

Software Development Contract for OMA

1. Project Overview

The goal of this project is to develop a mobile app to be used by OMA conference organizers and attendees. The app will have similar functionality to the AMA (American Medical Association) 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

There will be both Android and iOS versions of the app.

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 mobile app will pull conference information.

2. Deployment

The Android and iOS apps will be distributed through the Google Play store and the Apple App store.

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

3. Documentation

The app will feature built-in “help” documentation. We will provide an online administrator’s guide for entering conference information via the back-end web page.

4. Estimate of Effort

We are providing two sets of estimates. The first estimate is for a system that includes all the features that were originally requested. The second estimate is based on a subset of those features.

- a. Full featured system

Mobile App

- i. Home View: Displays buttons for each section of the app.
4 hours
- ii. Login page: Allows users to sign in or sign up with the app.
4 hours
- iii. 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-

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end.

12 hours

- iv. 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.
14 hours
- v. Posters: List of posters, organized by day appearing.
6 hours
- vii. Exhibits: List of Exhibits at the conference, sortable by name or level.
6 hours
- viii. Sponsors: List of conference sponsors, sortable by name or pledge level.
6 hours

Back-end

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

Project Management

- i. Planning and tracking
5 hours
- ii. Writing documentation
5 hours

Total for Mobile 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.

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- 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:

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

6. Cost Estimate and Payment Terms

Since OMA 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:

- ***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. Payment Terms

At the end of each month, we will send you an invoice for the hours worked during that month. If we are working 20 hours a week on the project, that will be approximately \$0 for a full month.

In the unlikely case of late payments, an interest rate of 5% per month will be charged.

9. 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.

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

- D. COMPENSATION. In consideration for the Service, the Client shall pay the Company at the rates described in this proposal (the "Pricing"), in accordance with the payment terms.
- E. 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.
- F. INDEMNIFICATION. The Developer agrees to indemnify, defend, and protect the Client from and against all lawsuits and costs of every kind pertaining to the software including reasonable legal fees due to the Developer's infringement of the intellectual rights of any third party.

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G. APPLICABLE LAW. This Software Development Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Oregon and subject to the exclusive jurisdiction of the federal and state courts located in Lane County, Oregon.

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

[Capstone team member name] Date

CLIENT

[Client name] Date