January 10, 2008

PROPOSAL

TO:  FirstName LastName
     Senior Director of Communications
     The Law School
     1234 Main Street
     City, State 12345

FOR:  The Law School Website

1.0  Project Background, Recommendations & Objectives

2.0  Project Schedule & Development Process

3.0  Project Budget Estimates & Cost Projections

4.0  Rogue Element Inc. Background & Capabilities

5.0  Case Studies & References

6.0  Terms and Conditions
SECTION 1.1  

PROJECT BACKGROUND

The Law School opened in 19xx to “create a new kind of law school” that incorporated a broad-based intellectual outlook into professional law education. The Law School strives for a scientific study of the law, incorporating the study of the related social sciences of history, economics and philosophy into a well-rounded, participatory and multidisciplinary curriculum. This uniquely blended approach to legal education has made The Law School a recognized leader in legal education.

The Law School sees that its key differentiating strength is an unabashed enthusiasm for the life of the mind: the conviction that ideas matter, that they are worth discussing, and that legal education should devote itself to learning for learning’s sake. This focus on intellectual curiosity and conceptual development guides all aspects of the Law School student experience. Rather than relying on top-down lectures from professors, classes are structured in the Socratic Method of question and discussion. Students are encouraged to participate in numerous clinics, guest speaker events and extracurricular activities. Reflective of its legacy as a legal education innovator, the Law School is ahead of other schools in the use of blogging and podcasting by faculty and students. All of this creates a dynamic and intellectually rigorous environment for learning that sets the Law School apart from its competitors.

The Law School’s current website was launched three years ago under a constricted time frame. While the site has worked well, several improvements to the look-and-feel, user interface and site structure have been identified:

• The design look-and-feel is too conservative to reflect the innovative and dynamic personality of the Law School;
• Navigation menus are disconnected and confusing to navigate;
• Constraints to the primary text column require excessive scrolling and reduce ease of use;
• Text is difficult to read;
• The information architecture is confusing and makes information hard to find.

One clear strength of the current site is its focus on “stories, not statistics” and “people, not programs.” This human focus reflects The Law School’s culture and educational philosophy.
PROJECT GOALS

Goal 1: Promote a Cutting-edge Image to Prospective Students The website should act as a clarion call that The Law School is a thought-leader in legal education that understands change and embraces new ideas and technology.

- Convey the sense that The Law School is a place of ideas and is an exciting place in which to learn;
- Create a look-and-feel that reflects the innovation and cutting-edge intellectual personality of The Law School as a thought-leader in legal education;
- Integrate blogs and podcasts to reinforce the impression of The Law School as a leader in legal education and highlight the focus of The Law School on dialogue and discourse;
- Maintain a focus on “stories, not statistics” and “people, not programs.”

Goal 2: Create a Design Language that is Complementary, Flexible and Distinctive The site should complement the new overall university identity while maintaining a distinctive personality. The site should also take full advantage of the flexibility offered by Drupal CMS so that the site can be easily added to over time without costly redesigns to interfaces and templates.

- Create an information architecture that is easily searchable and organizes information clearly;
- Design the site with flexible elements that are transferable to print media.

Goal 3: Enable Ease of Use for All Constituencies Making the site easily understandable, searchable and navigable is absolutely critical to the site’s success. Designers, content developers and programmers should work together to ensure that menus are simple and make sense, that the site architecture is clear, and that type is easily readable across platforms. The information architecture should be structured so that prospective students, current students, faculty and alumni can easily find and share information.

- Restructure menu navigation so that it is simple and easy for users from all audiences to follow;
- Design a typographic hierarchy that is clearly structured and readable on all platforms.
SECTION 1.3

PROJECT RECOMMENDATIONS

To meet the goals outlined by The Law School, we believe the website should:

• Highlight the dynamic urban setting of the Law School in the heart of the city;
• Take advantage of technology to emphasize the forward-thinking atmosphere of the school and appeal to computer-savvy prospective students, while still remaining user-friendly for the widest possible audience;
• Place greater emphasis on the multidisciplinary approach to learning that is integral to The Law School experience;
• More effectively use photography to showcase the stories and people who make The Law School unique.

