developer, and the Developer hereby agrees to be engaged by the Client to develop the [Product] in accordance with the specification attached hereto as Appendix A (the “Specification”).

The Developer shall complete the development of the [Product], the final product, which shall be delivered to the Client by [Final delivery date] (the “Delivery Date”).

For a period of [Time frame] after delivery of the final product, the Developer shall provide the Client attention to answer any questions or assist in solving any problems concerning the operation of the [Product].

The Client may terminate this [Product] Development Contract at any time upon a material breach of the terms herein and failure to cure such a breach within [Time frame] of notification of such a breach.

**2. Delivery**

The [Product] shall function in accordance with the Specification on or before the Delivery Date.

If the [Product] delivered does not conform with the Specification, the Client shall within [Time frame] of the Delivery Date notify the Developer in writing of how it does not conform with the Specification. The Developer agrees that upon receiving such notice, it shall make reasonable efforts to correct any non-conformity.

**3. Acceptance and Rejection**

Inspection Period. The Client will have Business Days after the Developer delivers the [Product] to inspect and test the [Product] to ensure it meets the Acceptance Criteria (the “Inspection Period”).

**4. Training and Support Services**

Training.

The Developer shall, at the Developer’s expense, provide the Client’s employees with the initial training services necessary and desirable to operate the [Product].

Support

Initial Support. For the [12] month period beginning on the Effective Date, and at the Developer’s own expense, The Developer shall provide the Client with telephone or electronic support during the Developer’s normal business hours to help the Client locate and correct problems with the [Product], and internet-based support system generally available seven days a week, twenty-four hours a day. The Support shall be extended annually at the Client’s discretion.

**5. Intellectual property rights in the [Product]**

The Parties acknowledge and agree that the Client will hold all intellectual property rights in the [Product] including, but not limited to, copyright and trademark rights. The Developer agrees not to claim any such ownership in the Learning Material’s intellectual property at any time before or after the completion and delivery of the [Product] to the Client.

**6. Change in the specification**

The Client may request that reasonable changes to be made to the Specification and tasks associated with the implementation of the Specification. If the Client requests such a change, the Developer will use its best efforts to implement the requested change at no additional expense to the Client and without delaying delivery of the [Product]. If the proposed change will, in the sole discretion of the Developer, require a delay in the delivery of the [Product] or would result in additional expense to the Client, then the Client and the Developer shall confer and the Client may either withdraw the proposed change or require the Developer to deliver the [Product] with the proposed change and subject to the delay and/or additional expense. The Client agrees and acknowledges that the judgment as to if there will be any delay or additional expense shall be made solely by the Developer.

**7. Confidentiality**

The Developer shall not disclose to any third party the business of the Client, details regarding the [Product], including, without limitation any information regarding the [Product] Specification, or the Client’s business (the “Confidential Information”), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

**8. Developer warranties**

The Developer represents and warrants to the Client the following:

Development and delivery of the [Product] under this Contract are not in violation of any other agreement that the Developer has with another party.

The [Product] will not violate the intellectual property rights of any other party.

For a period of [Time frame] after the Delivery Date, the [Product] shall operate according to the Specification. If the [Product] malfunctions or in any way does not operate according to the Specification within that time, then the Developer shall take any reasonably necessary steps to fix the issue and ensure the [Product] operates according to the Specification.

**9. Limitation of liability**

Neither party will be liable to the other party for any indirect, incidental, consequential, special, punitive, or exemplary damages arising as a result of or related to the performance of the work, regardless of the type of claim and even if that party has been advised of the possibility of such damages, such as, but not limited to, lost profits, loss of revenue or anticipated profits or lost business.

**9. Indemnification**

Indemnification by the Client, as an indemnifying party, shall indemnify the Developer as an indemnified party, against all losses and expenses arising out of any proceeding brought by a third party and arising out of a claim that the [Product] infringes the third party’s Intellectual Property Rights.

**12. No modification unless in writing**

No modification of this Contract shall be valid unless in writing and agreed upon by both Parties.

**13. Dispute Resolution**

The parties agree that any dispute arising out of this Agreement shall be subject to the Law of England and to the exclusive jurisdiction of the English Courts.

**14. Payment Schedule and Cost**

The Client agrees to pay the Developer £6,300 (the “Fee”) for the development of the [Product] according to the Specification. The Developer is a VAT Exempt Company.

The Fee is payable by the Client [28 days] from receipt of the Developer’s invoice.

IN WITNESS WHEREOF, each of the Parties has executed this [Product] Development Contract, by both Parties duly authoried officer, as of the day and year set out below.

**Land-based Learning Ltd**

 Signature

[Date]

[Client.FirstName] [Client.LastName]

**[Developer]**

Signature

[Date]

[Client.FirstName] [Client.LastName]

**Specification**

**Scope**

[To be added]

**Payment Schedule**

[To be added]