

September 29, 2009

ROGUE ELEMENT 2010 GREEN DESIGN GRANT

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- 3.0 Application Questions
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SECTION 1.1

THE PURPOSE OF THIS GRANT

The purpose of this Grant is to provide comprehensive branding and design services for an organization with a business plan, strategy and/or mission that reflects an organizational commitment to the protection of the environment.

Eligibility

Consistent with Rogue Element's own commitment to sustainability, Rogue Element is looking for organizations that are focused on improving our environment. Rogue Element believes this includes essentially any organization that works in the preservation and betterment of the natural world. We are looking for organizations that are dedicated in their professional lives to any of the following: renewable energy; air, water, or soil quality and preservation; reducing chemical exposure both indoors and outdoors; better farming and/or development practices; sustainable products and services; and other innovative and effective efforts to improve humanity's relation to our environment. If you think you fit this description, we want to hear from you. Non-profits will get preference, but for-profits may also apply.

By means of this Grant, for up to one year we will assist the winning organization in the creation, modification, and/or refreshment of the organization's brand identity, including anything from logo, identity system, collateral, and website.

This Grant is not for organizations that already have comprehensive branding and design programs in place that are working well for them, and who simply need production services. The winner will be selected from among those applicants that have a good communication strategy, an enlightened environmental impact strategy and that need professional design services to ensure their message is heard by the community to create an awareness of their business and environmental goals.

Rogue Element does not have any limitations about where your organization is located, or even if it is in more than one location. We work with clients world-wide. However, any travel costs incurred by Rogue Element while providing services under the Grant will need to be paid by the winning organization.

SECTION 1.2

GRANT AMOUNT

Rogue Element will provide design work for a full year from the date of the award of the Grant to the organization, not to exceed an average of 12 hours/week.

If, as part of the plan for implementing the program for the winning organization, any additional work provided by Rogue Element is in excess of the amount described above, or if the services of a vendor other than Rogue Element are required to fulfill the agreed upon design plan, the additional costs of such additional vendors, for services such as photography, illustration, printing, web development needs, etc. are not included in the Grant. Rogue Element will recommend other vendors for such additional services with the final decision that of the winner, who is responsible for all costs of the additional vendors. The Grant is for the design only.

SECTION 2.1

APPLICATION GUIDELINES & PROCESS

The contest will run in a two-step process:

Initially the contest will run on www.justmeans.com. Entrants must answer the four questions under "Submit Your Ideas." The JustMeans community will vote to contribute to selecting three finalists.

Once three finalists are selected, they will have until Wednesday, November 18, 2009 to provide Rogue Element with answers to additional questions (see pages 5 and 6) and will need to submit their current marketing plan. While finalists do not need to supply any additional supporting documents beyond our questions and the marketing plan in order to have the application considered for a Grant, existing documents such as branding materials, magazines, brochures, or any other items currently in use by the organization can be sent to Rogue Element by email or regular mail. After the award of a Grant, all physical documents submitted by applicants other than the winning organization will be destroyed/recycled unless a self-addressed and pre-paid envelope is enclosed. Supporting documents sent to our offices that do not correspond to a completed online application will not be considered.

Email the completed questionnaire to info@rogue-element.com with the subject line "Grant Application" along with a copy of your existing marketing plan. All three finalists will be interviewed by phone the week of November 30th.

If, in Rogue Element's reasonable judgment, additional information is needed from the applicant, we will contact you by email or telephone to request such additional information and to set a date for submission of such information. If you are not able to timely provide such additional information, such failure may affect the review of your application for the Grant.

The winner will be decided by an Advisory Board that consists of three independent members who are not employed by or related to Rogue Element. All Advisory Board members are business professionals who are familiar with both design and environmental issues.

Frequency

There will be only one Grant made for design services as a result of this process and that Grant is for a one year period from the date of Grant. Any portion of the Grant for the services as described above that is not used prior to the end of the one year period will expire. For example, if less than 12 hours per week of design services are completed within the year period, the remaining amount is not carried over beyond the expiration date.

Schedule

Grant application available online: Friday, October 2, 2009

Grant applications due: 5:00 pm CST on Monday, November 9, 2009

Finalists notified: Tuesday, November 10, 2009

Additional questionnaire and marketing plan due: 5:00 pm CST on Wednesday, November 18, 2009

Finalists interviewed: week of November 30, 2009

Winner notified: Monday, December 14, 2009

Grant begins: Monday, January 4, 2010

Grant ends: Tuesday, January 4, 2011

Once the winner is notified, they will be treated like any other client. The only difference is no money will be exchanged. The Grant will begin by discussing further needs, writing a schedule and design brief, and starting on the project.