We recommend that the site present a visual message of modernity, simplicity and sophistication, while focusing on the people and stories they tell. Type should be easy to read and pages should utilize a grid structure. Pages should be uncluttered but informational, and images should be powerful and consistently treated throughout the site. All of this should incorporate the current branding standards (logos and colors) already developed for the Law School in 1999.

Blogs and podcasts should be highlighted prominently on the home page, and possibly referenced throughout the site. For example, pull quotes from bloggers could be featured with links to their posts throughout as a way to generate discussion.

On the current website there is a link entitled “Socrates” that explains the Socratic Method of teaching and its relation to the Law School’s educational philosophy. We propose investigating ways to integrate this message more thoroughly throughout the site, emphasizing Socratic teaching, dialogue and broad-based learning in more areas. We could associate images with quotes and testimonial statements from the student or faculty member depicted. Questions or statements relevant to today’s legal issues could be posted throughout the site, and linked to relevant blogs.

Many ideas and communication strategies should be evaluated and explored together, but these initial ideas are an example of how we might begin our creative process.
### Section 2.1 Project Schedule

#### Phase I: Strategy & Research
- **Project launch**: Monday, February 11
- **Begin work on site map/architecture with Law School**: Tuesday, February 12
- **Images (photos/logos/etc) delivered to Rogue Element**: Tuesday, February 19
- **Creative brief to Law School**: Monday, February 25
- **Comments on initial creative brief to Rogue Element**: Friday, February 29
- **Site map/architecture completed**: Friday, April 11

#### Phase II: Creative Exploration & Design Development
- **Draft copy with all necessary information to Rogue Element**: Monday, March 17
- **Round 1: Initial design concepts (3 to 4) presented to Law School**: Wednesday, April 30
- **Law School conducts user testing of Round 1 initial concepts**: Thursday, May 1 – Thursday, May 8
- **Round 1: Design concept chosen by Law School (with comments)**: Friday, May 9
- **Round 2: Design refinements to Law School**: Thursday, May 22
- **Law School conducts user testing of Round 2**: Friday, May 23 – Thursday, May 29
- **Round 2: Design refinements approved with corrections**: Tuesday, June 3
- **Round 3: Design refinements to Law School**: Tuesday, June 10
- **Round 3: Design refinements approved with corrections**: Monday, June 16

#### Phase III: Production Management & Implementation
- **Rogue Element begins production of files for Programmer/Law School**: Tuesday, June 17
- **Final copy delivers to be flowed into website**: Monday, June 30
- **Rogue Element delivers files to Programmer/Law School for production**: Monday, June 30
- **Beta testing of website begins**: Monday, August 11
- **Implementation of final design refinements in response to user feedback**: Friday, August 15
- **Final website launches**: Monday, September 1

#### Phase IV: Outcome Evaluation
- **Collect user data and survey information (optional)**: September 1 – October 30
- **Outcome evaluation meeting**: Monday, November 3
SECTION 2.2 OUR DEVELOPMENT PROCESS

At Rogue Element, we believe that design process is a collaboration that fuses our creative strengths with our client’s in-depth understanding to produce communications that sing.

Phase I: Strategy & Research
Because great design starts by understanding your problems, we begin by asking questions. A lot of questions. We work to understand your self-image, goals, audience, project parameters and desired outcomes. We research your intended audiences, and study the competition. We define the design problems and discover strategies for solving those problems effectively and memorably. At this stage we will provide:

• A design brief describing our understanding of the project’s goals and parameters;
• A detailed schedule to guide the process.

Phase II: Creative Exploration & Design Development
Here is where we begin to introduce intuitive thinking into our problem-solving process. Through creative thinking exercises and collaborative discourse we develop ideas to visually express your core message. Every choice, from layout and color to type size and style is made with your communication goals in mind. The stand-out ideas are chosen for development into initial concepts, and are further refined. We then present the initial concepts to you and work with you to turn these concepts into comprehensive design directions. At this stage we will provide:

• Three to four strategic design concepts for evaluation;
• Refined design direction for the chosen design direction.

