

Pro-Bono Proposal

Client:

CCAI - Chinese Cultural & Arts Institute

Bill Hubler, CEO & Board Chair

ccaifund@gmail.com

Course: Design Practice, ART 149

Project: Pro Bono

Designer Students:

Alison

aeb33787@hawkmial.hacc.edu

717-714-8490

Rosa

rmf40302@hawkmial.hacc.edu

717-943-0418

History:

The designers have chosen to work with the Chinese Cultural & Arts Institute (CCAI). They are a nonprofit organization that strives to share, teach, and preserve the arts of China. Operating under founder Chen-Yu Tsuei, their organization has been holding classes since 2000, providing instruction on integral parts of their culture including language, painting, dancing, and performing arts. In addition to events held throughout the year in the community to exhibit the work of students, they host an annual gala that showcases dances, stories, and music to the general public.

Process:

On Aug 27, 2024 one of the designers reached out to CCAI and received a response back from the organization's Board Chair and CEO Bill Hubler on the same day. The designer was informed about two logos and a marketing book that are needed for the organization. The designers have been in continuous contact with the organization since that date, Bill Hubler remaining CCAI's voice of correspondence.

On Aug 28, 2024 the same designer reached out to inquire about other work that might be needed for the organization. The next day, CCAI informed the designers about a need for a fundraising brochure and extended an invitation to their annual gala.

On September 8, 2024, both designers attended CCAI's Autumn Gala. The designers were able to witness the organization's mission and outpouring of dedication reveal itself in real-time. The designers were given a deeper understanding into Chinese culture through this event, having the honor of experiencing traditional dances, live music, art, and a shadow puppet show. Performers were later honored in an awards show, providing insight into just how long-standing CCAI is and how much work members have dedicated as the organization has grown alongside them. After the conclusion of the show, designers had the opportunity to speak to founder

Chen-Yu Tsuei about their interest in assisting CCAI as well as the recent loss of the organization's building to the I-83 Capital Beltway Project. Following this loss and a failure to receive adequate compensation for this detriment to their organization, the CCAI is now in greater need of support to maintain the work they have been building for nearly twenty-five years. Designers also had the opportunity to speak briefly with Bill Hubler to touch base on the possibility of a meeting that same week.

Designers met virtually with CCAI's CEO and Board Chair Bill Hubler on September 12, 2024, to discuss potential works, which were later solidified via email. The projects confirmed are as follows:

- Two logos for two newly registered domains
 - Alison & Rosa will sketch
 - Alison will execute one logo
 - Rosa will execute one logo
- Revision of their current logo
 - Alison and Rosa will sketch
 - Both will execute
- Two brochures
 - Alison & Rosa will sketch
 - Rosa will execute one brochure
 - Alison will execute one brochure
- One marketing poster
 - Alison will sketch
 - Alison will execute
- One informational flyer
 - Rosa will sketch
 - Rosa will execute
- 30-page marketing book
 - Both designers will sketch and execute

These works will help reinforce CCAI's current identity and establish new ones as well as educate and inform the public about the events of the organization.

Two Logos:

CCAI has adopted two new domain names to identify with, *Asian Cultural and Arts Institute* and *Taiwan Cultural and Arts Institute*.

- They need two logos that embrace their new names. Honoring the guidance and wishes of CCAI for these new identities, the designers are also interested in researching and echoing the influence of Taiwanese folklore in the designs.
- The final designs when developed will be abstract/combination logos, remaining cohesive and being identifiable individually and together with the organization's main logo.

- The main goal is to have complex, yet simple designs that can be connected to Asian culture and ensure that the designs are not overly detailed so they can be applied to many purposes (screen printing, vinyl, etc.).

Revised Logo:

Currently, it is not the intention of the designers to completely redesign CCAI's logo. They plan to keep the circular shape, but revise the interior of the logo to simplify the small, intricate detailing to a graphic that can lend itself more easily to aforementioned printing purposes. The designers are looking to maintain the integrity of the current logo's concept, creating a new graphic that can still be identified as the figures in the design, but has enough contrast that it is not overwhelming to view.



