

**WORK STATEMENT: EXHIBIT A**  
**In association with**  
**Web Design/Application & Development Agreement**

This Work Statement is dated << >> and is attached as Exhibit A to the Web Site/Application Development Agreement (the "Web Site/Application Agreement") dated << >> by and between << >> ("Client"), and << >> ("the Contractor"). The parties acknowledge and agree that this Work Statement supersedes all prior Work Statements.

**1. DESCRIPTION OF DELIVERABLES AND SPECIFICATIONS**

- 1.1 Summary of Purpose for Work Statement  
<<Insert Details>>
- 1.2 Description of Deliverables  
<<Insert Details>>
- 1.3 Identification of Pre-existing Works  
<<Insert Details>>
- 1.4 Equipment and Programming to be Provide by the Client  
<<Insert Details>>
- 1.5 Data Provided to the Contractor by the Client  
<<Insert Details>>
- 1.6 The Contractor's Resources  
<<Insert Details>>
- 1.7 Special Terms  
In the event of any material error in the Deliverables that could not reasonably have been discovered prior to acceptance of the Deliverables and is not discovered until after acceptance of the Deliverables, as the Client's sole and exclusive remedy therefor, the Contractor shall use commercially reasonable efforts to remedy such error in a prompt manner. If such error is not remedied in such manner, then the Client shall be entitled to a refund of an equitable portion of fees paid to the Contractor on a pro rata basis in the same proportion as the error reduces, if at all, the value to the Client of the Web Site/Application to which such error relates.
- 1.8 Client Contact  
Notices to the Client shall be sent to <<Name>> at <<Insert Address, Email, Facsimile etc.>>.

## 2. BUDGET/FEE/PAYMENT

### 2.1 Mode of Payment

2.1.1 The payment for all time, materials and other expenses of the Contractor associated with the production of the Deliverables shall be a fixed fee of << >>.

2.1.2 In addition, the Client shall upon execution of this Agreement pay/provide/grant to the Contractor << >>.

2.1.3 Where continued services are to be provided: the Contractor's obligation to maintain and upgrade the Web Site/Application as contemplated by this Work Statement shall be as follows:

2.1.3.1 Upon the Client's request, during the period of << >> years following the delivery of the Deliverables by the Contractor to the Client, the Contractor shall use commercially reasonable efforts to develop and deliver to the Client enhancements, modifications and maintenance according to the Client's written specifications, which shall become a revised Work Statement and attached to this Agreement.

2.1.3.2 Such work shall be performed at a rate of <<Insert Details>> or at the Contractor's then current rates as specified in the revised Work Statement.

### 2.2 Payment Schedule

The Client shall pay the Contractor for the work in accordance with the Performance Milestone schedule set out in Section 3.1 below. Each payment to the Contractor shall be contingent upon (i) written confirmation from the Client stating that the relevant Performance Milestone has been satisfactorily completed; and (ii) receipt of an invoice by the Client from the Contractor as provided in Section 2.3 below.

### 2.3 Invoicing

2.3.1 The Contractor shall submit invoices to the Client for payments due under this Agreement. Invoices shall be payable within 30 days of receipt and shall be submitted on the Contractor's receipt of written confirmation that a Performance Milestone has been satisfactorily completed.

2.3.2 All invoices that are not paid when due shall accrue interest from the due date until the date payment is received at the rate of <<e.g. 4>>% above the base rate of the Bank of England.

2.3.3 Where an invoice includes charges for time and materials, the invoice shall indicate the names, skill levels, and hours of the employees performing the work.

2.3.4 Reasonable supporting documentation including, but not limited to, receipts for reimbursable expenses shall accompany all related invoices.

### 2.4 Records and Audit

The Contractor shall:

- 2.4.1 keep, or procure that there are kept, such records and books of account as are necessary to enable the amount of any sums payable by it pursuant to this Agreement to be accurately calculated; and
- 2.4.2 at the reasonable request of the Client allow the Client or its agent to inspect those records and books of account and, to the extent that they relate to the calculation of sums invoiced to the Client, to take copies of them.

**3. SCHEDULE**

3.1 Schedule and Performance Milestones

This Schedule sets the target dates and Performance Milestones for the preparation and delivery of the Deliverables by the Contractor.

