CONTRACT FOR EVERGREEN DEVELOPMENT SERVICES

[Have your library's lawyer review this contract before signing]

This Contract for Services (this "Contract") is made effective as of **[DATE]**, by and between **[LIBRARY]** ("Customer"), and **[DEVELOPER]**.

1. TERM. This Contract shall be effective until completion of the Services as described in paragraph two (2) "Description of Services".

2. DESCRIPTION OF SERVICES. Developer will provide the Customer the following Evergreen development services (collectively, the "Services"):

a) Development of new feature/enhancement as described in Attachment A: Development Plan.
b) Code will be licensed under "GPLv2 or later" and copyright will be assigned as stated in this contract (see Item #5 below)
c) Preparation and delivery of code shall include the following:
   a. Developer shall introduce him/herself to the developer community on both the IRC channel and the Developer Mailing List and provide a basic overview of the development project to ensure another developer has not already claimed the work.
   b. Once verified that work is not claimed by another developer, Developer shall provide a detailed description of the work to be performed and contribute it to the Evergreen wiki dev:proposal namespace (http://evergreen-ils.org/dokuwiki/doku.php?idx=dev%3Aproposal).
   c. Developer shall add a Blueprint entry to https://blueprints.launchpad.net/evergreen with the basic overview and link to the wiki entry.
   d. Developer shall send the basic overview and links to the Blueprint and wiki pages to the Evergreen development mailing list with a subject line beginning "Feature Proposal."
   e. Code shall be made available as a public branch on the Evergreen Git Repository (http://git.evergreen-ils.org/) or another publicly available repo.
   f. Developer shall use Git's sign-off feature to assert that the code submitted is in accordance with the Developer Certificate of Origin if requested by Evergreen committers.

3. ACCEPTANCE TESTING. Customer shall have 30 days from the date of delivery of the Software in final form to inspect, test and evaluate it to determine whether the Software satisfies the acceptance criteria in accordance with procedures set forth in the Development Plan, or as established by Developer and approved by Customer prior to testing.

If the Software does not satisfy the acceptance criteria, Customer shall give Developer written notice stating why the Software is unacceptable. Developer shall have 30 days from the receipt of such notice to correct the deficiencies. Customer shall then have 30 days to inspect, test and evaluate the Software. If the Software still does not satisfy the acceptance criteria, Customer shall have the option of either (1) repeating the procedure set forth above, or (2) terminating this Agreement pursuant to the section of this Agreement entitled "Remedies." If Customer does not give written notice to Developer within the initial 30-day inspection, testing and evaluation period or any extension of that period, that the Software does not satisfy the acceptance criteria, Customer shall be deemed to have accepted the Software upon expiration of such period.

4. PAYMENT FOR SERVICES. In exchange for the Services the Customer will pay **[AMOUNT]** according to the following schedule: **[PAYMENT SCHEDULE]**.

5. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Developer solely in connection with the Evergreen Development Services will be made available under the terms of the open source license in effect for Evergreen at the time the code is written (currently GPL V2-or later). The copyright holder will be "**[CUSTOMER]** &