Current logo

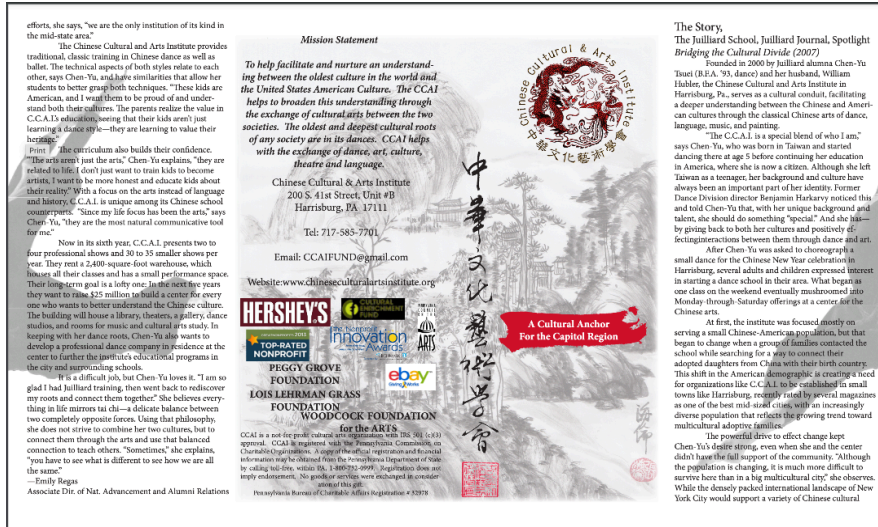
Two Brochures:

The first brochure will be about fundraising.

- The CCAI recently lost their building—their central meeting place for teaching classes, showcasing art, and holding practices—to PennDot.
- This brochure will inform the public about the causes and effects of this issue. The fundraising brochure will be used to help get funds for a new building.
- CCAI will provide the copy that is to be applied to the final highly-legible design in the aim to persuade people to donate.

The second brochure will be used next year for their 25th anniversary.

- This brochure will be used as an informational/celebratory brochure. It will recount the organization's accomplishments and remark on the continuation of its legacy.
- The designers would like to use a combination of illustrations and photography within the brochure.
- The overall feel should showcase a sense of nostalgia and happiness.

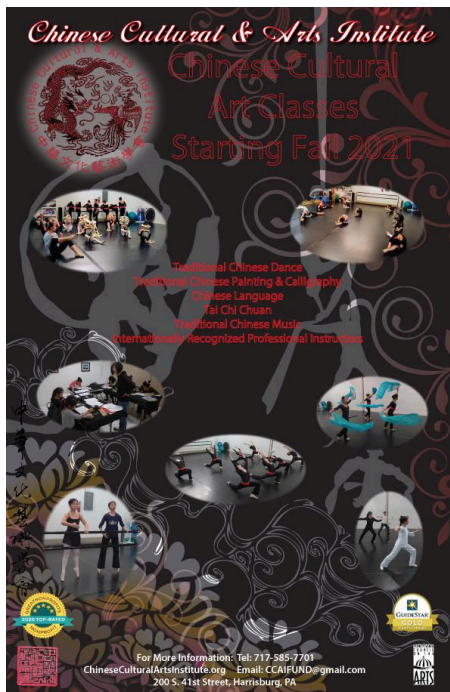


Example of general brochure

Marketing Poster:

The marketing poster will provide information to potential students of spring classes in 2025.

- The poster will showcase all of the classes available to potential students.
- The designers plan to use captivating photography and exciting typography to help grab the attention of others.
- The poster will be easily legible and will be used for print and web purposes



Past example of marketing flyer

Informational flyer:

This flyer will be used to inform the general public about the loss of the CCAI building and serve to make the public aware of the detriment of eminent domain.

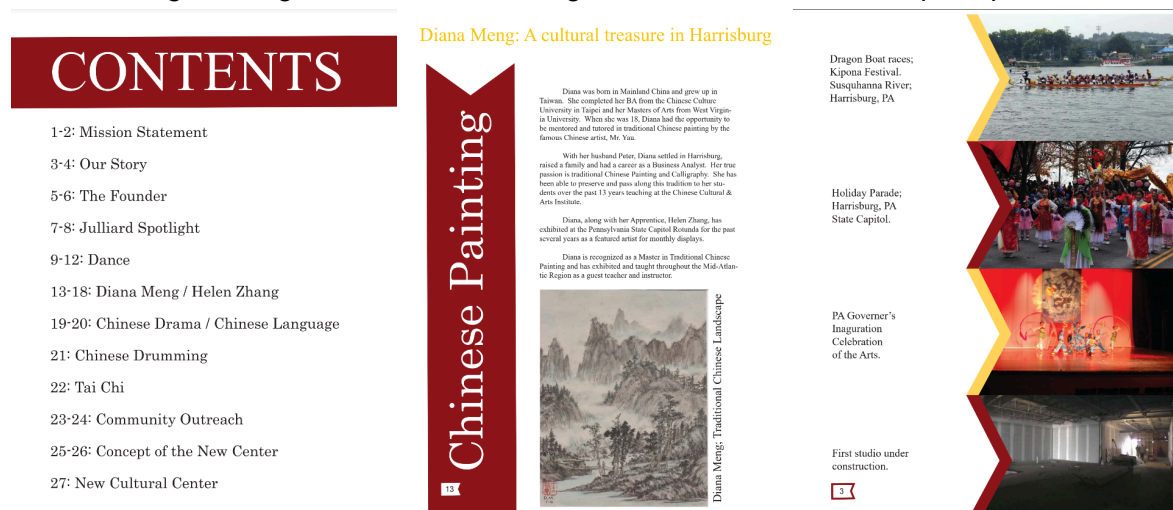
- This flyer should evoke an emotional response and entice viewers with a “call to action.”
- The flyer will have illustrations to complement the content within the flyer.
- The flyer will use expressive typography to highlight certain words and the call to action.

