



## **DEVELOPER SERVICES AGREEMENT**

**THIS DEVELOPER SERVICES AGREEMENT** (this “**Agreement**”) is made effective as of the 11 day of August, 2020, (the “**Effective Date**”) by and between IETF Administration LLC, a Delaware limited liability company (“**IETF LLC**”) and Springload LTD, a New Zealand registered company located at Level 7, Hope Gibbons Building, 7 Dixon Street, Wellington, New Zealand (the “**Developer**”).

### **1. Services.**

**A. Scope.** Developer shall provide to IETF LLC the software development and other services described in any Statement of Work(s) (“**SOW(s)**”) executed by the parties or as otherwise mutually agreed by the parties in writing (collectively, the “**Services**”).

**B. Work Standards.** Developer will perform the Services in a professional and workmanlike manner and in accordance with the prevailing industry standard for the performance of comparable work including best current practice for software development.

**C. Key Personnel.** To the extent any of the Developer staff identified as “**Key Personnel**” in an applicable SOW terminate his or her employment with Developer, either voluntarily or involuntarily, Developer will notify IETF LLC and consult with IETF LLC on a suitable replacement with equal or greater qualifications. Developer will provide a suitable replacement within a reasonable period of time and will give IETF LLC ongoing progress reports during its search. Nothing herein will alter the fact that Developer may in its sole discretion employ their staff as “employees-at-will” and may terminate their employment for any lawful reason.

**D. Policies.** Developer will comply with the policies that IETF LLC provides to Developer (as may be updated from time to time upon written notice to Developer). Developer will provide and review IETF LLC’s policies with all Developer personnel providing the Services and will be responsible for the compliance by such Developer personnel with such policies to the extent applicable to the relevant activities conducted by such Developer personnel.

**2. Independent Contractor.** Developer’s relationship with IETF LLC will be that of an independent contractor and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Any use by Developer personnel of any IETF-related titles or positions shall be subject to the IETF LLC’s prior and ongoing approval. Consistent with broad direction set by IETF LLC, Developer will determine what actions are required to perform the Services and to achieve the relevant objectives. Developer will provide its own equipment (e.g., laptop and phone, and related services) and set its own hours. Developer may engage on other projects during the term of this Agreement, provided such work does not present a conflict of interest, result in disclosure of CI or otherwise interfere with Developer’s ability to complete the Services under this Agreement in a satisfactory manner. Developer shall not be

provided any training by IETF LLC and is expected to have all the expertise necessary to carry out the Services. Developer shall not engage the services of third party contractors, subcontractors or consultants (“**Subcontractors**”) in the performance of its obligations under this Agreement without the prior written consent of the IETF LLC, specifying both the specific Subcontractor and the scope of work which it is permitted to undertake. To the extent IETF LLC consents, Developer shall be fully responsible for each such Subcontractor’s compliance with the terms of this Agreement, and Developer shall be liable, without limitation, for all actions and omissions of such Subcontractors in their performance or failure to perform as required hereunder. Developer shall be responsible for all taxes and other costs and expenses attributable to the compensation payable to, and the Services provided by, Developer under this Agreement.

**3. Term & Termination.** The initial term of this Agreement will begin on 11 August 2020 and end on 31 December 2020, provided that any SOWs in effect at termination will remain in full force and effect until the SOW term expires, unless expressly terminated pursuant to this Agreement. The parties may mutually agree in writing to renew the engagement for successive renewal periods after expiration of the term of this Agreement, and the terms of this Agreement will continue to apply. IETF LLC may terminate this Agreement or any SOW at any time and for any reason with 30 days’ prior written notice to Developer. Either party may terminate this Agreement immediately upon written notice if the other party materially breaches an obligation of this Agreement and does not cure such breach within 30 days of receiving notice of such breach. Upon termination for any reason, Developer agrees to cooperate in good faith with IETF LLC to wind down and transition any work in progress and IETF LLC will pay Developer any fees, reimbursable expenses and approved costs that are due and owing within 30 days after IETF LLC’s review and acceptance of an undisputed invoice following the effective date of termination. The provisions of Sections 5, 6, 7, 8, 9, and 11 will survive the expiration or termination of this Agreement.

