

**Project Agreement**

**Table of Contents**

| **SL** | **Title** | **Page No.** |
| --- | --- | --- |
| 1 | Developers Duties | 3 |
| 2 | Delivery | 4 |
| 3 | Intellectual Property Rights in the Software | 4 |
| 4 | Change in Specifications | 4 |
| 5 | Confidentiality | 5 |
| 6 | Developer Warranties | 5 |
| 7 | No Modification Unless in Writing | 5 |
| 8 | Exhibit A (Software Specifications) | 7 |
| 9 | Exhibit B (Project Milestones Schedules) | 8 |

This Software Development Agreement states the terms and conditions that govern the contractual agreement between Software Group3 3 having its principal place of business at University of Liberal Arts Bangladesh, and Mr. Anowarul Abedin who are bound by this agreement.

WHEREAS, the Client has conceptualized *“done”* an out of the box solution for freelancers and employers, which is described in further detail on Exhibit A, 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 covenant and agree as follows:

1. 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 specifications attached hereto as Exhibit A (the “Specifications”).

1. The Developer shall complete the development of the Software according to the milestones described on the form attached hereto as Exhibit B. In accordance with such milestones, the final product shall be delivered to the Client

by May 25, 2018.

1. For a period of 6 months after delivery of the final product, the Developer shall provide the Client attention to answer any questions or assist solving any problems with regard to the operation of the Software free of charge. The Developer agrees to respond to any reasonable request for assistance made by the Client regarding the Software within 48 hours of the request.
2. Except as expressly provided in this Software Development Agreement, the Client shall not be obligated under this Agreement to provide any other support or assistance to the Developer.
3. The Developer shall provide to the Client after the Delivery Date, a cumulative 48 hours of training with respect to the operation of the Software if requested by the Client.
4. DELIVERY.

The Software shall function in accordance with the Specifications on or before the Delivery Date.If the Software as delivered does not conform with the Specifications, the Client shall within 7 days of the Delivery Date notify the Developer in writing of the ways in which it does not conform with the Specifications. The Developer agrees that upon receiving such notice, it shall make reasonable efforts to correct any non-conformity.

3.INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE.

The Parties acknowledge and agree that the Client will hold all intellectual property rights in 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.

4. CHANGE IN SPECIFICATIONS.

The Client may request that reasonable changes be made to the Specifications and tasks associated with the implementation of the Specifications. If the Client requests such a change, the Developer will use its best efforts to implement the requested change at no additional expense to the Client and without delaying delivery of the Software. In the event that the proposed change will, in the sole discretion of the Developer, require a delay in the delivery of the Software or would result in additional expense to the Client, then the Client and the Developer shall confer and the Client may either withdraw the proposed change or require the Developer to deliver the Software with the proposed change and subject to the delay and/or additional expense. The Client agrees and acknowledges that the judgment as to if there will be any delay or additional expense shall be made solely by the Developer.

The developer if feels the need to bring about any sort of changes in the specifications is free to do so but must consult with the client (if available) beforehand.

5. CONFIDENTIALITY.

The Developer shall not disclose to any third party the business of the Client, details regarding the Software, including, without limitation any information regarding the Software’s code, the Specifications, or the Client’s business confidential information, (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

6. DEVELOPER WARRANTIES.

The Developer represents and warrants to the Client the following:

1. Development and delivery of the Software under this Agreement are not in violation of any other agreement that the Developer has with another party.
2. The Software will not violate the intellectual property rights of any other party.
3. For a period of 6 months after the Delivery Date, the Software shall operate according to the Specifications. If the Software malfunctions or in any way does not operate according to the Specifications within that time, then the Developer shall take any reasonably necessary steps to fix the issue and ensure the Software operates according to the Specifications.

7. NO MODIFICATION UNLESS IN WRITING.

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

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Software Group 3

Department of Computer Science and Engineering, University of Liberal Arts Bangladesh (ULAB)

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Mr. Anowarul Abedin

Senior Lecturer, Department of Computer Science and Engineering

University of Liberal Arts Bangladesh

EXHIBIT A

**SOFTWARE SPECIFICATIONS**

“*done”* is a web based platform that gives freelancers the opportunity to be employed in the field of their choice; it allows employers to choose and communicate with the freelancer they want to hire to complete the task/job at hand. There are multiple web applications on the world wide web that offers the same functionality, however the functionalities that make *“done”* stand out from the rest are its payment method, its employment method specifically designed to help employers find the best fit person for their tasks and lastly the fields that are available for freelancers and employers to choose from. A detailed description of the functionalities are given below.

The application will allow freelancers from a variety of backgrounds/fields to join and exhibit their talents for employers to choose from. Instead of freelancers “*bidding”* for a job they will have the opportunity to apply for a job however it is the employer that will have the freedom to choose who gets to get the job done. Once the employer decides on who to employ for their task at hand they will be given the option to communicate via the web application or via other methods that they may prefer. During the process of communication the freelancer and employer will decide the terms of their agreement and proceed with the next step. After the terms are set the employer will complete his/her payment for the task; in this case *“done”* will act as a middle man who will hold on to the payment till the task is complete, once complete payment to the freelancer will be carried out by “*done”*. The employer as well as the freelancer will be made aware of the charges that will be deducted by the application as platform/company fees. Employers will be able to rate and comment about the freelancers they employed and based on these ratings others will have the knowledge about who to employ as well as get an assurance of the work quality that they will deliver.

A separate section will be included for tutors who are looking for tuitions. This particular section will be specifically developed for tutors and parents to interact with each other and find their perfect match. The payment system for tutors will be a bit different with the parents paying the site it’s fees before assigning a tutor and being able to communicate with them; all payments made afterwards will be made directly by the parents to the tutors.

All in all the *“done”* will be a platform via which freelancers will be able to exhibit their skills and portfolios to the thousands of employers looking for an easy solution to their tasks at hand.

EXHIBIT B

**Project Milestone Schedule**

|  |  |
| --- | --- |
| **Date** | **Project Milestone** |
|  |  |
| 15-03-2018 | Non-Disclosure Agreement |
| 20-03-2018 | Project Cost Analysis |
| 27-03-2018 | Project Agreement |
| 9-04-2018 | Payment Gateway Integration |
| 16-04-2018 | System Requirements Specification |
| 16-04-2018 | Entity Requirement Diagram |
| 28-04-2018 | Test Script |
| 18-05-2018 | Product Delivery |
| 20-05-2018 | Service Level Agreement |