Phase III: Production Management & Implementation
All the planning in the world is wasted without proper execution. At this phase we sweat the details, ensuring that every element works to aid the communication goal of the project. Once the final design is ready to produce, we work with you to create and/or gather needed text and images. We proof and refine the design, check, double-check, proof again, and prepare the design for final production. Then we proof your project again, because we can’t be too careful. We work closely with all vendors to ensure that your finished product meets our (and your) standards of excellence. At this stage we provide:

• Production proofs for proofing and refinement as needed;
• Production management for the finished project;
• The finished project.

Phase IV: Outcome Evaluation
Our work isn’t done after the project delivers. We want to know how it’s working. We work with you to gather feedback, and evaluate not only how the process went, but also what the response has been from the target audiences.
The following estimates are preliminary projections based on the scope of work as outlined in this proposal. The costs cited below are best estimates of what actual design expenses will be. The following estimates does not include applicable taxes, freight, printing costs, or travel expenses unless otherwise noted.

**SECTION 3.0 PROJECT BUDGET ESTIMATES & COST PROJECTIONS**

**SECTION 3.1 OVERVIEW OF COSTS**

- Consultation on Website Information Architecture ........................................... $ xx,xxx.
- Design of Website ...................................................................................................... $ xx,xxx.
- Consultation on Production/Implementation ......................................................... $ xx,xxx.
- User Testing Consultation ....................................................................................... $ xx,xxx.

  Total for Services ........................................................................................................ $ xx,xxx.
## Website Design Estimate

**Description of Service**

<table>
<thead>
<tr>
<th>Consultation on Website Information Architecture, including consultation, research and creation of site map diagrams</th>
<th>$ xx,xxx</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Design of Website:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Design Services,</strong> including development of 3 to 4 initial concepts, comprehensive refinements, research and art editing</td>
<td>$ xx,xxx</td>
</tr>
<tr>
<td><strong>Project Management Services,</strong> including vendor contact, scheduling and estimating, and client contact</td>
<td>$ xx,xxx</td>
</tr>
<tr>
<td><strong>Production Services,</strong> including electronic mechanical art preparation, and preparing files for programming</td>
<td>$ xx,xxx</td>
</tr>
<tr>
<td>Electronic proofs and presentation materials</td>
<td>$ xx</td>
</tr>
<tr>
<td>Miscellaneous Expenses, including deliveries, fax, and photocopies</td>
<td>$ xx</td>
</tr>
<tr>
<td>Subtotal for Design Services</td>
<td>$ xx,xxx</td>
</tr>
<tr>
<td><strong>Consultation on Production/Implementation,</strong> including consultation of programming and beta testing of website</td>
<td>$ xx,xxx</td>
</tr>
<tr>
<td><strong>User Testing Consultation,</strong> including preparation of testing materials and consultation throughout testing process for three (3) rounds of testing</td>
<td>$ xx,xxx</td>
</tr>
<tr>
<td>Total for Services</td>
<td>$ xx,xxx</td>
</tr>
<tr>
<td>Additional design rounds (per hour)</td>
<td>$ xx</td>
</tr>
</tbody>
</table>

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**Section 3.2**

**PROJECT BUDGET ESTIMATES & COST PROJECTIONS**

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**Section 3.0**

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SECTION 4.1

SO, WHO IS ROGUE ELEMENT?

Rogue Element fuses marketing intelligence and creative problem-solving to produce the most creative, memorable, and effective communications possible for our clients.

Rogue Element is a small strategic design agency with big project experience that fuses a passion for creative communication with clients who make a difference. We collaborate with you to visually-charge your message with a uniquely authentic and memorable voice that stands out from the crowd.

SECTION 4.2

WHAT CAN ROGUE ELEMENT DO FOR YOU?

Rogue Element has extensive creative management experience and works with some of the top people in the creative fields...writers, photographers, programmers, illustrators, printers, and fabricators...to make your project a cut above the competition. We can take your communications problems from initial concept to finished execution.

Our capabilities include:

- Communication strategy and market planning;
- Naming and tagline development;
- Identity design and brand standards systems design;
- Website and interactive media design;
- Print collateral design including: annual reports, brochures, corporate communications, sustainability reports, and capital campaigns;
- Environmental graphics and display design.

SECTION 4.3

WHY CHOOSE ROGUE ELEMENT?