**4. Compensation and expenses.**

**A. Compensation.** IETF LLC will compensate Developer for the Services at the rates set forth in the applicable SOW and in accordance with the schedule set forth therein. Developer will send an invoice on a monthly basis or as otherwise set forth in the applicable SOW to IETF LLC at [exec-director@ietf.org](mailto:exec-director@ietf.org), which invoices shall include a timelog and description of Services performed. IETF LLC will pay undisputed amounts of such invoice within 30 days of receipt via bank transfer.

**B. Expenses.** IETF LLC will reimburse Developer for direct expenses described in the SOW or incurred specifically in connection with the Services in accordance with IETF LLC’s travel and expense reimbursement policy. Other than pre-approved direct expenses, Developer will be solely responsible for all other costs and expenses incurred in performance of this Agreement.

**5. Records & Audit.**

**A. Records.** Developer agrees to keep and maintain, during the term of this Agreement and for a period of three (3) years thereafter, or for longer periods as required by law or as reasonably requested by IETF LLC (such as for financial or tax purposes or in connection with any ongoing or threatened litigation, suit or proceeding), full and

complete records that relate to the provision of Services and that fully substantiate all charges invoiced and Services performed pursuant to this Agreement. All such records will be kept in accordance with generally accepted business and accounting practices and IETF LLC policies.

**B. Audit.** During the term of this Agreement and not more than twice per calendar year (unless circumstances warrant additional audits as described below), having given at least 5 business days' notice, the IETF LLC or its representatives may audit Developer's records, documents, correspondence, books, files, IT systems and data centers, as used in the performance of this Agreement, to ensure compliance with this Agreement. Notwithstanding the foregoing, the parties agree that the IETF LLC may conduct an audit of Developer at any time during or after the term of the Agreement, in the event of (i) audits required by governmental or regulatory authorities, (ii) investigations of claims of misappropriation, fraud, or business irregularities of a potentially criminal nature, (iii) ongoing or threatened litigation, suit or proceeding, (iv) the IETF LLC reasonably believes that an audit is necessary to address a material operational problem or issue that poses a threat to the IETF or the IETF LLC, or (v) as otherwise described in this Agreement, an SOW or any Exhibits to the Agreement.

**6. Confidentiality.** In the course of Developer's engagement with IETF LLC, Developer may be exposed or have access to information, materials or documents that IETF LLC considers confidential ("**CI**"). Developer agrees, both during and after its engagement by IETF LLC, to maintain CI as confidential, and to not disclose or cause to be disclosed any CI, nor use CI for any purpose except as necessary to perform the Services for IETF LLC. Developer will return or destroy any CI in its possession upon termination of this Agreement and its relationship with IETF LLC. Developer acknowledges and agrees that IETF LLC will be entitled, in addition to any other remedies available to it at law or in equity, to the issuance of injunctive relief, without bond, enjoining any breach or threatened breach of Developer's obligations hereunder with respect to CI, and such further relief as any court of competent jurisdiction may deem just and proper.

## **7. Intellectual Property.**

**A. Assignment.** The IETF Trust is a Virginia common law non-profit Trust whose beneficiary is the IETF community. The IETF Trust shall own all right, title and interest in and to all information, materials and other proceeds that Developer creates in the course of, or that otherwise result from, the Services or Developer's engagement with IETF LLC ("**Work Product**"). All Work Product shall be deemed "works made for hire" to the extent permissible under the copyright law, and to the extent any Work Product may not be so deemed, Developer hereby assigns all right, title and interest in and to all intellectual property and other proprietary rights in such Work Product to the IETF Trust. Developer retains ownership in all other works Developer created prior to this Agreement or creates in the future outside of the scope of the Services and Developer's engagement with IETF LLC. Upon termination of this Agreement, Developer will provide to IETF LLC any working drafts or other interim phases of deliverables Work Product as they exist upon termination.

**B. Open Source Software.** The IETF Trust intends to release some or all of the Work Product to the public under the Simplified BSD Software License or another open source software license, and Developer hereby represents and warrants that Developer will

not use, integrate, or develop software as part of the Work Product performed by it hereunder that is incompatible with the Simplified BSD Software License or another open source software license identified to it by IETF LLC (via electronic mail or in writing).

