Work for Hire Contract

Between us, The OpenGov Foundation ("OpenGov") and you, [your name here].

Summary:

We'll always do our best to fulfill your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text. We've no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

In Short

We, The OpenGov Foundation, located at 1200 18th Street NW, Suite 700, Washington, D.C. 20036, in the United States of America, are hiring you [Your Name And Address] to provide [list of services]. We will pay you [amount] for this work. We understand that rate and total both may change if additional or less work is needed.

What do both parties agree to do?

[Your Name]: You have the authority to enter into this contract on behalf of yourself, your company or your organization. You have the experience and ability to do everything we've agreed with you and you'll do it all in a professional and timely manner. You'll endeavor to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.

The OpenGov Foundation: We'll give you everything you need to complete the project, when and in the format you need it. We'll review your work, and provide feedback and approval in a timely manner, too. Deadlines work two ways, so we'll also be bound by dates we set together. We also agree to stick to the payment schedule set out at the end of this contract.

All of the Details

Development

You will write the software adhering to the appropriate standards, using only known and supported technologies. Since the work we do is to support the Open

Source community, everything will need to be under an Open Source license. In most cases, everything created for us will need to be released under the [Apache 2, MIT, GPL3, etc] license.

We'll have opportunities to review your work and provide feedback. If, at any stage, you or we are not happy with the direction our work is taking, we'll pay you in full for everything you've produced until that point and cancel this contract.

HTML, CSS and JavaScript

We use templates developed from HTML5 markup, CSS2.1 + 3 stylesheets for styling and unobtrusive Javascript for feature detection, poly-fills, and behaviors.

Programming and Databases

We will be storing all site code and database schema in a GitHub repo, available for public download.

Browser Testing

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

Desktop & Mobile Browser Testing

We will test your work in current versions of Google Chrome, Firefox, Internet Explorer, and Safari. We don't expect everything to work perfectly in all other browsers, but we may employ you to help us add support for other platforms, for an additional fee.

Technical Support

We will manage the hosting and setup of the application on our servers – but we may ask for advice along the way. If additional time is needed here for you to help us with that, we'll pay you for that time.

Warranties and Limitations

Although we know you will do your best to make sure that your software is completely bug-free, occasionally issues are found after launch. You will provide fixes for any issues discovered as quickly as you are able to get to them. Generally, we assume this will come at no additional cost to us, but you will be sure to tell us if the issues are outside the scope of what you can do for free.

Changes and Revisions

We know from experience that fixed-price contracts are rarely beneficial to either of us, as they often limit us to our earliest ideas. The price at the beginning of this contract is based on the length of time you estimate you'll need to accomplish everything we've told you that we want to achieve, but we're happy to be flexible. If we want to change our mind or add anything new, we'll ask you to provide a separate estimate for that.

You won't do anything unless we ask you to, so you should wait until you have our signoff before making any changes. Additionally, if you discover that any item will take more time than you'd originally estimated, you'll let us know of that too, in case we want to change direction.

Legal Stuff

You don't guarantee that your work will be perfectly error-free and so you aren't liable to us or for any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if we've advised you of them. You are also not responsible for any user-submitted content or any misuse of the system that other people commit. Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Copyrights

First, you guarantee that all materials – code, text, images or other artwork – that you provide are either owned by you, or that you've permission to use them. Then, when our payment has cleared, copyright will be automatically assigned as follows:

We will retain the copyright to all the work you perform solely for us, created on a work-for-hire basis in accordance with US and UK law. However, this work will remain under the original open source license, freely available to the public, in keeping with our organizational goals.

Any work performed as part of an existing, larger whole will retain the original copyright – whether that is to you, us, or some other party.

Payments

We understand how important it is as a small business to pay the invoices that you send us as promptly as possible. As we're also sure you'll want to stay friends, we agree to stick to the following payment schedule.

[Payment schedule]

The Small Print

Just like a parking ticket, you can't transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of Washington, D.C., USA courts.

The Dotted Line

—————————————————————————

Signed by and on behalf of The OpenGov Foundation

—————————————————————————

Date

—————————————————————————

Signed by and on behalf of [Name]

—————————————————————————

Date

Everyone should sign above and keep a copy for their records.