

Contract Terms and Conditions

These terms and conditions are part of the contract agreement between CyberText Consulting Pty Ltd and <client>.

Definitions

The following terms are used as defined below throughout this Contract:

- "CyberText" refers to CyberText Consulting Pty Ltd, PO Box A586, Australind, Western Australia 6233 (ABN: 92 088 799 393).
- "Client" refers to <client name, address> (ABN: xx xxx xxx xxx).
- A "third party" in the context of this Contract is any individual, group, or entity in the employ of or under contract to the Client for whom the Client desires a participatory role in the project or provision of services described in this Contract, but who is not in the employ of nor under contract to CyberText. For example, a graphics consultant who provides design services to the Client.
- "Subject Matter Expert (SME)" refers to the person(s) in the employ of the Client who has been designated to provide and verify information about the Client's product.
- "Project Manager" refers to a person in the employ of the Client who has been designated to approve and accept work produced by CyberText and who has authority to sign-off for acceptance of invoices for work produced.
- "Technical Writer" refers to the person(s) in the employ of or under contract to CyberText who will research, write, edit, and revise document content to the Client specifications. The technical writer may also be involved in the production of graphics for the project (such as screen shots).
- "Client Software" refers to the software application provided by the Client which is to be documented by CyberText. In this instance, the software is <name of application>.

Parties to the Contract

| | |
|---|------------------|
| CyberText Consulting Pty Ltd | <client name> |
| PO Box A586 | <client address> |
| Australind | |
| Western Australia 6233 | |
| | <client phone> |
| +61 8 9796 1585 (voice and fax) | <client fax> |
| +61 (0) 41 993 5516 (mobile) | |
| | <client email> |
| info@cybertext.com.au | <client website> |
| http://www.cybertext.com.au | |

Contract

CyberText agrees to provide technical writing services for the Client's <name of application>.

Amendment to this Contract

This contract may be amended, modified, or supplemented only by written agreement of CyberText and the Client. Written agreement from CyberText can only come from the Managing Director, Rhonda Bracey. Written agreement from the Client can only come from the Project Manager/Director, <name of client representative>, or <name of client representative 2>, Director, in the Project Manager's absence.

Project Goal

CyberText will produce online help documentation for the Client. The documentation is only for the Client's <name of application> software, and will be produced in accordance with the terms and conditions listed in this Contract.

Project Scope

Produce online help for <name of application> software, using <help authoring software>. The initial scope of work is for the <module name>.

Format: The online help format will be <name of help output format>.

Contents: The online help's contents for the <module name> are estimated to include approximately <xx> topics, <xx> screen icon graphics, an index, and a table of contents. It is intended to provide dialog-level context-sensitive help, and it is estimated that some <xx> mini-topics will be required for this activity. This estimate is based on available information. Any changes in the scope of the project (such as extensive new functionality) once it has been agreed upon may affect the schedule, deliverables, and cost of the project.

Audience: The software's "base" audience is believed to have a reasonable knowledge of basic PC functions, such as using a mouse, using menus, using toolbar icons, and using a Windows GUI.

**Project
Timeframe
and Schedule**

It is expected that work on the online help will commence on or about <date>, and the final deliverable will be submitted on a date to be mutually agreed.

Sign-off by the Client on the Documentation Plan is expected by <date>.

As topics are completed, CyberText will submit them to the Client for review. Because of the short time frame for this project, a continual exchange of drafts and reviews is expected. Prompt turnaround of reviews is critical to the success of this project. If drafts are not reviewed and returned promptly by the Client the final delivery date may be affected.

While CyberText will endeavour to meet the Client's deadline requirements, they cannot accept responsibility for project delays that are beyond their control. This also applies to delays caused by third parties (e.g. graphic designers).

If the project will take more time than estimated, CyberText will let the Client know, in writing, as soon as possible.

**Project
Deliverables**

The final deliverable will be the online help for <module name>. This will include all:

- Online help files
- Word documents used to create the online help
- Graphics files
- Other 'baggage' files to ensure the compiled help runs correctly
- Context-sensitive help file.

The manual's files will be delivered via email or FTP, and a copy will be burned to CD and mailed to the Client.

Completed draft topics (in PDF) will be emailed to the Client every <xx> weeks for review. The Client will make electronic mark-ups of errors, omissions, and changes required, and return the document to CyberText for modification.

**Project
Requirements**

To complete the project successfully, the following will be required:

Client Software updates: The Client will provide CyberText with the most recent version of the software. Any updates to the software (and supporting documentation) will be provided by the Client to CyberText in a timely fashion so the project can be completed on time.