**C. Required Rights.** Prior to commencing any work, or as promptly as possible once identified if so identified after work has commenced, Developer shall describe in writing:

- Any intellectual property rights owned or licensed by Developer which may cover all or part of the Work Product, including a list and description of all U.S. and foreign patents and patent applications;
- To the extent known by Developer, any intellectual property owned or licensed by third parties which is required to utilize all or part of the Work Product in the manner contemplated by the Agreement; and
- To the extent known by Developer, any claims or disputes relating to the intellectual property embodied, or claimed to be embodied, in all or part of the Work Product.

Intellectual property and claims described in the bullets above are termed “**Required Rights**”. In addition to the descriptions required above, Developer shall provide to IETF LLC a description of the cost and other terms of any license required to use and operate under any Required Rights in the manner contemplated by this Agreement.

Developer shall not be authorized to commence any Work Product as to which any Required Rights exist unless and until IETF LLC has affirmed in writing that it understands the nature of such Required Rights and the parties have mutually agreed upon a license arrangement (including allocation of its costs) that will enable the full use of any Required Rights in the manner contemplated hereby.

If Developer fails to notify IETF LLC of any Required Rights owned or licensed by Developer in the manner required by this section, then Developer shall be deemed to have granted the IETF Trust a perpetual, irrevocable, royalty-free, paid-up, worldwide, non-exclusive, freely sub-licensable right and license to exploit such owned Required Rights (and to the extent permitted under any such license of any such Required Rights, such licensed Required Rights) in any manner in connection with the Work Product and any modifications or derivatives thereof.

**D. Data.** Developer may access, collect, use, store and share all IETF data, including but not limited to IETF LLC CI, personal data, content in any form, and any other data received, collected, created or generated by or on behalf of, or made available to Developer in the course of performing under this Agreement, solely as necessary to perform the Services and/or produce the Work Product. IETF LLC retains all right, title, and interest in the IETF LLC data. Developer agrees to comply with all applicable laws and IETF LLC policies regarding the treatment, processing and protection of IETF LLC data.

**8. Warranties.** Developer warrants that (i) it will perform all Services in a professional and workmanlike manner, in accordance with highest ethical standards, (ii) it has the right and authority to enter into this Agreement, (iii) it has the knowledge and skills to provide the Services, (iv) it will comply with all applicable laws, statutes, regulations and IETF LLC policies in the performance of the Services, and (v) the Services and Work Product will not

violate or in any way infringe upon the rights of third parties. Developer warrants that the Work Product will perform in accordance with any applicable documentation, specifications and written descriptions provided by IETF LLC to Developer, and in a reliable and secure manner. Developer agrees promptly to fix any errors, bugs or deficiencies in the Work Product that are identified within one year from the date of acceptance by IETF LLC for no additional charge and to deliver to IETF LLC, install in the Work Product and demonstrate to IETF LLC's reasonable satisfaction such fixes. The development and delivery of such fixes shall be performed by Developer in accordance with the provisions of this Agreement and all software developed and/or delivered shall conform to the requirements described in the SOW or as otherwise agreed by the parties. All such fixes shall themselves be warranted for a period equal to the longer of either the remainder of the duration of the original warranty on the fixed Work Product (i.e., one year from the date of acceptance), or ninety (90) days following acceptance of the fix.

9. **Indemnification.** Developer agrees to indemnify and hold IETF LLC and its member, directors and officers, and the IETF Trust and the IETF Trustees harmless from any claims, losses or expenses (i) arising in connection with Developer's (or any Subcontractor's) breach of this Agreement, (ii) alleging that all or any part of the Services or Work Product infringes or misappropriates any intellectual property rights of any third party, or (iii) arising in connection with Developer's (or any Subcontractor's) negligence or willful misconduct.

10. **Insurance.** Developer shall maintain any required and customary insurance in amounts and types reasonable for the type of business conducted by Developer and at IETF LLC's request, shall make IETF LLC an additional insured under any such applicable policy. Developer shall provide evidence of insurance and endorsements at IETF LLC's request, and shall cooperate with IETF LLC in good faith to adjust such insurance coverage as appropriate for the Services.