We believe that Rogue Element has several competitive advantages that make our firm an ideal fit for The Law School:

1. You want creative ideas that stand out and stick with your audience — Rogue Element provides a unique understanding of marketing logic informed by intuitive creative thinking. Our perspective allows us to craft ideas that stick with your audience and make a lasting impact with your message.

2. You want design that communicates, not decorates — Our goal is to create materials that influence your audience and further your mission, not look pretty in an awards annual. We use our understanding of strategic messaging and communication to do it. Couple that with a strong design sense, and the result is more than a good-looking website. It’s an effective one.

3. You need flawless execution that produces results — Our experience in project management ensures that we will sweat the details and produce a website that exceeds expectations and instills delight in your users.
SECTION 4.0 ROGUE ELEMENT INC. BACKGROUND & CAPABILITIES

SECTION 4.4 OUR MANAGEMENT TEAM

Robert C. Coleman As co-founder and principal of Rogue Element, Rob pours creativity into each project while keeping the message purposeful and clear. For Rob, design is about communication, not decoration. This approach has led to awards for his work from the American Institute of Graphic Arts and the Advertising Club of Metropolitan Washington, D.C., and published in the prestigious design annuals Graphis Poster and Graphis Logo Design 7. Rob’s work has also been accepted into the permanent design collections of the United States Library of Congress and the Museum für Kunst und Gwerbe in Hamburg, Germany. With almost 20 years experience in design, Rob knows how to take a project from the concept in his head through to final delivery. Rob holds a BFA in design from The University of North Carolina at Greensboro and studied graphic design at the Maryland Institute College of Art in Baltimore, Maryland.

Rob’s passion for great design is only rivaled by his commitment to sustainability issues. As chair of the American Institute for Graphic Art’s Sustainability Group in Chicago, Rob is intensely committed to creating a dialogue between designers, clients and producers so that all can incorporate the tenets of sustainability into their processes and methods. When Rob is not making his clients happy, he’s out on Lake Michigan in a kayak, or expanding his creativity by making culinary masterpieces in the kitchen.

Allison R. Manley After 15 years creating and managing an impressive range of design projects for clients ranging from non-profits to Fortune 500 corporations, Allison joined Rob to become co-founder and principal of Rogue Element. Whether it’s a website, poster, brochure, or cd package, Allison has a passion for creating design that cleanly delivers a clear message with an extra creative push to make the work stand out. Her organizational skills have been described by clients as “downright scary” and her great business sense keep budgets and schedules tightly on track. Allison’s designs have been recognized by Graphis, the Advertising Club of Washington, D.C. and The Washington Book Publishers. Allison’s involvement in the Chicago Sustainable Business Alliance has made her a virtual renewable resource on sustainability issues and communication, and an excellent person to ask for green living advice. Allison received her BFA in graphic design from Washington University in St. Louis, Missouri.

Because living and working in Chicago doesn’t expose her to enough cold weather conditions, Allison can be found in her spare time training on the ice rink as a competitive figure skater in the adult ranks. She also combines her computer skills with skating by producing a monthly skating podcast. As a result of her skating career, she has a deep appreciation for quality spandex and well-positioned sequins.
SECTION 4.5

ROGUE ELEMENT PARTIAL CLIENT LIST

Advocacy & Sustainability
The Atlantic Philanthropies
Carnegie Endowment for Int’l Peace
Environmental Defense
Philadelphia Retina Endowment Fund
RACHNA (Research, Advocacy and Communication in Himalayan Areas)
Shadur Communications, LLC

Arts
3Arts Club of Chicago
SWB Music/Marc Lionetti
TimeLine Theatre Company
Wilbat Glass Studio

Commercial & Professional Services
Brainbench
CityEscape Garden Center
Full Catering
GolinHarris
J. Gabrielle Meyer Communications
Magnes Communications
Palantir.net
Robb Preis Photography
Scheufelen North America
Society of Actuaries
Synovate
Tobin Communications Inc.
U.S. Figure Skating
Westland Printers

Education
DePaul University
Gamma Phi Beta Foundation
George Mason University
Northwestern University
Ragdale Foundation
University of Chicago

Healthcare
Humana, Inc.
The Philadelphia Retina Endowment Fund

Publishing
Brookings Institution Press
McDougal Littell

Real Estate
Beach Heaven
Marcia Cegavske Realty

Retail
Table Talk
Tommy Hilfiger USA
SECTION 5.1 RECENT INTERACTIVE PROJECTS

Society of Actuaries
January 2008

Currently in design stages and shown with permission from the client. The SOA needed an interactive Flash-based timeline showing how actuaries have influenced business since their profession began in the 1600s, and how those events have influenced connected events over time. We are showing three options we designed, illustrating how the same idea can be visually interpreted in very different ways.

