

Engagement Agreement: Working Document

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1. Scope

- **What we are doing:** *one paragraph, plain language. A scope that cannot be described in one paragraph should be split into two engagements.*
- **What we are explicitly not doing:** *list what a reader might otherwise assume is included.*
- **Success criteria:** *measurable, agreed before work starts. Example: “checkout LCP ≤ 1.5 s at p75 on field data”, not “site feels faster.”*

2. People

- **Client’s technical point of contact:** *name*, with the authority to decide independently and an allocation of 1-2 h/week for this engagement.
- **Vendor engineers on this engagement:** *names*. The engineers listed write the code and attend the meetings. Substitution requires the client’s written approval.

3. Cadence and visibility

- Work happens in the **client’s repository and organization**, in small reviewable pull requests, from day one.
- **Weekly written check-in** (shipped / next / blocked / decisions needed), delivered every week, including weeks with negative findings.
- Status meetings happen only with an agenda; by default the written check-in replaces them.

4. Commercial terms

- Model: *fixed price / weekly-capped invoice / monthly retainer with named hours* (select one; mixed models per phase are acceptable).
- Change requests are written, estimated, and approved before work begins; invoices contain no line items that were not approved in advance.
- Payment terms: *e.g. 14 days net; late payment pauses work after written notice.*

5. Ownership and exit

- All code, configuration, and documentation belong to the client **from the first paid invoice**. The repository lives in the client’s organization; there is nothing to hand over at the end.

- Either side may end the engagement with *two weeks'* written notice. The client keeps everything paid for, including work in progress.

6. Launches and rollback

- Migrations and risky launches run **parallel / shadow-traffic** where feasible; big-bang only when there is no alternative.
- A written **go / no-go checklist** is signed off by both sides before cutover.
- A tested rollback path stays usable for **30 days** after launch.

7. Incident handling

- Production incidents: the party that first detects an incident opens it; the vendor responds within the *agreed window* during *agreed hours*.
- Every incident ends with a blameless **written post-mortem**: what happened, what was done, what changes to prevent recurrence.
- Missed estimates are reported in the weekly check-in the moment they're known, together with a revised plan.

8. Confidentiality

- Mutual NDA covers business data both directions.
 - The vendor may describe the engagement publicly only in anonymized form unless the client approves naming in writing.
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Version: fill in. Signed: both technical points of contact, the people doing and receiving the work, not only the people billing it.