



Project Agreement

This Agreement documents understandings between Aspire Communications (hereafter referred to as Aspire) and [YOUR COMPANY's full name] (hereafter referred to as [YOUR COMPANY's Abbreviation]) regarding the following project:

Purpose: Aspire will plan and construct interactive PowerPoint-based presentation materials and/or presentation graphics, as described in the *Deliverables* section below. Said development shall include some (or all) phases of Aspire's *SEVEN PHASES* multimedia development process, as applicable to this project. The Seven Phases are summarized as follows:

Phase 1—Needs Analysis: Aspire conducts needs analysis by interviewing appropriate [YOUR COMPANY] personnel and/or conducting one or more live, web-based meetings using *GoToMeeting* technology with [YOUR COMPANY] personnel. These interviews and meetings determine project goals, design specifications, and constraints. They also help [YOUR COMPANY] presenters and designers see how visually interactive communication works in practice, so that they can better gauge selection of navigational and organizational structures. Regular communication with [YOUR COMPANY]'s decision makers during this period is critical, to assure the project's goals align with expectations and budget parameters.

Phase 2—Content Analysis: Aspire analyzes [YOUR COMPANY]'s existing presentation materials and media, to determine which components are usable in their current form, which contain valuable information but require modifications, and what additional slides, graphics or other media must be created from scratch. Phase 2 normally produces a wish list of potential content ideas that require subsequent organization and prioritization. During this time, [YOUR COMPANY] provides Aspire copies of pertinent existing slide shows and media, along with ideas for modifying that content and/or building additional content.

Phase 3—Content Organization: Aspire works with [YOUR COMPANY] personnel (the project coordinator, designers, presenters, content experts, and so forth) to establish the network's overall organizational structure and preferred navigational styles. Phase 3 produces a sitemap that subsequently guides Phase 4 building activities. A [YOUR COMPANY] representative must sign off on the sitemap's design to signify acceptance before construction begins. These design specifications eventually may vary to a small degree as the project proceeds, due to new ideas and better understandings of needs and limitations that arise during later phases.

Phase 4—Network Construction: Upon sitemap approval, construction of PowerPoint structures, graphics, and/or media begins. [YOUR COMPANY] initiates this phase by setting developmental priorities that direct Aspire's building activities, focusing attention on the most important content first. We refer to such urgent material as *core network components*. Less urgent and optional content is set aside for future development. [YOUR COMPANY] is encouraged to monitor construction activities and actively participate in the building process.



Phase 5—Testing: When development activities include the creation of a presentation network (interlinked PowerPoint slide shows), testing occurs in two forms: *alpha* and *beta*. Aspire conducts alpha testing, which includes verification of organizational efficiency, content completeness, link functionality, content placement, animation functionality, and other technical aspects of the network's structure. Beta testing is [YOUR COMPANY]'s responsibility and involves usability verification—can presenters find content quickly when needed, are all the navigation elements functional and appropriate, and does the network in fact contain all prioritized content? After alpha testing is complete, Aspire delivers the finished network and/or presentation content/media to [YOUR COMPANY] in its entirety, via download. Prospective presenters then practice using the materials. Beta testing normally reveals minor content issues that should be corrected before the first live implementation.

Phase 6—Implementation: In Phase 6, [YOUR COMPANY] begins using the developed materials in live environments and notes any additional adjustments or priority content needed. This period also often includes training in one form or another, where Aspire helps presenters improve delivery techniques and equips designers to modify, expand, and maintain the components built. See the ***Deliverables*** section below for details about any such components included in this agreement.

Phase 7—Maintenance and Tracking: Network maintenance and tracking activities occur after the initial core project's completion and are [YOUR COMPANY]'s responsibility, or can be assigned to Aspire by special agreement, normally as part of a monthly or yearly technical support contract.

Deliverables: (to be determined per individual agreement)

All PowerPoint files developed during this project will be saved in the following format: _____ ppt (compatible with PowerPoint 2003 and PowerPoint 2007); or _____ pptx (compatible with PowerPoint 2007 only).

Payment Installments and Benchmarks: (to be determined per individual agreement, according to one of the three scenarios below):

Scenario 1—Hourly Rate: Aspire will develop the above-specified deliverables at an hourly rate of \$_____. An estimated _____ hours total are needed to complete said development. The actual number of hours required may vary up or down, according to the amount of participation from [YOUR COMPANY] in the design process, unforeseen circumstances, and/or customer design modifications. Aspire will make a concerted effort to keep the hourly total at or below the above estimate and otherwise will inform [YOUR COMPANY] as soon as possible if required hours are likely to vary from the estimated total by more than _____ hours. Payment benchmarks shall be as follows: Upon mutual approval of this agreement, Aspire will invoice [YOUR COMPANY] for an initial installment of \$_____, by: ___electronic invoice (PayPal)



or ___traditional invoice (PDF) payable by check. The project will begin immediately after receipt of this first installment. Additional installments will be invoiced upon completion of the following benchmarks: (to be determined per individual agreement). After Aspire receives the final installment, all deliverables specified in this agreement will be transferred to [YOUR COMPANY] in their entirety, via download. No portion of said deliverables shall be transferrable before the final installment.