11. **Force Majeure.** Performance under this Agreement by either IETF LLC or Developer may be subject to acts of God (flood, earthquake, tornado, fire, etc.), disasters, civil disorder, strike, declaration(s) of war, war, threats or acts of terrorism, or similar acts, disease, epidemic, pandemic, measures of any governmental authority, US Department of State, World Health Organization, CDC or other governmental or international agency travel advisory, non-availability of food, beverages or other supplies or disruption of transportation, disruption of facilities or other emergencies, or any other cause beyond the Parties' control, which makes it inadvisable, impracticable, illegal or impossible for either Party to perform as originally contracted under this Agreement. In such an event, the affected party is relieved from performance for so long as and to the extent required by the event, whether or not the underlying applicable event is foreseeable at the time of execution of this Agreement, and may terminate this Agreement for any one or more such events, without liability or penalty, upon written notice to the other Party. Should such termination occur prior to the performance by Developer under this Agreement, IETF LLC shall be refunded all deposits made. Should the termination occur during performance under this Agreement, IETF LLC shall be obligated to pay for all goods and services rendered to IETF LLC up to the time of termination, and shall be refunded all deposits remaining after payment for goods and services rendered up to the time of termination. Any deposits to be returned to Developer shall be refunded to the IETF LLC within 30 days after written notice of termination.

12. **Miscellaneous.** This Agreement will be governed by Delaware law. Developer may not assign or delegate any of its rights or obligations set forth in this Agreement without IETF LLC's prior written consent. This Agreement is binding and shall inure solely to the benefit of the parties hereto (and to the benefit of the IETF Trust with respect to intellectual property), and their respective successors and permitted assigns. The IETF Trust is the only intended third party beneficiary to this Agreement. Other than the IETF Trust, nothing in this Agreement shall be enforceable by a third party. This Agreement, together with any SOWs, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. All notices, requests, directions, approvals or other communications to be provided hereunder will be in writing and will be deemed to have been sufficiently given (a) upon receipt if delivered in person; or (b) on the date transmitted if by email or facsimile. All notices will be sent to the applicable party at the address(es) set forth below (or as otherwise instructed in writing by such party):

**If to IETF LLC:**

IETF Administration LLC  
Attn: IETF Executive Director  
[exec-director@ietf.org](mailto:exec-director@ietf.org)  
1000 N. West St, Ste. 1200  
Wilmington, DE 19801

**If to Developer**

Springload Ltd  
Attn: Logan Hodson  
[logan@springload.co.nz](mailto:logan@springload.co.nz)  
PO Box 9382  
Wellington 6011, New Zealand

Read and agreed to by:

**IETF ADMINISTRATION LLC**

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By: Jay Daley  
Title: IETF Executive Director  
Email: [exec-director@ietf.org](mailto:exec-director@ietf.org)

**SPRINGLOAD LTD**

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By: Logan Hodson  
Title: Client Services Director  
Email: [logan@springload.co.nz](mailto:logan@springload.co.nz)

## **Statement of Work # 1**

This Statement of Work #1 (“**SOW**”) is entered into effective as of this 11th day of August, 2020 (the “**Effective Date**”) by and between (“**Developer**”) and IETF Administration LLC (“**IETF LLC**”). This SOW is incorporated into, and forms a part of, the Developer Services Agreement, dated 11 August, 2020 by and between the parties (the “**Agreement**”). Any term not defined herein shall have the meaning ascribed to it in the Agreement. This SOW must be signed by both parties to be effective.

**1. Description of Services.** Developer agrees to provide software development and support services described below (collectively, the “**Services**”) to IETF LLC.

**A. Software Development Services.** The software development services Developer agrees to provide include but are not limited to the requirements and deliverables set forth in the Reimplementing IETF Website Wagtail Templates RFP (“**RFP**”), and the bid document provided by Developer. These services are summarised as:

To refactor the page templates of the existing website, and address existing front-end issues, including accessibility bugs that have been identified since the site’s initial launch. The site currently uses undocumented HTML/CSS and Wagtail as the CMS.