Performance Milestone	Responsible Party	Amount	Target Date
Web Site/Application Development	Client/Contractor	<< >>	<< >>
Agreement Executed		<< >>	<< >>
Project plan completed	Contractor	<< >>	<< >>
Development work to begin	Contractor	<< >>	<< >>
Demonstration Web Site/Application Completed and Delivered	Contractor	<< >>	<< >>
Testing Completed	Client/Contractor	<< >>	<< >>
Acceptance and final delivery	Client/Contractor	<< >>	<< >>

3.2 Testing Procedures

3.2.1 Component Tests

<<Insert Details>>

3.2.2 Systems Tests

<<Insert Details>>

3.2.3 Acceptance Tests

<<Insert Details>>

3.2.4 Post-Testing Corrective / Remedial Work

<<Insert

Details>>

3.3 Location of Work Facilities

3.3.1 Unless circumstances require otherwise, the Contractor shall undertake most of the work at its regular place of business located at <<Insert Address>>.

3.3.2 Where necessary and by mutual agreement, the Client shall provide the Contractor with office space, equipment and support at its regular place of business located at <<Insert Address>>.

#### 3.4 Progress Reports

Upon reasonable request by the Client, representatives of the parties shall meet for a formal progress presentation during which the Contractor shall describe the status of the work required under the Work Statement. Such presentation shall provide projections of the time of completion, the status of the Contractor's services and Deliverables, address any problems that have come to the Contractor's attention, and put forward the Contractor's views as to how such problems may be resolved.

#### 4. **WEB SITE/APPLICATION SPECIFICATIONS FOR HOSTING**

<<Insert Details>>

#### 5. **SERVICES RELATING TO HOSTING**

In connection with hosting the Web Site/Application the Contractor shall:

- 5.1 provide all facilities, equipment, online staff and services necessary to host, operate, manage and maintain the Web Site/Application in accordance with the terms of this Agreement and all applicable laws and regulations;
- 5.2 configure, install, house, maintain, monitor and operate all computer equipment, server, software, network equipment and other components thereof, in a commercially reasonable manner designed to maximise the reliability and security thereof;
- 5.3 use reasonable efforts to protect the Web Site/Application from unauthorised interruptions, viruses and outside attacks (including, without limitation, by installing appropriate firewalls, backup systems and other protective devices);
- 5.4 use reasonable efforts to maximise the online accessibility of the Web Site/Application to users of the World Wide Web;
- 5.5 use reasonable efforts to promote and market the Web Site/Application;
- 5.6 use reasonable efforts to collect such information from users of the Web Site/Application as the Client may reasonably request (including at a minimum, and without limitation, the name, address, telephone number, e-mail address, facsimile number and usage information of each user); provided, however, that the Contractor may provide users of the Web Site/Application with a means to elect to maintain the privacy and confidentiality of their information (and, for users making such an election, the Client hereby agrees to use such user information solely for internal purposes and not for any direct marketing purpose);
- 5.7 guide users of the Web Site/Application to proper software for viewing and working with content as necessary;
- 5.8 inform the Client of any disruptions caused by unruly visitors to the Web Site/Application; and

- 5.9 provide the Client with reasonable technical support via telephone and e-mail in connection with the use of the Web Site/Application and co-operate with the Client in directing customer support inquiries to the appropriate party.

**6. HOSTING FEES**

- 6.1 The Client shall pay to the Contractor a [monthly] OR [yearly] fee of << >> for hosting the Web Site/Application in accordance with the terms and conditions of this Agreement.
- 6.2 The Contractor may at any time change the price of hosting, provided << >> months' written notice is supplied to the Client. Where payment has already been made for a specified period, no further payment nor reimbursement shall be due and new fees shall take effect from the next payment due. The Contractor reserves the right to continue charging the Client old rates where new rates are higher.
- 6.3 The Client may change their hosting requirements at any time. In the event that such requirements are changed, the Contractor shall adjust the fees due accordingly.
- 6.4 All fees payable by the Client to the Contractor shall be paid in full, without set off or deduction. The Contractor reserves the right to suspend or terminate hosting services if fees are not paid on or before the due date.