

# Project Contract

An agreement between the Creative Team and Client

# Visible Client Agreement

This service agreement (“Agreement”) is made and entered into as of the date on page 6 of this document between (“Creative Team”)  
and (“Client”). (“You” or “Your”), individually a  
“Party” and collectively the “Parties”.

## 1. To Begin...

You are entering into an agreement with your Creative Team to create work for You free of charge. Your Visible Creative Team will provide a separate Scope/Value of Work document along with this document, which will include a list of what You can expect Your Creative Team to deliver (individually a “Deliverable” and collectively the “Deliverables”).

The Parties agree as follows:

## 2. Process and Policies

**ROUNDS.** Each design draft that Your Visible Creative Team presents under this Agreement is referred to as a “Round” and collectively the “Rounds”. This project includes a specific and limited number of Rounds of design, with the opportunity for a specific and limited number of revisions which will be outlined in the Scope of Work document provided by Your Visible Creative Team.

**FEEDBACK PROCESS.** Throughout the completion of Rounds, Your Visible Creative Team will be seeking Your feedback. You agree to provide feedback to Your Visible Creative Team within two days after receipt of a Deliverable. Your feedback within two days will enable Your Visible Creative Team to complete your project by the projected delivery date. Although Your Visible Creative Team is going to work very hard to make sure You are completely satisfied, You agree that Your approval is not needed for the purposes of considering a Round completed.

## 3. Client Initiated Project Delays

If Your project is delayed for more than one (1) week due to non-response of emails, lack of feedback, or a delay in supplying assets, Your Visible Creative Team may consider that Your notice of Your intention to terminate this Agreement, and the provisions of the section headed “Termination” will apply.

**Your Visible Creative Team has arranged its schedule to devote a specific time period to Your project. Consequently, Your Visible Creative Team cannot extend a project deadline after a delay has occurred, and you will not be eligible for further service through Visible after a Client initiated project delay.**

## 4. Scope Changes

We ask that you do not request changes or additions to the parameters of Your project or ask to add extra content, designs, or Rounds or revisions that have not been included the Scope of Work document provided to you by your Creative Team. Such changes to the Scope of Work are considered a proposed amendment, and are not allowed within the parameters of this agreement.

## 5. Project Promotion

**Visible and Your Visible Creative Team reserve the right to display and link to all work created for this project as part of their online portfolio, write about this project and creative process on their websites and on social media channels, or enter this finished project or any designs created during the project into design competitions, and to write about the project on websites, in magazine articles, and in books about design.**

In the event the project does not go to completion, or that you choose not to use the creative work produced, You agree that Visible and Your Visible Creative Team **still reserves the right to display and link to all work created for this project** as part of Their portfolio, write about Your project and creative process on Their websites and social media channels, or enter Your finished project or any designs created during Your project into design competitions, and to write about the project on websites, magazine articles, and books about design.

**This license is exclusive, royalty free, perpetual, worldwide, and irrevocable.**

## 6. Term and termination

This Agreement shall be effective as of the date on page six (6) of this document. This Agreement shall continue until twelve (12) weeks after the date on page six (6) of this agreement, or termination as provided below (“Term”).

Either party may terminate this Agreement without cause upon ten (10) days prior written notice to the other party.

Both parties have the right to terminate this Agreement immediately by written notice if either Party breaches the Agreement and does not cure that breach within fifteen (15) calendar days of receipt of notice of the breach.

Your Visible Creative Team has the right to terminate this Agreement if You fail to cooperate, or if any fact or circumstance, in Your Visible Creative Team’s view, renders continuation of Your Visible Creative Team’s services inadvisable, commercially impracticable, illegal, or impossible.

Upon termination, Your Visible Creative Team agrees to deliver to You any completed Deliverables, along with any files Your Visible Creative Team has pertaining to the project.

Because Your Visible Creative Team has reserved a certain block of time to complete this project for You, **if You terminate the project before it is completed, you will not be eligible for further services through Visible.**

## 7. Compensation

Both parties agree that this is a pro bono work agreement, and that there is no monetary compensation for this project. Your Visible Creative Team will be credited as creative author of this project in all references to the project online, in social media, and in print publications.