Option A visually displays the "ripple effect" that actuaries have had over time. Color-coded rings indicate centuries. The small circles contain dates and move slightly to indicate they are active links. As a date is clicked upon, the ripples expand or contract to accommodate the highlighted entry. Corresponding dates ripple outward with an animation to show a connection to highlighted entry.

Option B has entries building out from the vertical timeline on the left side of the screen. Related entries are denoted using dotted rules and appear in black. Once a date is selected, the date turns red, the rule builds from left to right, dotted red rules build up/down to related dates, and the large date moves up from the rule as the text and image fade in.
Society of Actuaries (continued)

Option C uses balloons that drop down from the timeline above. Connected dates drop down in transparent gray balloons and magnetically pull themselves to the main entry. Color-coding is used to categorize the entries by type and/or idea. Dates slide from left to right as needed using arrows on the ends of the timeline.

The Ragdale Foundation
August 2007
www.ragdale.org

The Ragdale Foundation needed to increase its visibility among similar arts programs both regionally and nationally, and also to attract more quality applicants. The new site had to be clean, organized, and modern, but also needed to reflect the sense of tradition and tranquility that the location provides. Using details from some of the architecture, and matching the look of existing print materials for cohesive branding, we developed a look for the site that gave the feeling of tradition and creativity while allowing improved functionality for forms, news, event updates and merchant transactions.
**Rogue Element, Inc.**  
August 2007  
www.rogue-element.com

Rogue Element needed a new website to reintroduce ourselves after moving into a new and inspiring office space. In addition to being a showcase for our work, the site embraces the new concepts and features embodied by Web 2.0 thinking. This new site allows the user to control the size of the screen text, is easier to find through search engines, and the grid allows for greater flexibility as the site expands over time. Most importantly, it allows the portfolio to stand out and be noticed.

**Wilbat Glass Studio**  
April 2006  
www.wilbatglass.com

This glass artist is all about color and the beauty in the details. Close-ups of the pieces were used as icons to click through from the home page and the portfolio, which reinforced the details and surprises found in the work itself. The schedule page can be easily updated throughout the year as the artist receives show information.
SECTION 5.0  CASE STUDIES & REFERENCES

SECTION 5.1

RECENT INTERACTIVE PROJECTS (CONTINUED)

3Arts Club of Chicago
February 2006
No longer live

The 3Arts Club launched a capital campaign to raise funds to renovate their building in the Gold Coast and transform it into a major art center. The website was designed to reflect the innovative approach of including theater, music and visual arts in one community space. Several pieces were designed in the series: brochure, stationery system, invitations, and website, that all worked as a cohesive unit. As the final piece in the series, the site was not implemented online due to a change in direction for the organization.

Unifund
November 2005
www.unifund.com

Unifund needed an informational website that reflected its position as a leading innovator in the debt services market. The site featured an organizing grid and juxtaposed interactive images to reflect the complex data management that Unifund has pioneered. Production of the finished website was executed by the client’s IT department.
SECTION 5.1  RECENT INTERACTIVE PROJECTS (CONTINUED)

SWB Music/Marc Lionetti
June 2004
No longer live

Musician Marc Lionetti needed a site to promote his current album, past musical works, and give contact information to booking agents. Users could hear sections of each album via mp3 files, order online, and download hi-res images of Marc for press releases. The site was live for two years until his next project was launched.

