



Independent Contractor Letter of Agreement

Agreement dated this 30th day of October 2013, by and between President and Fellows of Harvard College, a Massachusetts nonprofit educational corporation, on behalf of the Harvard University Graduate School of Design ("Harvard") and Brian Watterson, a contractor located at 92 Saint Marks Pl #3, Brooklyn, NY 11217; (330) 324-5576 ("Contractor").

I understand that in providing these services, my status will be that of an independent contractor, free from Harvard's direction and control. I understand that I am not an agent or employee of Harvard and am not expected or authorized to enter into binding commitments on Harvard's part. The Contractor will be responsible for the payment of all Federal and State income and employment taxes on any payments made by Harvard. Harvard will not withhold such taxes but will report any payments to the Internal Revenue Service on a Form 1099.

It is further understood that if any non-public documents or information are provided to the Contractor in the course of the work, such documents or information will be considered confidential, will be used only for the work, will remain the property of Harvard, and will be returned (all copies) on completion of the work.

Contractor will not use the name "Harvard" in advertising or promotional materials without prior written approval of Harvard. Any intellectual property resulting from the contractor's service under this agreement will remain the property of Harvard. This agreement may be terminated by Harvard upon three days written notice.

The work covered in this agreement will be performed for:

Jennifer Sigler and Benjamin Prosky; Harvard GSD Publications

Scope of Work

Core site: Includes the programming of Harvard Design Magazine's new website based on magazine design developed by Jiminie Ha.

Develop a web-based content management system that will enable Harvard Design Magazine to maintain, add, and edit content within the magazine's online presence. The CMS will allow for the creation and maintenance of content based on, but not limited to, the structure of the print magazine, with potential special online features, with ability to incorporate text, images, captions, audio, video, and links. The full scope of editable content types shall be finalized once the design has been approved.

Content will be organized and interlinked through a system of tags or categories, as well as by year, etc. Per the design, the CMS will allow one to feature or highlight different aspects of the magazine prominently on the home page. The site will also include areas about the magazine in general, including contact information, subscription information, and the like.

Social media and sharing features will be integrated, but user contributions, such as responding and commenting, are not included.

The site design and technology will be responsive so that it works optimally on smartphones, tablets, and desktop computers. The website will be programmed for modern browsers; it will not be programmed to support outdated browsers, specifically, browser versions released prior to Internet Explorer 9.

This contract does not include implementation of an advertising system, nor will it provide users the possibility to subscribe electronically. Features such as advertising and online subscriptions can be pursued through an additional future agreement.



Software and Hardware

The Content Management System will be developed in Ruby on Rails and make use of MySQL for database storage. As such, a virtual private server (VPS) with "root" access for the installation of such software must be used to host the website. VPS Hosting company, Linode (linode.com), is the recommended provider. A domain name that points to the VPS will need to be purchased.

Schedule & Fees

Phase 1: Design Development

October 14–December 11

November 13: Initial design presentation

November 22: Harvard comments and feedback submitted

December 13: Design presentation

December 20: Harvard comments and feedback submitted

January 6: Final design presentation

January 10: Final Harvard comments

January 15: Final presentation and sign-off.

Following sign-off, content types and revisions are limited to bug fixes and interface flaws that are discovered only in the context of the working site.

\$3,333

Phase 2: Programming

January 15–April 14

February 14: Progress check-in, presentation of working prototype

May 14: Final presentation of the working site, and sign-off

\$3,333

Phase 3: Content Population & Launch

May 14–June 1

Content population is Harvard Design Magazine's responsibility, with support and reviews from myself. This is the best way for staff to become familiar with the CMS. However, I'll help to get you established with sample pages etc.

\$3,334

Total: \$10,000

Additional Costs Not Included

- Post-launch support, including fixes for bugs discovered after the launch or related to new browsers, security attacks, network issues, etc., as well as additional training, or small new features. Billed at \$200/hour, or by monthly contract, e.g. for 4 or 8 hours per month. For larger features, a separate proposal or informal estimate can be developed for each larger feature.
- Website hosting on external provider. Estimate \$50/month (paid directly to provider by Harvard Design Magazine.)
- Licensing for web fonts, if any. Estimate available upon design direction.
- New photography, if any (art direction, photographer's fee, stylist's fee, etc.)
- Licensing for software, existing photography, etc. Not anticipated.
- Travel expenses approved prior to incurrence
- Color printouts. Not anticipated.
- Messengers or shipping. Not anticipated.



Payment

Payment for Phase 1 (\$3,333) is due at the start of Phase 1. Payment for Phase 2 (\$3,333) is due at the start of Phase 2. Payment for Phase 3 (\$3,334) is due at launch. Payments are due within 30 days of a given invoice.

Cancellation

In the event the project should be cancelled during Phase 1–2, payment is due for the entirety of Phase 1 and 2 (\$6,666) regardless of the project status.

In the event the project should be cancelled during Phase 3, pro-rated payment through the date of cancellation is due.

Change Orders

Should Harvard Design Magazine require additional iterations beyond those described in the above schedule (which describes a maximum of two iterations per phase); or should Harvard Design Magazine approve (whether verbally, by email, etc.) a design or code deliverable or iteration from us, or content you supply to us, and then request further changes to the same deliverable or content, we may charge you for those changes at an hourly rate of \$200. I will advise you of those charges, i.e. of the need for a change order to perform a particular change, prior to executing the billable work.

Ownership

All software, source code, algorithms, architecture, navigation logic, administrative interfaces, and other technologies we may develop for this project, or that we have previously developed and may re-use or adapt in this project, are not to be considered "work for hire." Brian Watterson will remain the sole owner of the copyright and all other rights to such code and design.

Harvard Design Magazine is granted an irrevocable, non-exclusive, worldwide, royalty-free, fully-paid license in perpetuity to the above software. Harvard Design Magazine, if it wishes, may adapt or alter this software and source code at any future time, but may not distribute this software or such adaptations to any third parties for their own use. If Harvard Design Magazine contracts with an outside consultant other than Brian Watterson to perform such adaptation, the third party must sign an agreement with Harvard Design Magazine not to distribute this code for the use of any party except Harvard Design Magazine.

The project's public-facing visual design and visual assets are the property and copyright of Harvard Design Magazine, but may be re-used by Brian Watterson for purpose of presentation to solicit work or foster discussion, a right which you hereby grant to him.

Design and programming credit will be displayed inconspicuously on the website in language to be determined.

Indemnification & Damages

With respect to any breach by either party of any of its foregoing representations, warranties, or covenants, the breaching party hereby indemnifies and shall hold harmless the other party against any loss or damage (including reasonable attorneys' fees) incurred by reason of such breach.

The foregoing representations, warranties, covenants and indemnification shall survive the expiration or termination of this agreement.

In no event shall damages payable by Brian Watterson exceed \$10,000. Brian Watterson shall not be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by us, even if we have been advised of the possibility of such damages.



Harvard University
Graduate School of Design

Signed by:

Patricia Roberts, Executive Dean Harvard Graduate School of Design

and

Brian Watterson

Nov 1, 2013

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