



## **Contract Between QuestionCopyright.org and JMA Consulting For the Implementation of a CiviCRM Membership System**

### ***Statement of Work***

QuestionCopyright.org agrees that JMA Consulting will provide the following services to it at a rate of USD\$100 per hour:

- A 5-hour per month prepaid block of support hours. Hours that are not used are banked for future use.
- Additional hours if agreed in an advance by email by QuestionCopyright.org and JMA Consulting.

### ***Duration***

The contract is for the period of October 1, 2012 to March 31, 2013.

### ***Estimated Cost***

The contract is for time and materials, and is not fixed price. The value of the contract is USD\$3000 for the prepaid hours.

### ***Schedule***

It is anticipated that work will commence on this engagement October 1, 2012, and be completed by March 31, 2013.

### ***Deposit***

A deposit of \$3000 is required before work will commence on this contract. The deposit will be applied as payment to amounts later invoiced for services rendered.

### ***Extension***

If both parties agree via email, the contract may be extended for an agreed upon number of additional months of support as per the Statement of Work above.

If both parties agree to extend the contract via email, then hours banked and not used by March 31, 2013 can be used during the period of the contract extension.

### ***Engagement Terms***



**Contracting Parties.** The parties to this contract are QuestionCopyright.org and JMA Consulting.

**Commencement of the Agreement; Amendments** – This Agreement shall be effective as of the date set forth herein, or if no effective date is stated, upon execution of the Agreement by both parties. Either Party may propose amendments to this Agreement to adapt to changed or unforeseen circumstances by providing written notice thereof. If accepted, these amendments may be effectuated as a revision to this Agreement, or through a change in a scope of work ("SOW") attachment.

**Time and Materials.** This contract is submitted on a **time and materials basis**.

QuestionCopyright.org is contracting with JMA Consulting for the provision of services, as described in Statement of Work above, at a rate of USD\$100.00 / hour. JMA Consulting may revise this rate upon one hundred twenty (120) days written notice to QuestionCopyright.org. In the event that JMA Consulting continues to provide development services to QuestionCopyright.org sixty (60) days after receipt of written notice of an intent to modify its rates, QuestionCopyright.org shall be deemed to have assented to such rate revisions absent an express and timely rejection thereof.

**Licenses.** All materials provided for the development and management of the website and this engagement (by all parties) will be licensed under one of the public licenses included in Appendix: Public Licenses. QuestionCopyright.org will have the option of taking ownership of the copyright for any material developed and delivered to them under this contract, so long as JMA Consulting (or its employees or subcontractors at JMA Consulting's discretion) receive credit for authorship.

**Expenses.** QuestionCopyright.org will pay all production and travel expenses incurred in this engagement. This includes, but is not limited to, hosting fees, list fees, delivery charges, and telephone and fax charges. JMA Consulting will obtain advance approval for any expenses.

**Independent Contractor.** JMA Consulting is performing services for QuestionCopyright.org as an independent contractor. Nothing contained in this Agreement shall be deemed to constitute evidence that JMA Consulting, any JMA Consulting employee or any contractor furnished by JMA Consulting during this engagement is an agent, representative, partner, joint venturer or employee of QuestionCopyright.org.

**Confidentiality.** During the term of this Agreement and thereafter, JMA Consulting shall maintain the confidentiality of all confidential business information to which it and its employee and contractors have access while consulting for QuestionCopyright.org and shall make no use of such information except in performance of this Agreement. "Confidential" information, as defined herein, means only that information which has been expressly designated by QuestionCopyright.org as "confidential" and accepted as such by JMA Consulting. Confidential information includes all databases, email and Excel lists and similar materials of QuestionCopyright.org.

**Promotion and Publicity.** JMA Consulting retains the right to use QuestionCopyright.org's name and logo in both printed and electronic promotional material including but not limited to: websites, proposals and interviews with 3<sup>rd</sup> parties about the work JMA Consulting performs.



**Payment Terms.** JMA Consulting will invoice net 30 on a monthly basis for services rendered in the previous month. Late payment charge of 1.5 percent per month or 18 percent per annum (for an effective rate of 19.56% per annum) multiplied by the a total of all unpaid charges will be added to your bill if full payment is not received by the due date.

**Termination.** Either Party may terminate this Agreement at any time, with or without cause, upon thirty days written notice. In the event of termination, JMA Consulting shall be paid for all work performed as of the date set forth in the termination notice, unless otherwise agreed by the Parties. Each Party acknowledges that no representations to the contrary, oral or written, have been made.

**Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND UNDER ANY CAUSE OR ACTION (INCLUDING NEGLIGENCE), WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**Limitation of Damages.** JMA Consulting's total liability for damages in connection with this Agreement, whether in an action in contract or tort or any other form of action, will in no event exceed the amount of the fees paid or payable to JMA Consulting. Damages as set forth in this section are the sole and exclusive remedy where no other remedy is expressly provided and are the sole and exclusive alternative remedy in the event another remedy is provided in this Agreement or by operation of law, and such other remedy is deemed to fail of its essential purpose.

**Assignment.** The payment obligations pursuant to this Agreement may not be assigned or transferred without the consent of JMA Consulting; QuestionCopyright.org hereby consents to JMA Consulting's assignment to its Contractors of responsibility for providing the services provided in this Agreement, as may be further specified herein.

**Governing Law.** This Agreement shall be governed in all respects by the laws of the Canada and by the laws of the Province of Ontario, as such laws are applied to agreements entered into and to be performed entirely within Ontario between Ontario residents.

**Arbitration.** All disputes arising out of or in connection with this agreement, or in respect of any legal relationship associated with or derived from this agreement, shall be finally resolved by arbitration pursuant to the Simplified Arbitration Rules of the ADR Institute of Canada, Inc. The place of arbitration shall be Toronto, Ontario. The language of the arbitration shall be English.

**Electronic Signatures and Counterparts; Execution.** The parties agree to accept electronic and/or fax signatures and counterparts of this Agreement. Each party may sign and date the Agreement separately, either electronically or by fax, and this execution will be treated the same as originals.

**Miscellaneous.** This Agreement expresses the complete understanding of the parties and supersedes all prior agreements and understandings whether written or oral. This Agreement



may not be amended except by an instrument in writing signed by both of us. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of both of both Parties.

### ***Proposal Approval***

A handwritten signature in blue ink that reads 'J. P. Murray'.

October 12, 2012

Joe Murray, JMA Consulting

Date

A handwritten signature in black ink that reads 'Karl Fogel'.

15 Oct 2012

Karl Fogel

Authorized Representative

QuestionCopyright.org

Date

Return Signed Contract and Retainer Payment to:

**JMA Consulting**

215 Spadina Avenue, Suite 400

Toronto, ON

Canada M5T 2C7



## ***Appendix: Public Licenses***

### **GNU AFFERO GENERAL PUBLIC LICENSE v. 3**

Version 3, 19 November 2007

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A "covered work" means either the unmodified Program or a work based on the Program.

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##### ***1. Source Code.***

The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.



A "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A "Major Component", in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

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- a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.
- e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

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Version 3, 19 November 2007

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