Robb Preis Photography
January 2004
No longer live

This photographer’s portfolio was designed to show off his edgy and colorful style. Photographs were prominently featured within a colorful, energetic framework, coupled with witty and irreverent copy that reflected this award-winning photographer’s personality. The home page image changed monthly as new work was revealed. The site was live for three years until Robb Preis retired.
SECTION 5.2 REFERENCES FOR INTERACTIVE PROJECTS

Society of Actuaries Timeline
FirstName LastName  
Society of Actuaries  
475 N. Martingale Road  
Suite 600  
Schaumburg, IL 60173  
847.706.0000  
nname@soa.org

Wilbat Glass Studio Website
www.wilbatglass.com
FirstName LastName  
924 Woodward Avenue  
Deerfield, IL 60015  
847.566.6205  
nname@aol.com

3Arts Club of Chicago Website
FirstName LastName  
203 N. Wabash  
Suite 1312  
Chicago, IL 60601  
312.443.9621  
nname@threearts.org
SECTION 6.0 TERMS AND CONDITIONS

SECTION 6.1 TERMS
The performance of the design and production services and delivery of tangible property (collectively the “Design and Production Services”) described in the contract or invoice of which these terms and conditions are a part (or are on the face hereof) by Rogue Element to the client identified in the attached contract or invoice (“Client”) is governed by the following terms and conditions. Unlike otherwise agreed in writing, Rogue Element expressly rejects any additional or different terms or conditions proposed by Client.

SECTION 6.2 DESCRIPTION OF WORK
The Agreement (the “Agreement”) for the project described in the Scope of Work to which these terms and conditions are attached (the “Project”) shall consist of the final Scope of Work and Timeline, these terms and conditions, and any change orders set forth in writing and executed by Rogue Element and the Client after the acceptance of the original Scope of Work. Changes to the Scope of Work may result in adjustments to the charges for the Project.

SECTION 6.3 PAYMENT
Payment for Design and Production Services will be made as follows. 30% of the Estimated Design and Production Fees are due upon acceptance of the proposal. Monthly invoices will be submitted by the 10th day of each month for the Design and Production services performed during the prior month. The remaining balance (including any and all expenses for vendors, service providers, specialists or subcontractors engaged in accordance with the proposal (“Outside Expenses”) not paid in advance by Client) will be due upon delivery of the finished Project. Except for the portions of invoices that are disputed in good faith by the Client for not being in accordance with the terms and conditions of this Agreement, any amounts not paid when due shall accrue interest at the rate of 1.5% per month from the date due until paid. Rogue Element reserves the right to withhold delivery of all electronic and/or printed materials until the undisputed portion(s) of overdue invoices are paid. All Outside Expenses, including but not limited to, Photography, Illustration, Copywriting, Printing, Mileage, Photocopies and Color Outputs will be billed with a surcharge of 20% vendor costs. The surcharge will not be applied to Deliveries and Postage.

SECTION 6.4 CHANGES TO THE SCOPE OF WORK
Revisions or author’s alterations to the Scope of Work shall obligate the Client to additional fees and costs. These may include but are not limited to: changes made to copy after the final copy has been submitted; changes made to the design once layouts, website design, or site map have been approved; extensive alterations; a change in marketing objectives on the part of the Client and new work requested by the Client after the execution of the Agreement. All production costs are based on the assumption that copy will be provided electronically. Change orders will be prepared by Rogue Element and provided to the Client outlining the changes to the Scope of Work, and any additional costs for those changes. The Client agrees to pay Rogue Element additional fees and costs for said revisions or alterations at a rate of $xxx.00 per hour. Hourly rates quoted in proposals will remain in effect until further written notice is given. If Rogue Element is unable to meet the delivery schedule set forth in the Agreement due to delays by Client or changes requested by Client in the Scope of Work, Rogue Element may, in its discretion, revise the production schedule as necessary and provide for adjustments in the costs for the Project.

SECTION 6.5 OVERTIME/RUSH CHARGES
Estimates are based on normal and reasonable time schedules, and may have to be revised to take into consideration any “rush” requests requiring overtime or weekends. Knowledge of Client’s deadline is essential to provide an accurate estimate of costs. Rogue Element overtime incurred at the Client’s request will be billed at a rate of $xxx.00 per hour. The Client will also be responsible for additional charges imposed by outside suppliers, such as pre-press or printers, to meet Client’s “rush” requests. To the extent possible, Rogue Element will advise Client of all situations that require overtime and/or rush charges, and the amount of additional compensation that will be charged to meet such overtime requirements or rush requests. Rush or overtime fees may be incurred if the Client does not meet approval or content deadlines which have been established to meet the Client’s desired schedule.

