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| Document ID  **ITSW111** | Title  **SOFTWARE CONSULTING SERVICES** | Print Date  **mm/dd/yyyy** |
| Revision  **0.0** | Prepared By  **Preparer’s Name / Title** | Date Prepared  **mm/dd/yyyy** |
| Effective Date  **mm/dd/yyyy** | Reviewed By  **Reviewer’s Name / Title** | Date Reviewed  **mm/dd/yyyy** |
|  | Approved By  **Final Approver’s Name / Title** | Date Approved  **mm/dd/yyyy** |

**Policy:** The Company shall offer consulting services to customers needing assistance installing or customizing software they purchase from the Company.

**Purpose:** To ensure that customers can effectively install and operate the software they purchase from the company; to ensure customer satisfaction with the Company’s goods and/or support services.

**Scope:** All software products and updates released by the company.

**Responsibilities:**

Customer Software Consultants are responsible for developing custom solutions and recording their activities.

The Customer Consulting Manager is responsible for periodic reporting on consultants’ activities and helping improve consulting services.

**Definitions:** Statement of Work (SOW) – A formal contract or agreement, signed by the client and the service provider, that states at a minimum the scope of work, deliverables, terms and conditions, and commercial details. It may also specify service level agreement requirements, quality expectations, resource descriptions, and reward-penalty clauses.

Service Level Agreement (SLA) – A binding contract, formally specifying or quantifying a customer’s expectations with regard to solutions and tolerances; a collection of service level requirements, negotiated and mutually agreed upon by the service provider and the consumer.

**Procedure:**

### 1.0 SOFTWARE CONSULTING – INTRODUCTION

Customer consultants shall be made available to customers needing help implementing their software or wanting to modify the company’s software to meet their unique requirements. Customer software consultants are experts in installing, implementing, customizing, and enhancing the company’s products.

### 2.0 SOFTWARE CONSULTING – COST ESTIMATES

* 1. Customers shall be billed by the hour for consulting work. Before beginning a project, the customer software consultant shall estimate what the cost to the customer will be. The consultant shall also notifies the customer of potential cost overruns that may occur during the course of a project.
  2. All work by customer software consultants shall be performed under the terms of ITSW111-1 CONSULTING AGREEMENT.
  3. The customer and consultant shall agree on the exact scope of work to be performed. The scope of work shall be documented in ITSW111-2 STATEMENT OF WORK.

### 3.0 SOFTWARE CONSULTING - ENHANCEMENTS AND CUSTOMIZATIONS

3.1 To create an enhancement or customization, the Customer Consultant uses the standard development procedures for analysis, design, programming, documentation, test, and update. For very small projects, these procedures might require only one or two pages of written specifications. However, to guarantee a high-quality product, the consultant always follows the complete development cycle.

3.2 On the customer’s system, all enhanced and customized software components must be kept separate from the base software. The Customer Consultant prefixes all modified and new components with the name or initials of the customer.

For example, if the customer’s initials are ASI, the component Print\_PO becomes ASI\_Print\_PO on the customer’s system.

3.3 Enhancements and customizations are the property of the customer unless otherwise stipulated by the consulting agreement.

3.4 The customer is responsible for integrating customizations and enhancements into updates to the base product. Customer Consultant are available (at an hourly rate) to help the customer perform such integration.

### 4.0 SOFTWARE CONSULTING - SOFTWARE PROBLEMS

* 1. If the customer reports a software problem, the customer software consultant shall enter the problem into ITSW111-3 CONSULTING LOG.
  2. The consultant shall determine if the problem is:
* An error or deficiency in the base product; or
* A request for a new feature or enhancement; or
* An error or deficiency in the customized components of the product.

4.3 The consultant shall act to resolve the problem, updating the activity record in ITSW111-3, as needed.

### 5.0 SOFTWARE CONSULTING SERVICES REVIEW

5.1 The Customer Consulting Manager shall review, analyze, summarize, and report on consulting activity, as documented in ITSW111-3 CONSULTING LOG, and submit such a report to IT Management on a monthly basis, at a minimum.

5.2 IT Management may identify problems in and recommend revisions to the consulting process as a result of such reports.

5.3 When the consulting process has been changed, IT Management shall review the process within one month, to ensure that prescribed changes have been implemented and are yielding the desired results.

**Forms:**

* ITSW111-1 SOFTWARE CONSULTING AGREEMENT
* ITSW111-2 STATEMENT OF WORK
* ITSW111-3 SOFTWARE CONSULTING CUSTOMER SUPPORT LOG

**References:**

* 1. **ISO/IEC 12207:2008 – SYSTEMS AND SOFTWARE ENGINEERING – SOFTWARE LIFE CYCLE PROCESSES**
  2. **IEEE 12207-2008 – SYSTEMS AND SOFTWARE ENGINEERING – SOFTWARE LIFE CYCLE PROCESSES**

This ISO standard describes the major component processes of a complete software life cycle and the high-level relations that govern their interaction. It establishes a software life cycle architecture based on two principles, modularity of processes and responsibility for processes. There are three process classes in the ISO software life cycle: primary (such as acquisition and operations); supporting (such as documentation and configuration management); and organizational (such as infrastructure and training). Each life cycle process is made up of activities, and each activity is further subdivided into tasks. The standard is based on ISO quality management principles.

