Freelance Web Developer Contract

This Agreement is made on this day, November 17, 2024, between Santa Clara University, with a principal place of business at 500 El Camino Real, Santa Clara, CA 95053, (hereinafter referred to as "Client") and Capybara Contracts, a freelance web developer, (hereinafter referred to as "Contractor").

1. Services Provided

The Contractor agrees to provide the following services to the Client:

- Development of a custom website/web application, including but not limited to front-end and back-end development.
- Web design services, including UI/UX improvements as specified by the Client.
- Integration of any necessary third-party services, such as payment gateways or API integrations.
- Testing and debugging of the website/application to ensure smooth functionality.

The project scope will be finalized and detailed in a separate document, the Project Scope Document, attached to this contract.

2. Payment and Compensation

- The Client agrees to pay the Contractor $35 for the services rendered under this agreement.
- Payment will be made on a monthly basis upon receipt of an invoice from the Contractor.
- The total contract amount is estimated at $700, subject to any changes in the project scope, which must be approved by the Client in writing.
- Payment Schedule:
  - 50% upfront upon signing this contract
  - 50% upon completion of the project and prior to the final delivery.

3. Duration of Agreement

- The duration of the agreement is estimated to be 20 weeks.
- The project is expected to start on January 1, 2024, unless otherwise agreed upon in writing by both parties.
- The timeline may be extended if unforeseen circumstances arise, such as additional work requested by the Client or technical difficulties.

4. Confidentiality and Non-Disclosure

- The Contractor agrees to keep all information related to the Client's business, including any proprietary code or data, confidential and not to disclose it to any third party without the written consent of the Client.
- The Contractor may not use or disclose any proprietary information of the Client for any purpose other than the fulfillment of this contract.

5. Intellectual Property

- Upon full payment for the services provided, all intellectual property rights related to the work completed under this agreement shall transfer to the Client.
- The Contractor shall not claim ownership of the code, design, or any work produced during this contract.

6. Termination

- Either party may terminate this agreement by providing 10 days' written notice to the other party.
- In the event of termination, the Client agrees to pay for all work completed up to the point of termination.

7. Warranties and Representations

- The Contractor warrants that the services provided will be completed in a professional manner and in accordance with industry standards.
- The Client warrants that all content provided to the Contractor, such as text, images, and logos, is owned by the Client or licensed for use.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of California.

9. Entire Agreement

This contract represents the entire agreement between the Client and Contractor, superseding any prior discussions, understandings, or agreements related to the subject matter of this agreement.