Note that if this agreement entails development of an extensive PowerPoint-based presentation network, Aspire will account 3 hours in advance for small modifications and additional development that may be necessary during beta testing and Phase 6 implementation (after [YOUR COMPANY] pays the final installment). If such work is not required in its entirety, any unused portion of said hours will be refundable to [YOUR COMPANY] or creditable towards future development or maintenance. Modifications and development in excess of 3 hours after alpha testing is complete will be billed to [YOUR COMPANY] at the same hourly rate specified above.

Scenario 2—Fixed Price:

Aspire will develop the above-specified deliverables at a fixed price of \$_____. Payment benchmarks shall be as follows: Upon mutual approval of this agreement, Aspire will invoice [YOUR COMPANY] for an initial installment of \$_____, by: ___electronic invoice (PayPal) or ___traditional invoice (PDF) payable by check. The project will begin immediately after receipt of this installment. Additional installments will be invoiced upon completion of the following benchmarks: (to be determined per individual agreement). After Aspire receives the final installment, all deliverables specified in this agreement will be transferred to [YOUR COMPANY] in their entirety, via download. No portion of said deliverables shall be transferrable before the final installment.

Note that if this agreement entails development of an extensive PowerPoint-based presentation network, Aspire will account 3 hours in advance for small modifications and additional development that may be necessary during beta testing and Phase 6 implementation (after [YOUR COMPANY] pays the final installment). If such work is not required in its entirety, any unused portion of said hours will be refundable to [YOUR COMPANY] or creditable towards future development or maintenance. Modifications and development in excess of 3 hours after alpha testing is complete will be billed to [YOUR COMPANY] at an hourly rate of \$_____.

Scenario 3— Price Range: Aspire will develop the above-specified deliverables at an hourly rate of \$_____. At the time of this agreement’s consummation, the scope of such development (and, accordingly, Aspire’s involvement) was yet to be determined. Therefore, the project shall proceed within the following minimum to maximum range of hours. Aspire estimates that ___ hours are required to meet the project’s minimum goals. Additional hours



may be necessary, as well, depending upon [YOUR COMPANY]'s level of participation in planning and building activities, the complexity of PowerPoint components required, the number of graphics to be created, and other factors. In no case, however, shall the number of hours expended exceed ____ hours without [YOUR COMPANY]'s permission in writing. Payment benchmarks shall be as follows: Upon mutual approval of this agreement, Aspire will invoice [YOUR COMPANY] for an initial installment of \$_____, by: ___electronic invoice (PayPal) or ___traditional invoice (PDF) payable by check. The project will begin immediately after receipt of this installment. Additional installments will be invoiced upon completion of the following benchmarks: (to be determined per individual agreement). After Aspire receives the final installment, all deliverables specified in this agreement will be transferred to [YOUR COMPANY] in their entirety, via download. No portion of said deliverables shall be transferrable before the final installment.

Note that if this agreement entails development of an extensive PowerPoint-based presentation network, Aspire will account 3 hours in advance for small modifications and additional development that may be necessary during beta testing and Phase 6 implementation (after [YOUR COMPANY] pays the final installment). If such work is not required in its entirety, any unused portion of said hours will be refundable to [YOUR COMPANY] or creditable towards future development or maintenance. Modifications and development in excess of 3 hours after alpha testing is complete will be billed to [YOUR COMPANY] at an hourly rate of \$_____.

Timeline: Project completion shall occur on or before _____, unless an alternate deadline is agreeable to both parties of this agreement and specified accordingly in writing.

Ownership and Usage Rights: Upon payment to Aspire of all financial obligations associated with this agreement, Aspire grants single-entity ownership rights of all deliverables specified herein, along with single-entity ownership rights to related digital files, (e.g. media files) to [YOUR COMPANY]. Said rights give [YOUR COMPANY] full permission to use the materials as desired and duplicate the content as necessary across all company operations. Said rights, however, do not grant unrestricted permission to sell the deliverables, or any parts thereof, as stand-alone products to third party buyers. If such sales occur, [YOUR COMPANY] hereby agrees to pay Aspire a royalty fee equal to 5% of the sales price of each such transaction, or the equivalent value if the sale is a bartered transaction.

Governance: This agreement shall be construed in accordance with the laws of the State of Arizona, USA.

Severability: If any portion of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of law finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such



provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Consummation: Signatures below acknowledge an understanding of, and agreement to, the above terms:

Aspire Communications Date _____
[YOUR COMPANY's full name] Date