## 8. Copyrights & Intellectual Property Ownership

You guarantee to Your Visible Creative Team that any elements of text, graphics, photos, designs, trademarks, or other artwork that You provide Your Visible Creative Team for inclusion in our designs are either owned by Yourself, or that You have permission to use them.

No copyrightable Developments authored or created by Your Visible Creative Team under this Agreement is deemed a “work made for hire”. Your Visible Creative Team retains all right, title, and interest in and to the Developments until your project is completed.

You also own text content, photographs, and other data You provided, unless someone else owns them.

Your Visible Creative Team retains ownership of all original artwork, design elements, and other graphic information contained herein whether preliminary or final. Your Visible Creative Team herein retains all rights except for those explicitly transferred via a usage rights agreement of original artwork (including but not limited to electronic files such as Adobe InDesign files, Adobe Illustrator files and Adobe Photoshop files).

You may not in any way use original artwork designed by Your Visible Creative Team for purposes outside the scope of the agreed project parameters without express written permission from Your Visible Creative Team. Only when a specific license agreement outlining usage rights of original artwork has been agreed upon, can You claim usage rights of the original design.

Standard industry practice stipulates that a general design project does NOT result in transfer of digital design assets such as original design files (also known as: source files), therefore the ownership of this intellectual property remains with Your Visible Creative Team. An agreement to provide usage rights of source files may be entered into between You and Your Visible Creative Team. Until such time, source files remain the legal and exclusive property of Your Visible Creative Team.

The Copyright of any concepts, unused designs, illustrations or any other rejected artwork produced by Your Visible Creative Team remains the property of Your Visible Creative Team unless written authorization is supplied by Your Visible Creative Team.

Visible and Your Visible Creative Team reserve the right to reproduce any and all designs created in print and electronic media for promotional purposes.

## 9. Relationship

Your Visible Creative Team has the experience and ability to perform the services contained in the Scope of Work and will carry them out in a professional and timely manner.

You have the power and ability to enter into this contract on behalf of Your company or organization. You agree to provide Your Visible Creative Team with everything that Your Visible Creative Team needs to complete the project on or before the project start date, and in final format. You agree to review the work, provide feedback, and sign-off approval in a timely manner.

This Agreement does not create an employee-employer relationship. Our relationship to You is that of independent contractors. As a result, both parties are solely responsible for all of our own employees, including the payment of compensation, and other required payments.

Nothing in this Agreement will be deemed to create any association, partnership, employment, joint venture, or agency relationship between the Parties, and the Parties shall not have the right or authority to create any obligations of any kind, make any representation or warranty on behalf of the other Party, or to bind the other Party in any respect.

## 10. Limited Liability

**Neither Party will be liable for any indirect, special, incidental, consequential, exemplary, or punitive damages. You agree that Visible and Your Visible Creative Team's liability arising out of this Agreement will not exceed the amount actually paid or payable to Your Visible Creative Team under this Agreement.**

This Agreement constitutes the Parties' entire understanding with respect to the work and supersedes all prior understandings, whether written or oral. You cannot transfer or assign this contract without Your Visible Creative Team's written permission. This contract stays in place and need not be renewed. Except as provided herein, no term or condition of this Agreement may be amended or deemed waived, except by a writing signed by the Parties that refers to this Agreement. This Agreement may be executed in identical duplicate counterparts, each of which, when so executed, will be deemed an original, but all of which will constitute one and the same agreement. If any term or part of a term of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict of laws principles. Any claim arising out of this Agreement, including tort claims, must be resolved in Multnomah County, Oregon.

# Accepted

*I have read, understand, and agree to the terms of the contract*

## **CREATIVE TEAM**

Signature

Name

Date

## **CLIENT**

Signature

Name

Date



# VISIBLE

## PRIMARY CONTACTS

Jennifer Thomas, *Executive Director*

Kristin Wilson, *Operations Director*

[team@visiblealliance.org](mailto:team@visiblealliance.org)

503-701-2915

## ADDRESS

2500 NE Sandy Blvd A

Portland, OR 97232