Access to the Client's Staff: The Client will provide CyberText with reasonable access to the Client's staff and resources as needed in order to perform the services needed to complete the project on time. Client staff includes:

- **Subject Matter Expert:** The Client will designate and provide a Subject Matter Expert (SME) with the authority to approve and verify the accuracy of the documentation contents produced by CyberText for the Client. CyberText will have

access to and the co-operation of the Subject Matter Expert, who will provide all necessary reference materials, provide explanations and detailed procedures, and conduct necessary demonstrations. The SME will be CyberText's point of contact on all matters relating to the accuracy of the content. **Nominated Subject Matter Expert:** <name of representative>

- **Project Manager:** The Client will designate and provide a Project Manager with the authority to approve and accept work produced by CyberText and who will have final authority to sign-off for acceptance of invoices for work produced in order to release payment according to this Contract. The Project Manager is also responsible for ensuring that drafts are reviewed and returned to CyberText for modification in a timely fashion. The Project Manager is CyberText's point of contact on all project matters. **Nominated Project Manager:** <name of representative>

Software: Software owned by CyberText in the course of providing the documentation under the terms of this Contract will remain the property of CyberText. CyberText will have no obligation to upgrade or maintain such software after the termination of this Contract. Both parties will maintain regularly updated versions of their anti-virus software for the duration of the project.

Equipment and facilities: CyberText will use their own computer equipment and facilities to produce the documentation.

Staffing: CyberText will provide an experienced technical writer, Rhonda Bracey, for the project who will be responsible for researching, writing, editing, and revising document content to the Client specifications. CyberText will ensure the availability of Rhonda Bracey for the duration of the Contract, subject to sickness and other matters beyond reasonable control. "Known Project Constraints" provides further details. Some minor writing and graphics work may be subcontracted out by CyberText.

Internet connection: CyberText and the Client will maintain their internet connections (to the degree that they can control such connections) for the duration of the project to ensure timely exchange of materials related to the project.

Backups: CyberText will backup updated work each day, and these daily backups will be kept for at least a week. Once a week, a backup will be made which will be stored off-site.

Known Project Constraints CyberText's technical writer will not be able to dedicate full-time resources to this project – existing contractual commitments to another client preclude this. In addition, the technical writer will be out of state between <dates> and will not be able to work on this project between those dates. Email access at that time may also be limited or non-existent.

Standards to be used for the Project The documentation will use US spelling in preference to British or Australian versions of words. The authority for general spelling will be *Macquarie Dictionary* (5th edition), and for US spelling <http://www.dictionary.com>. Grammar and usage references will include *The Chicago Manual of Style* (15th edition), and the *Microsoft Manual of Style for Technical Publications* (3rd edition). The guiding principles of writing user documentation for software as specified in the *AS/NZS 4258:1994 Standard for Software User Documentation* will be followed. All book/print resources listed are owned by CyberText, not the Client.

Copyright and other ownership issues **Proprietary Materials:** CyberText warrants that its work product will not violate any existing copyright or trademark. The Client warrants that material provided by it for the project will not violate any existing copyright or trademark.

Copyright: Copyright of and title to all original documentation remains with CyberText until settlement of all invoices in full. Upon payment in full of all fees and expenses, the Client will own the copyright.

Portfolio use: CyberText may keep two copies of any finished materials, or a portion of the finished materials, as agreed by the Client, and may post, display, or show these materials as examples of work performed for the purposes of marketing and promotion. CyberText agrees to not post, display, or show work that is clearly marked as Client Confidential and Proprietary, unless prior approval is granted by the Client.

Confidentiality CyberText and its representatives will take reasonable steps to protect the trade secret or confidential status of any information provided by or obtained from the Client in the process of producing the documents for the Client and will agree to any procedures the Client normally requires for such protection within the bounds of the laws of Western Australia.

Changes to Project Changes requested by the Client that would require additional document production work or rework of document versions previously approved by the Client comprise a change in scope of the project and will require renegotiation of schedules and costs.

Any expansion or modification of the project will require written approval (email or letter) of the Client and CyberText. Written approval for such changes can only come from the Client's Project Manager and from the Managing Director of CyberText. Pending receipt of written approval, CyberText may, at their discretion, take reasonable action and expend reasonable amounts of time and money based on oral approval of an expansion or modification from the Project Manager. The Client will be responsible for payment for such action, time, and expenses. Fee quotes, fee estimates, and schedules are based on the project as originally approved.

Project Termination, Rescheduling or Delays **Termination:** This agreement shall remain in effect for as long as each party finds it mutually satisfactory, and may be terminated by either party at any time. If the agreement is terminated by either party, CyberText will, if requested by the Client, complete any work currently in progress, and the Client will pay all money owed on invoices.

Cancellation, Rescheduling, and Project Delays: If the Client cancels or reschedules the project or this Contract before completion, the Client will pay for all time and expenses incurred to date. The schedule for any rescheduled project will be subject to other obligations of CyberText. Either CyberText or the Client may end this contract by giving two weeks notice in writing via certified mail at the addresses listed in "Parties to the Contract".

