

CONSULTING AGREEMENT

THIS AGREEMENT, entered into as of [effective date] (the Effective Date), by and between iDonny Productions - the consultant and [client-name] (hereinafter as the Client). The Client desires to retain the services of Consultant as an independent contractor with respect to certain activities as described in this Agreement, and both parties are willing to so act. iDonny Productions and the Client agree as follows:

1. **Description of Services** - Setup and implementation of a Content Management System website powered by Drupal 5.x and a visual theme [... description of the project in detail and/or a reference to an agreed-upon scope]
2. **Production Standards** - The features requested and detailed in the scope will be achieved by selectively configuring the core and additional module-features of Drupal (open-source)
 - User Interface: The template will be built to comply with XHTML Strict or Transitional markup and CSS styling without the use of layout tables. Tables may only be used to represent tabular information, and not as a layout aid.
 - Browser compatibility: The website will be usable and compatible with the most widely deployed versions of Firefox, Internet Explorer, and Safari browsers.
3. **Client's Responsibility** - The client shall provide the following to facilitate project implementation:
 - Understanding of content hierarchy and structure as well as sample/test content representative of each content-type.
 - Company branding guidelines and samples as well as regular and prompt feedback to enable the development of a look & feel that matches the institutional branding. This will be done to the extent that it does not compromise the usability of the website, and within the limits of the web as a medium.
 - Timely feedback and answers to questions to enable to project to proceed smoothly.
4. **Payment of Fees and Expenses**
 - The project tasks assigned by the Client where a fixed scope has not been agreed upon shall be billed based on the rates established and explained at <http://cmsproducer.com/pricing-rates> unless otherwise specified in this contract. Accrued work-hours will be tracked and invoiced on a bi-weekly basis.
 - For closed scoped and fixed-price projects, milestones established within the scope shall be used for periodic billing as these milestones are reached - Once the work has been completed, the client will be required to settle the agreed balance (as invoiced) within 30 days. If the project scope is extended, completed portions shall be billable while the added portions of the

scope are implemented to invoiced separately once complete, or as milestones are reached.

5. **Contract Term & Termination** - This Agreement shall be effective as of the Effective Date, and remain in effect until completion of the CMS implementation as scheduled. If more time is required, a written amendment should be made. This Agreement may be terminated by either party after a 7 day written notice. In the event of termination, iDonny Productions will be paid for all Services and pre-approved expenses incurred prior to the termination date.
6. **Work Product Ownership and Use** - On completion of the project and payment for services rendered, the client will own the work-product. This ownership shall not include open-source software and non-original technology that is already under existing GPL or other ownership license. iDonny Productions reserves the right to use the work product as a portfolio demonstration sample to future clients and business associates. This use is limited to ONLY the part of the product created by iDonny Productions, and where designs or work created by others is displayed, proper attribution will be made. The contractor is not responsible for verifying the copyright ownership of any information and content provided by the client, or posted on the final product/web-site. He is not liable as a facilitator or in any way for harm or damage that may be caused by the use or features and benefits provided by the final product, or violation of any export regulations.
7. **Confidentiality & Non-Use**(additional NDA may be provided by client) - Both the consultant and the client shall hold all Confidential Information in confidence and shall not disclose any Confidential Information to any third party without prior written consent.
8. **Prior Agreements; Governing Law** - This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements with respect to the subject matter hereof. It is the parties' express intent that this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

The parties hereto have entered into this Agreement as of the Effective Date.

iDonny Productions

Date: [effective date]

[client representative]

Date: [effective date]