TERMS & CONDITIONS FOR THE GRANT

As soon as possible after the date of the Grant, Rogue Element and the Grantee will meet to determine the final scope of services of the project to be included in the Grant, as well as any estimate of additional services that may be required to complete the agreed upon project. Any additional hours or other service requests by Grantee that would be performed by Rogue Element that are above and beyond the donated services listed will be paid for by the Grantee. Any outside services, such as photography, illustration, printing, web development, travel costs, etc. will be paid by the Grantee directly to the vendors of such services.

The schedule for the performance of services by Rogue Element will be subject to adjustment to accommodate projects of the Grantors for clients paying for design and other services.

Rogue Element will send the Grantee monthly reports of the service hours performed in accordance with the Grant, so all parties can monitor the process and schedule for project completion.

If the Grantee decides for any reason to terminate the project after the Grant period has begun, any remaining service hours will expire, without further obligation on the part of Rogue Element. Work completed up to the date of termination will be transferred to the Grantee.

Rogue Element reserves the right to extend the schedule for the Grant or terminate the offer for the Grant in the event that we receive an insufficient number of qualified applicants for the Grant.

The Grantee grants to Rogue Element the right to use the finished designs for promotional purposes.

Rogue Element's standard terms and conditions which are included in this announcement (see page 10) are applicable to all design services performed by Rogue Element; provided, however, those terms and conditions which by their nature are only applicable to services for which payment is expected are excluded. Changes agreed to by Rogue Element and Grantee are considered part of the services; provided they are performed within the hour limits of the Grant. Additional charges for changes or overtime only apply if the original Grant amount is exceeded. If Grantee requires Rogue Element to travel outside of the Chicago area with regard to the project, Rogue Element's standard terms and conditions for travel reimbursement apply.

SECTION 3.1

ADDITIONAL QUESTIONS TO FIND OUT MORE

This questionnaire is designed to help define your design needs, and to clarify key messages, audiences, and results. It also helps everyone get on the same page. Email the final responses, along with your existing marketing plan, to info@rogue-element.com with the subject line "Grant Application." Feel free to type your answers on a separate MS Word file or in an email. Four of the questions are the original ones you had to answer. The original answers can be repeated.

Background

- 1) Tell us in a few words about your organization and/or its service or product, and how it improves the environment.
- 2) Have you ever worked with a designer or design firm before? If so, tell us about your experience. What worked? What did not work? Please tell us what service was requested by your organization.
- 3) What about your organization makes it a good fit for this grant?

Goals/Objectives

- 4) What does your organization hope to accomplish with a year's worth of design?
(ie: increased visibility? Sales? Build consumer loyalty? General image upgrade? Other?)
- 5) How will you define the success of this project?

Target Audience

- 6) List some key facts about your market or user.
- 7) Who is your target audience or demographic? Are they already knowledgeable about your organization? What motivates them to use your product/services?
- 8) How does your audience currently perceive your organization? How, if at all, do you want to change that perception?

Competitive Landscape

- 9) Who are your peers and competitors? How do they market themselves?
- 10) What are the key benefits/advantages you offer as opposed to your competitors?
- 11) Do consumers perceive any negatives or barriers to working with your organization?

Brand Attributes

- 12) What three attributes do you want the audience to think of when they think about your organization?
- 13) What are your brand's strengths?
- 14) What are your brand's weaknesses?

Functionality/Technical Requirements

- 15) How will distribution of the designs be handled? (ie: Would brochures be mailed or handed out? Do ads run on a certain schedule?)
- 16) If you require web services, what are your needs? (ie: Online shopping carts? Newsletter sign-up? Content management system? Calendar modules? Other?)
- 17) Are there any constraints or considerations we should be aware of?
(ie: existing branding standards, typography, size issues, etc)

Creative Strategies

- 18) What design materials do you think you need to accomplish your goals? (check all that apply)
- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Brochure | <input type="checkbox"/> Advertisements | <input type="checkbox"/> Web Site | <input type="checkbox"/> Direct-mail |
| <input type="checkbox"/> Poster | <input type="checkbox"/> Logo/Branding | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Sustainability Report |
| <input type="checkbox"/> Stationery Package | <input type="checkbox"/> Sales Materials | <input type="checkbox"/> Other _____ | |

Schedule/Target Dates

- 19) Are there any target dates we need to know of throughout the year?

Approval Process

- 20) Who are your internal decision-makers? Who will be approving the designs and concepts?

One Last Question

- 21) Is there anything else you want us to know?

SECTION 4.0 TERMS & CONDITIONS

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SECTION 4.1 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 4.2 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 4.3 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 4.4 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 \$135.00 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 4.5 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 \$175.00 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 4.6 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 trademarks, Rogue Element will use reasonable commercial efforts, consistent with standards in the industry, to ensure that any such trademarks 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 4.7 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 4.8 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, and contracts or 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 pre-dating such receipt; (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 4.9 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 4.10 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 4.11 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 4.12 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 4.0 TERMS & CONDITIONS

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SECTION 4.13 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 4.14 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 4.15 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 4.16 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 4.17 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 4.18 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 4.19 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 4.20 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.