SECTION 6.6 OWNERSHIP AND USAGE RIGHTS
The rights to be granted by Rogue Element under this Agreement will be transferred to Client once full payment for services is made by Client to Rogue Element. Upon receipt of full payment, the Client is hereby granted exclusive and unlimited usage and reproduction rights to the final designs prepared for Client as part of the Project. Except for the foregoing license, all right, title and interest to all designs and artwork (whether draft or final versions) remain with Rogue Element or its contractors or vendors, as applicable. This includes, but is not limited to, layouts, animations and designs created by Rogue Element or its contractors or vendors, computer disks containing such layouts, photography or illustration created by independent photographers or illustrators commissioned by Rogue Element, and photography or other images purchased by Rogue Element from a stock agency on the Client’s behalf. Rogue Element reserves the right to reproduce any and all designs created by Rogue Element in print and electronic media for Rogue Element’s promotional purposes for an unlimited period of time. Rogue Element has the right to retain, or if applicable, Client agrees to provide Rogue Element with, 25 printed samples of each tangible product produced as a result of the Project. In developing any brandmarks, Rogue Element will use reasonable commercial efforts, consistent with standards in the industry, to ensure that any such brandmarks are original. Rogue Element’s efforts shall not include a complete trademark clearance search. Should a higher level of assurance be required by Client, the services of a trademark search firm and intellectual property attorney should be retained by Client.
SECTION 6.7 NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Each Party will not, at any time, whether during or after the termination or expiration of this Agreement, for any reason whatsoever, disclose to any person or entity or use for any purpose other than fulfilling its obligations hereunder, the other Party's Confidential Information, as defined below. Any concepts, business strategies, trademarks, service marks, materials, outlines, etc. provided to a Party by the other Party constitute trade secrets and Confidential Information under this Agreement and shall not be used by the other Party for any other purpose than for the purpose of the Project.

SECTION 6.8 CONFIDENTIAL INFORMATION

Confidential Information means all confidential and proprietary information of either Party, including, without limitation, information relating to: the business; trade secret information; client, investor, customer and supplier lists; arrangements; financial information; market research and development procedures, processes, techniques, plans and results; investment or acquisition opportunities, pricing information or policies; computer software, passwords, programs or data; and all other business related information, whether such information is in written, graphic, recorded, electronic, photographic, data or any machine readable form or is orally conveyed to or developed by the other Party; provided that Confidential Information shall not include information which: (a) is in or hereafter enters the public domain through no fault of the receiving party; (b) is obtained by the receiving party from a third party having the legal right to use and disclose the same; (c) is in the possession of the receiving party prior to receipt from the disclosing party, as evidenced by the receiving party's written records; (d) is independently developed by the receiving party as evidenced by written record proving such independence; or, (e) is required to be disclosed by governmental order or judicial subpoena, provided that prior to disclosure the receiving party shall give the disclosing party prior notice to allow the disclosing party an opportunity to obtain an appropriate protective order.

SECTION 6.9 RETURN OF CONFIDENTIAL INFORMATION

Each Party shall, upon the request of the other Party, return to the other Party all written or other descriptive materials containing Confidential Information or otherwise relating to the other Party, its business and its intellectual property, including, but not limited to, drawings, blueprints, descriptions, notes, analyses or other papers or documents which contain any such information. In any event, upon the completion or expiration of this Agreement, or if this Agreement is terminated for any reason, each Party shall, without request by the other party, return all aforementioned Confidential Information, provided that each party may retain one archival copy of the Confidential Information, solely for the purpose of determining its obligations under this Agreement.

SECTION 6.10 INDEMNIFICATION

Each Party shall indemnify, defend, and hold harmless the other and its affiliates, officers, agents, and employees, from any and all claims, suits, actions, demands, damages, liabilities, expenses (including reasonable fees and disbursements of counsel), judgments, settlements and penalties of every kind that may be asserted or incurred including but not limited to: (a) any breach by such Party of any trademark, tradename and/or copyright infringement, invasion of privacy, defamation, or other wrongful use of any pictures, photographs, images, copy or other materials; and/or (b) the negligent, intentionally wrongful or illegal acts or omissions of such Party, its employees, agents, subcontractors or other representatives and/or (c) violations of any federal, state, local and/or international laws, rules and/or regulations to which such Party is subject.

