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## **GRAPHIC DESIGN AGREEMENT**

THIS AGREEMENT is made on the *[insert day]* day of *[insert month]* *[insert year]*

BETWEEN:

*[Insert the name and address of the organisation or person undertaking the project], ("the Designer")*

AND

*[Insert the name and address of the organisation commissioning the project], ("the Client")*

### **1. Interpretations**

**1.1** Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

**1.2** Reference to any statutory provisions in this Agreement shall include any statutory provisions, which amends or replaces it.

### **2. Outline of Agreement**

This Agreement details the terms and conditions agreed between the Parties for the graphic design project hereinafter known as the "Project" for the Client such development to be undertaken by the Designer.

### **3. Detailed Project Specification**

**3.1** The Parties have agreed a detailed Project specification as defined in Schedule One of this Agreement.

**3.2** Any amendments proposed to this Project specification must be made in writing and delivered to the other party. Either party is entitled to request a

meeting to discuss such amendments.

**3.3** If such proposed amendments incur additional expense the Designer is entitled to seek further payment to cover such expense.

#### **4. Fees**

**4.1** The Client will pay the agreed fees to the Designer on delivery of the Project, completed according to the Project specification detailed in Schedule One of this Agreement. The Designer will invoice the Client and the Client will pay the invoice, including Value Added Tax, (VAT) (where applicable) at the prevailing rate according to the terms of payment detailed on the invoice.

**4.2** The Designer will require payment on the completion of development milestones where the Project involves considerable development time to implement. Such development milestones and the amount of payment for the completion of each milestone to be included within the Project specification as defined in Schedule One of this Agreement, or if not specified in Schedule One to be agreed in writing by the parties prior to the commencement of the Project.

#### **5. Expenses**

**5.1** The Client will pay the expenses incurred by the Designer during the Project, including travel to the offices of the Client where required, the purchase of computer consumables required for the Project and such other reasonable expenses directly related to the Project.

**5.2** The Designer will inform the Client in writing in advance if significant expenses not covered by clause 5.1 have to be incurred during the Project.

#### **6. Delivery**

**6.1** The Designer will deliver the completed Project to the Client by way of Compact Disc, (CD) or such other data storage method as selected by the Designer.

**6.2** If the Client requires the completed Project to be loaded onto a fileserver using File Transfer Protocol (FTP) the Designer is entitled to make an additional reasonable charge for this service. The Client is responsible for ensuring that the intended fileserver or disk space on the fileserver is properly configured. The Designer will not load the completed Project onto a publicly available fileserver or disk space on such a fileserver until the Client has complied with the conditions laid out in clause 7 below.

## **7. Project Release**

**7.1** On delivery of the completed Project the Client will complete, sign, date and return to the Designer the Designer's standard Project Release Form.

**7.2** The Project Release Form will release the Designer from undertaking further work related to the Project. The Designer may however undertake additional work as requested by the Client either directly or indirectly related to the completed Project. Such work to be undertaken under the standard terms of business of the Designer.

**Sample document – the remaining are clause headings only  
Full document contains all clauses**

## **8. Delivery of Content & Materials**

## **9. Notice**

## **10. Confidentiality**

## **11. Credits and Publicity**

## **12. Intellectual Property Rights**

## **13. Warranties**

## **14. Indemnities and Limitation of Liability**

## **15. Termination**

## **16. Assignment**

## **17. Force Majeure**

## **18. Joint Venture or Partnership**

## **19. Non-Solicitation**

## **20. General**

## **21. Jurisdiction**

## **Schedule One**

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