

Software Development Contract for HAO

February 3, 2020

Dr. Joan Smith
Health Association of America

Re: Enclosed Software Development Contract

Dear Dr. Smith,

Please find enclosed our contract for the development of a conference web application for the Health Association of Oregon (HAO).

We are committed to delivering a product that meets your requirements and exceeds the expectations of your end users. To achieve this, we will continue to closely collaborate with you, refining your requirements to ensure we fully understand your needs. We will continue to seek your feedback at each step of the way as we develop your conference app. We also know that it is important to you that we finish this app on time and that it be something you can maintain with minimal cost and effort. We are committed to delivering the application within your timeframe and giving you a product that meets with your satisfaction and is sustainable.

Our team, comprising Jordan Jones, James Jetson, and myself, is enthusiastic about developing a software solution that fulfills your requirements.

We look forward to continuing to collaborate with you further and to making any adjustments to the design that might be needed. Let us know if there are any changes you would like to make to this contract. After any revisions, we can proceed with the signing.

All the best,

Brenda Bright, Jordan Jones and James Jetson
The CIT Capstone Project Team
brendab@my.lanecc.edu
123-456-7890 (mobile)

Contract for Development of a Conference Mobile App

1. Project Overview

The goal of this project is to develop a web app to be used by HAO (Health Association of Oregon) conference organizers and attendees. The app will have similar functionality to the HAA (Health Association of America) conference app. In particular, for each conference, it will have these features:

- a. Main agenda (without the mapping feature)
- b. My Schedule—personal schedule for the attendee
- c. Exhibitors
- d. Speakers
- e. Attendees
- f. Handouts—downloadable pdfs or links to conference web site pages
- g. Surveys
- h. Sponsors—advisements can be added to conference content

The app will work well in both desktop and mobile browsers.

There will also be a cloud-based “back-end” with a web page that provides a means for conference organizers to enter conference information into a cloud-based database from which the web app will pull conference information.

2. Deployment

The web app and cloud-based “back-end” will be hosted on the Microsoft Azure cloud.

3. Documentation

The app will have built-in “help” documentation. There will be an administrator’s guide for entering conference information via the back-end web page.

4. Estimate of Effort

We are providing an estimate for a system with the full features that you requested.

Web App

- a. Home View: Displays buttons for each section of the app.
4 hours
- b. Login page: Allows users to sign in or sign up with the app.
4 hours
- c. Navigation menu: Drop-down menu accessed from the app's navigation bar. Allows for quick access of sections of the app (same as the home view), and allows the user to sync data from the back-end.
12 hours
- d. Main Schedule & Personal Schedule: Displays all events in the conference, and events that the user has added to their schedule, respectively. Lists are organized by day. Items can be added to the device's calendar.
- e. *14 hours*
- f. Posters: List of posters, organized by day appearing.
6 hours

Contract for Development of a Conference Mobile App

- g. Exhibits: List of Exhibits at the conference, sortable by name or level.
6 hours
- h. Sponsors: List of conference sponsors, sortable by name or pledge level.
6 hours

Back-end

- a. Deploy: Deploy back-end, integrate with the mobile app.
16 hours
- b. Data stores: create data stores for each list, and implement data-syncing.
16 hours
- c. Login back-end: Implement sign-in/sign-up on back-end.
16 hours
- d. Data entry: Create web-app for user-friendly data entry.
30 hours

Project Management

- a. Planning and tracking
5 hours
- b. Writing documentation
5 hours

Total for Web App and Back-end: 140 hours

We have carefully estimated the time required to implement each part of the system, but estimation is never exact. The actual time required may be somewhat more or less than the estimate.

5. Timeframe and Workflow

We will use an “agile” approach in which we work in two week “sprints”. In each sprint we will implement a subset of the application’s features. Each sprint will progress in this way:

- At the beginning of each sprint we will meet with you to decide:
 - Which features to implement and their priorities.
 - The maximum number of hours you authorize us to work.
- We will implement and test the features.
- At the end of the sprint we will meet with you to:
 - Demonstrate the features we’ve added to the app.
 - Get your feedback on any changes you would like us to make.

We can allocate at least 20 hours per week of developer time to this project. We may be able to allocate more, or less, at your request. At 20 hours per week, here are the projected project durations for each variant of the project:

- ***Web app and back-end: 7 weeks.***

6. Cost Estimate and Payment Terms

Since HAO is a non-profit organization we are offering a discounted hourly rate of *\$0 per hour*. (Our normal rate is \$75 per hour for development and \$125 per hour for management.) At the discounted rate, these are the cost estimates:

Contract for Development of a Conference Mobile App

- *Mobile app and back-end: \$0*

7. Possible Issues

These are features that may take longer than estimated due to unforeseen technical issues:

- Pushing schedule updates out to mobile devices.
- The administrative web pages.

8. Software Development Agreement

This Software Development Agreement (the “Agreement”) states the terms and conditions that govern the contractual agreement between a Lane Community College student team consisting of [Name of students on the team], (the “Developer”), and [Client name] having his principal place of business at [Client address] (the “Client”) who agree to be bound by this Agreement.

WHEREAS, the Client has conceptualized the [Name of software project] (the “Software”), which is described in further detail in the first section of this document, and the Developer is a contractor with whom the Client has come to an agreement to develop the Software.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties to this Software Development Agreement, the Developer and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

- A. DEVELOPER’S DUTIES. The Client hereby engages the Developer and the Developer hereby agrees to be engaged by the Client to develop the Software in accordance with the specification described above and any changes requested by the client during the development process.
- B. CLIENT’S DUTIES. The Client hereby agrees to meet with the Developer at least once every two weeks for two-hour sprint review meetings. The Client will provide the requirements for the Software and evaluate the Software at the end of each sprint to determine if it is meeting the requirements.
- C. DELIVERY. We will practice continuous delivery by working in two-week sprints in which we will implement a subset of the application’s features and deliver working software for the client’s evaluation. The deliverables for each sprint will be agreed upon by the client and the developer.
Upon completion of each Sprint, the Client shall review the functionality of the Software and communicate both aspects with which they are satisfied and aspects which they would like to be changed.

If there is a delay in delivering the features or changes planned for a sprint, the Developer and the Client shall discuss in good faith at the next Sprint Review

Contract for Development of a Conference Mobile App

Meeting and the Developer shall make use of all available resources to deliver those features or changes in the next sprint.

- D. INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE. The Parties acknowledge and agree that the Client will hold all intellectual property rights to the Software including, but not limited to, copyright and trademark rights. The Developer agrees not to claim any such ownership in the Software's intellectual property at any time prior to or after the completion and delivery of the Software to the Client.
- E. INDEMNIFICATION. The Developer and Client agree to indemnify, defend, and protect each other from and against all lawsuits and costs of every kind pertaining to the software. The Developer agrees to indemnify, defend and protect the Client from the Developer's infringement of the intellectual rights of any third party.

IN WITNESS WHEREOF, each of the Parties has executed this Software Development Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

DEVELOPER

_____	_____
[Capstone team member name]	Date

_____	_____
[Capstone team member name]	Date

_____	_____
[Capstone team member name]	Date

CLIENT

_____	_____
[Client name]	Date