SECTION 6.11 APPLICABLE LAW/DISPUTE RESOLUTION

This agreement shall be governed by, and construed under, the laws of the State of Illinois. In the event of a dispute arising under this Agreement, the dispute shall be finally settled by arbitration under the Rules of the American Arbitration Association (the “AAA”). The Arbitration shall be held in Chicago, Illinois. The arbitration shall be held before a single arbitrator, selected in accordance with the rules of the AAA. The arbitrator’s award shall be final and shall be enforceable in any court of competent jurisdiction. The arbitrator shall award the prevailing party its costs of such arbitration including, but not limited to, reasonable attorneys’ fees. If a party refuses to comply with the rendered award, and the other party enters an application for judicial enforcement thereof, the refusing party shall bear all of the expenses incurred in connection with such application. Nothing in this Paragraph 11 shall prevent either party from resorting to judicial process if injunctive or other equitable relief from a court is necessary to prevent serious and irreparable injury to one party or to others.

SECTION 6.12 CANCELLATION

In the event the Client cancels this Agreement prior to the completion of the Project, within five (5) business days of such cancellation, Client shall pay (a) Rogue Element for all work performed by Rogue Element up to the date of termination, (b) for all contracted for Outside Expenses and commitments that have been incurred and cannot be cancelled and (c) a cancellation fee equal to 15% of the remaining fees that would otherwise have been paid to Rogue Element if the Agreement were to have been fully performed.
SECTION 6.0  TERMS AND CONDITIONS

SECTION 6.13  ERRORS
The Client has the responsibility to proofread and examine all work produced during the Project. Therefore, the Client is ultimately responsible for any typographical, spelling, grammatical, copy, photographic, illustrative, layout or other errors discovered after printing or reproduction, or for any work or services performed by any party selected by the Client. In the event the Client determines that there are errors in the work produced during the Project, Client shall notify Rogue Element of any errors within 48 hours of Client’s determination. Failure to promptly notify Rogue Element shall constitute a waiver by Client of any claim arising out of such errors.

SECTION 6.14  PERFORMANCE
Each party shall use commercially reasonable efforts or fulfill its obligations hereunder, but shall in no event be responsible for any failure or delay in performance due to any catastrophe, act of God or government authority, civil strife, or any other cause beyond the control of such party. In no event shall Rogue Element’s liability exceed the sum of payments received from the Client under this Agreement. Neither party shall be liable to the other for any consequential, indirect, special or punitive damages, even if such damage were reasonably foreseeable.

SECTION 6.15  PRICING
The prices set forth in this Agreement are valid through March 14, 2008 and represent Rogue Element’s good-faith estimate of costs included in the price. If printing is a component of this estimate, printing prices are not guaranteed until paper has been ordered. Rogue Element shall inform Client promptly if any variations in costs or outside expenses are anticipated.

SECTION 6.16  WAIVER
Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party’s right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach whether or not similar.

SECTION 6.17  SEVERABILITY
If any provision of this Agreement shall be deemed void in whole or in part for any reason whatsoever, the remaining provisions shall remain in full force and effect.

SECTION 6.18  INDEPENDENT CONTRACTOR
In performing their respective obligations under this Agreement, the parties agree that their relationship is that of independent contractors and not that of a partners, joint venturers, agents, employees or part-time employees of the other party. Neither party will represent itself as, act or purport to act as or be deemed to be the agent, representative, employee or servant of the other party.

SECTION 6.19  NOTICES
If either party is required or permitted to send the other party any notices, such notices shall be in writing and sent to the other party at its last business address by registered or certified mail, postage prepaid, return receipt requested or by private overnight delivery service, return receipt requested. Notices shall be effective upon receipt.

SECTION 6.20  ENTIRE AGREEMENT
This Agreement and the attachments hereto represent the entire agreement between Rogue Element with respect to the performance of the Design and Production Services and supersedes any prior oral or written agreements of discussions, may not be modified or amended unless in writing signed by each of the parties, and may not be assigned by either party without the written consent of the other party which consent will not be unreasonably withheld.