The IEEE version of 12207 is more closely aligned with the ISO standard than it was in previous versions.

For more information, visit the ISO web site at <http://www.iso.org/iso/catalogue_detail.htm?csnumber=43447> or the IEEE web site at <http://standards.ieee.org/findstds/standard/12207-2008.html>.

**Additional Resources:**

A. ITAD109 IT OUTSOURCING

**Revision History:**

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| --- | --- | --- | --- |
| **Revision** | **Date** | **Description of Changes** | **Requested By** |
| 0 | mm/dd/yyyy | Initial Release |  |
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**ITSW111-1 SOFTWARE CONSULTING AGREEMENT**

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This is an Agreement between CUSTOMER NAME, STREET ADDRESS, CITY, STATE ZIP, hereinafter referred to as “Customer” and SOFTWARE COMPANY, STREET ADDRESS, CITY, STATE ZIP, hereinafter referred to as “Consultant.”

Customer and Consultant agree as follows:

1. Consultant will conduct the work as defined in the Description of Work, attached hereto as Exhibit A and hereinafter referred to as “Work.” Such Work will be commenced and finished in accordance with the schedule set out in Exhibit A.

2. Consultant will invoice Customer and Customer will pay Consultant in accordance with the compensation, payment schedule and terms defined in Exhibit A.

3. Either party may terminate this Agreement at any time by giving the non-terminating party thirty (30) days written notice. Upon notice of termination of this Agreement, Consultant will conduct the Work to the date of termination in accordance with paragraph 1 and Customer will pay Consultant to the date of termination in accordance with paragraph 2.

4. Consultant will not use, except for Customer’s Work, nor disclose to any third party, trade secrets or other confidential information derived from or developed for Customer, or any affiliate of Customer. Information is not subject to such restrictions if Consultant can show that (a) it was in its possession prior to its disclosure to Consultant by Customer; or (b) it is, or lawfully becomes, part of the public domain; or (c) it otherwise lawfully becomes available to Consultant from a source independent of Customer. A trade secret is any information, process, or idea that is not generally known in the industry, that Customer consid­ers confidential, and that gives Customer a competitive advantage. Examples of trade secrets may include: computer program listings, source code and object code, all information relating to programs now existing or currently under development, and customer lists and records. Upon termination of the Agreement, Consultant will deliver to Customer all copies of all memoranda, drawings, tapes, discs, or any other material acquired by Consultant from Customer.

5. Consultant will not disclose to Customer any information deemed confidential by any third party and all information disclosed to Customer by Consultant under this Agreement will be deemed to be non-confidential insofar as Customer's use thereof is concerned. Consultant warrants that the possession, use, and/or disclosure by Customer of any information furnished by Consultant to Customer will not violate the proprietary rights of any third party. If, based upon its possession, use, and/or disclosure of such information, Customer is charged

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Software Consulting Agreement

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with violation of any proprietary rights of any third party, Consultant will defend and hold Customer harmless from losses or judgments arising out of such charge.

6. Consultant is engaged as an independent contractor and not as an employee. Customer will have no control over the manner or method of performance of the subject matter of this Agreement. Consultant will serve in an advisory capacity only, shall have no right or power to bind Customer and shall not enter into any agree­ment with any third party on behalf of Customer.

7. Consultant will not be liable for any lost profits or special, indirect or consequential damages which may result from Consultant's work under this Agreement. In the event Customer is dissatisfied with the work, Customer will, within a period of thirty (30) days of completion of the work, notify Consultant of any deficiencies and Consultant will attempt to remedy such defi­ciencies. Customer's compensation for any damages it may suffer as a result of the work can not exceed the amount Consultant received as payment for the work.

Consultant Customer

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### ITSW111-2 STATEMENT OF WORK

Attached to and made a part of the consulting agreement between

SOFTWARE COMPANY and CUSTOMER NAME

Effective Date MM-DD-YY

Compensation: $0.00 per hour

Duration: Enter begin/end dates for purchased time block. Possibly include the maximum hours per week or for the entire time block.

Or,

This is an estimate of the number of hours required to complete the work. Be advised that SOFTWARE COMPANY works strictly on an hourly basis and that you will be charged for every hour worked on the project. As a result, the actual cost may exceed this estimate. We will make every effort to notify you as soon as we are aware of potential overruns.

Estimate: 0.00 hours

Work Description: Description of the work to be performed including references to specifications and other key documents.

Expenses: SOFTWARE COMPANY expects to be reimbursed for all travel related expenses when working at locations other than CITY, STATE. Travel expenses include airfare, hotel, per diem and ground transportation.

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**ITSW111-3 SOFTWARE CONSULTING CUSTOMER SUPPORT LOG**

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Customer ID** | **Date of Contact** | **Problem Description** | **Problem Class** | **Urgency (1=high, 5=low)** | **Promised Date** | **Start Date** | **Date Resolved** | **Action Taken** | **Comments** |  |  |
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