The existing page templates to be refactored are:

1. Home page
2. Index page
3. Standard page
4. IESG Statements Index Page
5. Blog, News Index Page
6. Blog, News, Statement Page
7. Event listing page
8. Event page
9. Form page
10. Topic page list
11. Topic page

Key requirements include:

- The page templates must be compatible with Wagtail CMS
- The look and feel, and functionality of the current page templates should be retained to the closest extent possible
- Existing issues identified in IETF LLC’s Github issue tracker (issues #1, #15, #24, #25, #41 and #43) should be resolved, as well as improving the Print CSS for key pages (issue #16).
- The page templates must be updated (as required) to implement Matomo analytics features such as tag managers.
- The website must meet the requirements in the IETF Website SOW (2014-06-04), with particular attention to:
  - Standards and Security

- HTML5 and Open Standards
  - JavaScript
- Functional requirements
  - Accessibility - WCAG 2.0 AA compliance or greater
- Responsive design

The new templates will be implemented in Bootstrap 4.5 – a well supported front-end framework. Software development services are limited to front-end setup and front-end development. Any back-end development required to support refactoring or accessibility conformance is considered out of scope.

Anticipated tasks include:

- Create FED build, e.g. scripts relating to compilation, minification, etc.
- Add and configure Bootstrap 4.5 framework. Includes configuring Bootstrap to meet the specific needs of IETF website, as well as adding it to the codebase in a way that makes it easier to upgrade in the future.
- Apply Bootstrap grid & alignment. The existing site has a mixture of a 10 column grid, as well as bespoke content alignment, whereas Bootstrap has a 12 column layout. This will involve migrating layouts to similar Bootstrap layouts.
- Refactor header (main nav) & footer to use Bootstrap styles. Existing header is fairly complex (for example, the slide down search box), so it may still require some bespoke (non-Bootstrap) styles and functionality if that behaviour should be retained.
- Refactor components into their Bootstrap equivalents. Includes removing bespoke component styles. Examples include (but are not limited to): cards, breadcrumbs, form elements, accordions. The list of elements we would seek to replace could be anything from the 'components' list here: <https://getbootstrap.com/docs/4.5/components/>
- Fix accessibility issues we find (we have identified some issues, in addition to what has been captured by IETF already).
- Fix the specific GitHub issues listed in the RFP. Some of which will be fixed by virtue of refactoring components to Bootstrap.
- Create print-friendly styles (site-wide) as per the RFP.
- Analytics. There may not be any work involved if this is already in place, only to ensure the Matomo snippet continues to be served once the new page templates are in place.
- Testing: The test suite will need to be updated. To avoid regressions in accessibility additional approaches may be useful (for example, automated Axe testing).

The following assumptions are agreed:

- Low fidelity documentation and reporting for any workshops/sessions (for example kick-off, requirements) will be sufficient.
- No design resourcing has been factored in.
- IETF LLC will provide Developer with a development environment.
- Only existing page templates will be refactored. No new page templates are required.
- The standard Bootstrap 12 column grid will be implemented.

- Browser support is based on a standard evergreen browser support policy: Chrome, FireFox, EDGE, -1 version. Support for IE11 is not required.
- No additional analytics work required, other than ensuring the Matoma snippet continues to be served.
- While some aspects of the delivered solution are documented from a development perspective, other documentation is not supplied unless specifically identified or listed as a deliverable. Any compliance or other documentation is out of scope.
- Any security or penetration testing is out of scope.

**2. Practices.** Developer agrees that all code and documentation it develops in connection with the Services will meet a commercial standard of quality, including but not limited to the following attributes of quality:

- fully maintained version repository with consistent increments of design documents and working code;
- automated testing, limited to HTML validation and automated Axe testing on selected high priority pages and template types, as agreed with IETF;
- common/known security flaws eliminated;
- high quality documentation;
- clean, readable code.

Developer agrees to use the version repository specified by IETF LLC and the issues tracking system specified by IETF LLC. Developer further agrees to adhere to the instructions and practices described in “Instructions for IETF Software Development Contractors” located at <https://trac.tools.ietf.org/tools/ietfdb/wiki/ContractorInstructions> unless otherwise authorized by IETF LLC.

