TECH LEGAL

Expert Checklist for Contract Evaluation

Protecting Foreign Clients in Tech Deals

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1. Parties and Scope

- ☐ Ensure correct legal entities are named (with addresses and registration numbers).
- ☐ Clearly define the scope of services (e.g., frontend, backend, smart contracts, UI/UX, audits).
- ☐ Ensure there is a milestone-based deliverables schedule.

2. Intellectual Property (IP) Ownership

- ☐ Does the contract clearly state that all IP, source code, designs, and documentation will be owned by the client?
- ☐ Is there a clause assigning present and future IP rights to the client?
- ☐ Are open-source dependencies and third-party tools addressed (to avoid IP contamination)?
- ☐ Are moral rights waived by developers/vendors?

3. Deliverables & Acceptance Criteria

- ☐ Ensure the deliverables are listed in detail (tech specs, GitHub repos, documentation).
- ☐ Is there a formal acceptance process or sign-off clause?
- ☐ Are bugs, revisions, or retesting procedures defined?

4. Timelines & Penalties

- ☐ Mention clear delivery timelines and milestones.
- ☐ Is there a penalty clause for delay or failure?
- ☐ Are grace periods or force majeure terms reasonable?

5. Payment Terms

- ☐ Ensure that the payment structure is tied to deliverables or milestones.
- ☐ Are currency, taxes, and invoicing formats clearly stated?
- ☐ Insert refund and withholding provisions, if necessary.

6. Confidentiality & Non-Disclosure

- ☐ Include a binding NDA and confidentiality clause.
- ☐ Are subcontractors or third-party developers also bound by confidentiality?

7. Audit & Code Access

- ☐ The client ideally should have the right to audit or inspect the development process.
- ☐ Is access to source code and development environments defined?
- ☐ Is there a right to request code handover upon demand or at milestones?

8. Developer Assignment & Subcontracting

- ☐ Are individual developers named or assigned?
- ☐ Is subcontracting restricted or subject to approval?
- ☐ Is there a clause against unauthorized personnel access?

9. Breach, Termination & Exit Strategy

- ☐ Is there a clear termination clause (with notice period)?
- ☐ What happens to source code, IP, and documentation on termination?
- ☐ Is there a clause for transition assistance or project handover?

10. Liability, Indemnity & Dispute Resolution

- ☐ Are the vendor's liabilities capped appropriately?
- ☐ Is there indemnity against IP infringement, data loss, or code theft?
- ☐ Is the governing law specified (e.g., Singapore/UK/Delaware)?
- ☐ Is arbitration or court jurisdiction clearly mentioned?

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