Project Costs and Terms of Payment It is expected that the total project for the <module name> will take around <xx> hours. This is made up of:

- Topic Content – <xx> hours
- Screen icon graphics – <xx> hours
- Context-Sensitive help – <xx> hours
- Project management – <xx> hours

This estimate is based on available information and "guesstimates" based on previous work undertaken by CyberText. Any changes in the scope of the project (such as extensive new functionality) once this Contract has been agreed upon may affect the schedule, deliverables and cost of the project. It is recognised that this project may have variations to this estimate, agreed to by both parties. Such variations are to be confirmed in writing, via email.

This estimate assumes the availability of all authorities CyberText will need to complete the project (e.g. the authority to appoint CyberText to undertake the work for the Client, or the authority to approve material CyberText has created). If completion of the project is delayed because these authorities are not available, CyberText may issue invoices for any part of the work already undertaken. The following items are not included in this estimate and will be invoiced separately:

- Additional work beyond the scope of the activities described in this Contract;
- Rental or purchase of any client-specified equipment or facilities needed to provide the services;
- Expenses incurred on behalf of CyberText in meeting the Client's requests;
- Any other unforeseen disbursements.

Hourly Fees: Fees for this project are based on time expended, billed at an hourly rate of \$xx (including GST).

Timesheets: CyberText will keep accurate timesheets of work done, and will submit these timesheets with their invoice to the Client. Times will be calculated in 15 minute blocks.

Other expenses: The Client is responsible for out-of-pocket expenses incurred in connection with the project, such as postage, courier delivery, blank CDs etc. Products purchased or provided by CyberText at the Client's request (software, hardware, supplies, etc.) will be billed at retail price plus applicable shipping, handling, and taxes. Expenses for working at sites more than 50 kilometres from Perth will be incurred only with the Client's prior approval, and will be billed to the Client at actual cost for meals, lodging, and transportation. Travel by automobile will be charged at the rate of <\$x.xx> per kilometre.

Billings: An invoice will be issued by CyberText to the Client at the end of every two weeks for work done and expenses incurred in that fortnight. Invoices may be faxed, posted, or emailed to the Client, and will be accompanied by timesheets and expense claims for the time period of the invoice.

Payments: Invoices are payable within 10 business days of the date on the invoice. Work on the project may be suspended if payments are overdue.

Payment method: The Client will pay CyberText either through a direct bank deposit, or a mailed cheque. Credit card payment facilities are not available.

Relationship

All services performed by CyberText will be done as an independent contractor. Neither CyberText nor any of their staff or subcontractors shall be deemed to be an employee of the Client on account of the work done on the project.

CyberText and the Client agree to the following rights consistent with an independent contractor relationship:

- CyberText has the right to perform services for others during the term of this contract.
- The Client shall not require CyberText to devote full time to performing the services required by this contract.
- CyberText has the sole right to control and direct the means, manner and method by which the services required by this contract will be performed.
- CyberText has the right to perform the services required by this contract at any place, location, or time.
- CyberText will furnish all equipment and materials used to provide the services required by this contract.
- CyberText has the right to hire assistants as subcontractors, or to use employees to provide the services required by this contract.
- CyberText or its employees or subcontractors shall perform the services required by this contract.

Safety and Insurances

CyberText is responsible for the safety of its employees and subcontractors.

CyberText holds current insurances for its computer equipment, and for public liability, professional indemnity, worker's compensation, and income protection.

Third Parties The Client is solely responsibility for interacting with any third party introduced into the project described in this Contract. CyberText is working for the Client, and will deliver and submit all materials for review directly to the Client, not to any third party.

The Client is responsible for assuring that source materials, mark-ups, revisions, changes and the like provided by any third party for use by CyberText in the project described in this Contract are timely, clear, complete, approved by the Client, and compatible with software systems being used for the project.

Any work requested by a third party must have prior approval by the Client and acceptance by CyberText as being within the scope of the project before the work will be performed by CyberText.

Liability Any documents developed by CyberText for the Client are produced as a work for hire; therefore the Client assumes full responsibility for each document's accuracy, completeness, and fitness and agrees to indemnify CyberText from any and all claims of product, procedure, and operation liability including any and all costs incurred in defending any and all such claims. CyberText's liability arising out of this Contract shall not exceed the total of the amounts which the Client has paid to CyberText under this Contract.

The Client assumes full responsibility for the usability, safety, and operational integrity of any and all software, equipment and files provided by the Client for CyberText's use on the Client's project.

Arbitration Any dispute relating to the interpretation or performance of this Contract shall be resolved at the request of either party through binding arbitration.

Acceptance and authority Each individual signing in a representative capacity warrants that he or she has the power and authority to sign on behalf of the party in whose behalf he or she is signing, that such signature alone is binding on such party, and that the execution of this document has been duly authorised by such party.

This Contract is null, void, and withdrawn if not accepted on or before <date>.

CyberText and the Client hereby agree to the terms, conditions and requirements stated in this Contact:

For CyberText Consulting Pty Ltd

For <client>

Name: Rhonda Bracey

Name: <name of representative>

Position: Managing Director

Position: Project Manager/Director

Signature: _____

Signature: _____

Date: _____

Date: _____