

PROPOSAL

Date: November 27, 2013
Client: Santa Barbara Unified School District
Attn: Dr. David Cash

PROJECT: Spanish Photo Novella Brochure – Common Core

Background:

Idea Engineering Photo Novellas are printed booklets modeled on the popular Spanish-speaking television format of telenovellas. Our photo novellas are a proven format for communicating a culturally relevant and therefore resonant message to a Hispanic audience, particularly a monolingual one. Idea Engineering (IE) recommends utilizing this format to help communicate the differences and benefits of the Common Core curriculum to Santa Barbara Unified School District's (SBSD) Hispanic population.

Description:

IE will design and develop a photo novella brochure, approximately 20 pages, 4.5" x 6". Estimate includes an input interview with key SBSD personnel or stakeholders (1 hour) as well as research & discovery, storyboarding, one-day photo shoot, design and Spanish translations. Actors, location and props to be provided by SBSD. If needed, IE can arrange to hire professional actors (additional casting budget to be determined).

Estimate includes up to 2 concepts with 1 round of revision on selected concept. Once a concept is approved, IE will lay out entire brochure. Estimate includes 1 round of text edits in final layout.

Estimate does not include printing or distribution. IE will deliver print-ready files to printer. If needed, IE can recommend a printer and coordinate and oversee printing services (costs to be estimated separately). Estimate does not include development of charts or tables, or illustration.

Estimated Fee: \$12,500

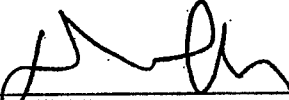
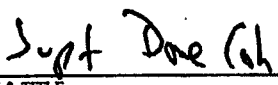
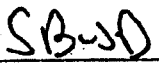
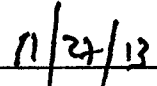
+500 Spanish Art

This is an estimate based on our current understanding of the project. If the project definition changes, agency will bring potential additional charges to client's attention for approval.

Terms:

1. Fee payment schedule: 50% of the total estimate is due upon signing. In estimates including multiple projects, the balance for each project is due upon delivery of that individual project.
2. Sales tax will be added where applicable.
3. Invoices: All invoices are payable upon receipt. A 1-1/2% monthly service charge is payable on all overdue balances beyond 30 days. The grant of any license or right of copyright is conditioned on receipt of full payment. Fees and expenses shown here are estimates only. Final fees and expenses shall be shown when invoice is rendered. The client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by 10% or more.
4. Changes: The client shall be responsible for making additional payments for changes requested by the client in the original assignment. Modification of the agreement must be written, except that the invoice may include, and the client shall pay, fees or expenses that were orally authorized in order to progress promptly with the work.
5. Delays or Cancellation: Delays beyond our control may increase costs. If any phase of the assignment is delayed for longer than 60 days, an invoice will be submitted for work completed. If the assignment is on hold based on client direction for more than 90 days, additional hours may be charged to restart the project. IE will notify client of additional expenses prior to restarting the assignment. In the event of cancellation of this assignment, a cancellation fee for work completed, based on the contract price and expenses already incurred, shall be paid by the client.
6. If final payment has not been made to Idea Engineering within 90 days of invoicing or an alternative payment plan has not been agreed to in writing, then Idea Engineering solely has the right to decide to permanently retain ownership of all ideas, concepts and materials produced under this agreement in lieu of further payment. Any prior payments will be considered by client as reimbursement for employee hours utilized by Idea Engineering and not payment for any work produced.
7. Ownership: All ideas and concepts presented during the creative process other than the final approved idea or concept remain the property of Idea Engineering, Inc. Finished creative designs are available to the client in agreed-upon formats. In any case, ownership of any work produced by IE does not transfer to client until full payment has been rendered by client to IE. Work produced by IE is only licensed for use in the United States and as detailed in the proposal. Additional uses will require additional licensing from IE.
8. Client agrees to include a design credit to Idea Engineering on all marketing collateral produced by IE in the form of the IE logo and website address in 8 point type at the bottom of back cover/final page for printed materials and clickable at bottom of "first page" in electronic materials.
9. All creative designs developed by IE will be supplied to client in high resolution electronic printer ready formats upon completion of project and payment rendered by client to IE. Layered and editable files do not convey to client.
10. Client will be supplied completed materials for final approval. Once final approval has been given, any further changes or corrections are the responsibility of Client.
11. If a dispute arises out of this contract, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties agree to convene the mediation in the County of Santa Barbara, State of California. The fees for the mediation will be borne equally by the parties.
12. If a dispute arises out of or relates to this contract and the parties fail to reach a mutually acceptable understanding, the matter will be submitted to a mutually agreeable arbitrator for a binding decision on any disputes. The arbitration will be in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect at the time of the dispute. The arbitration shall take place in the County of Santa Barbara, State of California. The arbitrator(s) shall be bound to follow the provisions of this Agreement and the laws of the State of California as if the dispute was in the Superior Court for the County of Santa Barbara in resolving the dispute and may not award punitive damages.

Consented and Agreed To:

 _____ AUTHORIZED SIGNATURE	 _____ NAME & TITLE
 _____ COMPANY NAME	 _____ DATE