

Development Agreement

This **Development Agreement** ("**Agreement**") is entered into as of _____ ("**Effective Date**") by and between the parties below:

Developer

Client

Client and Developer may be referred to individually as a "**Party**" and collectively as the "**Parties**."

1. Purpose

The purpose of this Agreement is to set out the terms and conditions under which Developer will design, develop, and deliver certain software, systems, or related services for Client as described in this Agreement.

2. Scope of Work

Developer shall perform the development services ("**Services**") described below:

- Development of _____
- Implementation of features and functionality as outlined in the project specifications
- Testing, debugging, and quality assurance
- Delivery of final product and related documentation

The detailed specifications, deliverables, and technical requirements shall be as follows:

Deliverable	Description	Delivery Date

Any changes to the scope must be agreed in writing by both Parties in accordance with the Change Management clause.

3. Term

This Agreement shall commence on the Effective Date and shall continue until _____ or until completion of the Services, unless terminated earlier in accordance with the Termination clause.

4. Fees and Payment Terms

Client agrees to pay Developer the following fees:

Payment Milestone	Amount	Due Date
Final Payment		

Payments shall be made within _____ days of receipt of a valid invoice. Late payments may incur interest at a rate of _____ % per month or the maximum allowed by applicable law.

Developer shall not be required to continue work if payments are materially overdue.

5. Client Responsibilities

Client shall:

- Provide timely access to necessary information, systems, and personnel
- Review and approve deliverables within a reasonable time
- Ensure that all materials supplied to Developer do not infringe third-party rights
- Cooperate in good faith to facilitate completion of the Services

6. Change Management

Any request to modify the scope, timeline, or deliverables must be documented in writing. Developer shall evaluate the requested changes and provide an estimate of any impact on cost and schedule. No changes shall be binding unless agreed in writing by both Parties.

7. Intellectual Property Rights

Upon full payment of all fees due under this Agreement:

- Client shall own all rights, title, and interest in the final deliverables specifically created for Client under this Agreement
- Developer retains ownership of all pre-existing materials, tools, frameworks, and know-how used in the development process

Developer grants Client a perpetual, non-exclusive, royalty-free license to use any Developer-owned materials incorporated into the deliverables as necessary for their intended use.

8. Confidentiality

Each Party agrees to keep confidential all non-public, proprietary, or sensitive information received from the other Party in connection with this Agreement. Such information shall not be disclosed to any third party without prior written consent, except as required by law.

This obligation shall continue for a period of _____ years following termination or completion of this Agreement.

9. Warranties

Developer represents that:

- The Services will be performed with reasonable skill and care
- The deliverables will substantially conform to the agreed specifications for a period of _____ days following delivery

Except as expressly stated, no other warranties are provided, and all implied warranties are excluded to the extent permitted by applicable law.

10. Limitation of Liability

To the maximum extent permitted by law:

- Neither Party shall be liable for indirect, incidental, or consequential damages
- Developer's total liability under this Agreement shall not exceed the total fees paid by Client under this Agreement

This limitation does not apply to liability arising from fraud, willful misconduct, or breach of confidentiality obligations.

11. Termination

Either Party may terminate this Agreement:

- For convenience upon _____ days' written notice to the other Party
- Immediately upon written notice if the other Party materially breaches this Agreement and fails to remedy such breach within _____ days of receiving notice

Upon termination:

- Client shall pay Developer for all work completed up to the termination date
- Developer shall deliver any completed or partially completed work upon receipt of payment
- Confidentiality obligations shall survive termination

12. Independent Contractor Relationship

Developer is engaged as an independent contractor. Nothing in this Agreement creates a partnership, joint venture, or employment relationship between the Parties.

13. Force Majeure

Neither Party shall be responsible for delays or failure to perform due to events beyond reasonable control, including natural disasters, governmental actions, labor disputes, or technical failures. The affected Party shall promptly notify the other Party and resume performance as soon as practicable.

14. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of _____.

Any dispute arising out of or in connection with this Agreement shall first be addressed through good faith negotiations between the Parties. If unresolved, the dispute shall be submitted to the courts of competent jurisdiction in _____.

15. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior agreements, discussions, or understandings.

16. Amendments

This Agreement may only be amended by a written document signed by both Parties.

17. Notices

All notices under this Agreement shall be in writing and delivered to the addresses specified above or to such other address as either Party may designate in writing.

18. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except to an affiliate or in connection with a merger or sale of substantially all assets.

19. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

20. Execution

This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original and together constitute one document.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement as of the Effective Date.

Developer

Name

Date

Signature

Client

Name

Date

Signature



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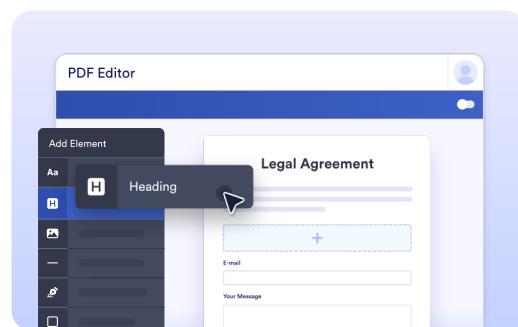
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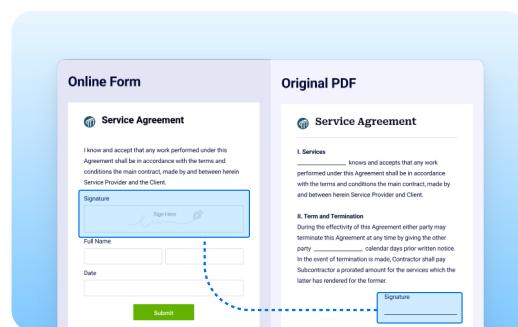
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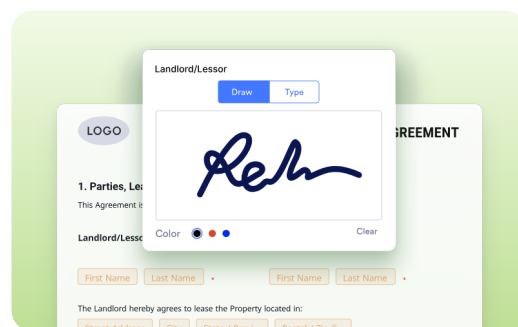
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