**3. Acceptance.** Developer will promptly provide IETF LLC with the most recent version of a deliverable upon completion. IETF LLC will test and evaluate the deliverable to determine whether it conforms to the agreed upon specifications and requirements and will provide a written notice to Developer of its acceptance or of the deliverable’s nonconformity specifying why and how the deliverable is not acceptable to IETF LLC. If Developer receives a notice of a nonconformity from IETF LLC, it will promptly and at no expense IETF LLC remedy the error or deficiency to ensure that the deliverable does conform to the applicable description and criteria and submit a revised deliverable to IETF LLC. IETF LLC will conduct such further tests and evaluations on the deliverable as it deems necessary and either accept or reject deliverable. If the deliverable is not accepted, Developer will at its own expense take whatever steps are required to ensure that the deliverable is acceptable to IETF LLC. If Developer fails to remedy the error or deficiency within thirty (30) days of initial receipt of a notice of nonconformity from IETF LLC, IETF LLC may hire a third party to remedy the error or deficiency at Developer’s expense.

**4. Management.** Developer’s primary technical contact at the IETF LLC for this SOW will be the Tools Team Project Manager. The IETF LLC primary technical contact will be generally responsible for overseeing Developer’s performance under this SOW and providing related instructions and feedback to the Developer.

Contractor may refer to certain RFC documents published by the IETF Community as a reference and guide to the intended nature of certain Services where relevant, but any

instructions, interpretations or directions provided by the IETF LLC primary contact to Contractor shall supersede the content of RFCs and control for purposes of Contractor's performance of the Services under this SOW.

While Developer will work with the IETF LLC primary technical contact in the ordinary course of the Services, the IETF Executive Director shall at all times have the authority to provide additional instructions, feedback and other direction to Developer. In the event of a conflict between the direction received from the IETF LLC's primary contact and the IETF Executive Director, Developer will provide written notice of the conflict and ask for clarification, provided that instructions received from the IETF Executive Director shall supersede those received from any other IETF LLC contacts.

During the term of this SOW, Developer shall keep IETF Executive Director, and the IETF LLC primary technical contact informed of the status of the development and Services. Notwithstanding the foregoing, Developer is solely responsible for fulfilling its obligations under this SOW, and the IETF LLC designees will be responsible for providing timely feedback and decisions to inform the approach to development, performing user acceptance testing and approving development work conducted before deployment/release. User acceptance testing and approving development work does not mean that IETF LLC has checked, debugged or otherwise validated that Developer's work is free from error.

**5. Key Personnel.** The following individuals are Key Personnel as described in the Agreement for purposes of the Services described in this SOW:

Matthew Holloway, Front-end Director - Technical Oversight

**6. Fees:**

The Agreement and IETF LLC policies shall dictate the terms of payment and reimbursement for expenses.

Developer estimates the fees as follows and specified in NZ \$:

|            |            |
|------------|------------|
| [REDACTED] |            |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] |            |
| [REDACTED] | [REDACTED] |

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Developer will only charge IETF LLC for time accrued on the project and has agreed to cap the maximum amount of fees payable by IETF LLC to Developer for performance of the Services and delivery of the deliverables described in the RFP at a total of [REDACTED] (calculated as [REDACTED]), even in the event Developer requires additional time to perform such Services and provide acceptable deliverables to IETF LLC.

Developer will not charge New Zealand GST.

Fees will be invoiced on the last day of the month according the following schedule unless agreed otherwise:

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To the extent IETF LLC and Developer wish to change the scope of the Services and deliverables, the parties will agree in advance to such changes in scope and any additional fees payable for such Services or deliverables, if applicable.

**7. Term:** This SOW shall be effective as of 11 August 2020 and shall remain in effect until 31 December 2020, after which IETF LLC and Developer may agree in writing (email to suffice) to extend the term of this SOW for an additional period. In the event the term of this SOW extends beyond the term of the Agreement, the terms and conditions of the Agreement will remain in effect for the benefit of this SOW only.

Schedule of Services:

|            |            |            |
|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] |
|------------|------------|------------|