30-Page Marketing Book:

The marketing book will include the organization's mission statement, history, story of the founder, the institution's teachers, and photography.

- One of the main goals when designing the CCAI marketing book will be to have a clean and simplistic look as to not overcrowd content or distract from poignant imagery.
- The book will apply the heavy use of photography, making a primary goal of the designers to use typography in a way that balances with the photos.
- The designers will use the CCAI branding palette for the colors included throughout the book.

Both designers plan on working cohesively throughout the time of the pro-bono project. The designers will develop independent concepts as well as meet in person to work on sketches, brainstorm ideas, and work on rough drafts. Final designs will be a highly collaborative effort, yielding works of quality. The designers plan on working closely with the organization to ensure that the designs being created are a thorough consideration of CCAI's principles.



Pages from current marketing book.

INDEPENDENT FREELANCER/CONTRACTOR AGREEMENT

THIS INDEPENDENT FREELANCER/CONTRACTOR AGREEMENT (the "Agreement")
dated this _____ day of _____, 2024

BETWEEN:

Chinese Cultural & Arts Institute (CCAI)

Harrisburg, PA 17111
("The Client")

- AND -

Alison Brown and Rosa Felipe

1 HACC Dr, Harrisburg, PA 17110

(the "Contractor/Freelancer (Student Designers)").

BACKGROUND:

- A. The Client is of the opinion that the Contractor/Freelancer (Student Designers) has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor/Freelancer is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor/Freelancer (Student Designers)

(individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor/Freelancer (Student Designers) to provide the Client with services (the "Services") consisting of:

- Print and web design.
 - Two logos for two newly registered domains
 - Revision of their current logo
 - Two brochures
 - One marketing poster
 - One informational flyer
 - 30-page marketing book
- 2. The Services will also include any other tasks which the Parties may agree on. The Contractor/Freelancer (Student Designers) hereby agrees to provide such Services to the Client.

Term of Agreement

- 3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until November 25, 2024, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
- 4. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

Performance

- 5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

- 6. For the services rendered by the Contractor/Freelancer (Student Designers) as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor/Freelancer (Student Designers) as follows:

- This is a pro bono project. A payment of zero is agreed by all parties involved.

The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Confidentiality

7. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
8. The Contractor/Freelancer (Student Designers) agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor/Freelancer (Student Designers) has obtained, except as authorized by the Client. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.
9. All written and oral information and materials disclosed or provided by the Client to the Contractor/Freelancer (Student Designers) under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor/Freelancer (Student Designers).

Ownership of Materials and Intellectual Property

10. All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
11. The Contractor/Freelancer (Student Designers) may not use the Intellectual Property for any purpose other than that contracted for in this Agreement

except with the written consent of the Client. The Contractor/Freelancer (Student Designers) will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

12. The Student Designers are permitted to use works created for the Client for noncommercial, self-promotional use (i.e. portfolio, website, etc.) without additional grants of permission by the Client.

Return of Property

13. Upon the expiry or termination of this Agreement, the Contractor/Freelancer (Student Designers) will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

14. In providing the Services under this Agreement it is expressly agreed that the Contractor/Freelancer (Student Designers) is acting as an independent contractor and not as an employee. The Contractor/Freelancer (Student Designers) and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

15. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
 - Client: Chinese Cultural and Arts Institute
 - Harrisburg, PA
 - ccaifund@gmail.com
 - Contractor/Freelancer (Student Designers): Alison Brown and Rosa Felipe
 - 1 HACC Dr, Harrisburg, PA 17110
 - Email: aeb33787@hawkmall.hacc.edu
rmf40302@hawkmall.hacc.edu

or to such other address as any Party may from time to time notify the other.

2. Indemnification

16. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Additional Clause

17. All additional information must be written in this section.

Legal Expenses

18. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Modification of Agreement

19. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

20. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision. If necessary and agreed by all parties; arrangements and contracts will be made beyond the mentioned end date to add or further this project.

Assignment

21. The Contractor/Freelancer (Student Designers) will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

22. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

23. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

24. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

25. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

26. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under

this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Pennsylvania, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

27. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

28. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, 2024.

Client: Chinese Cultural and Arts
Institute

Contractor/Freelancer (Student
Designers): Alison Brown and Rosa
Felipe

Client Evaluation

1. Does the provided design work fulfill your needs?

2. How effectively did the designers communicate throughout the project?

3. Did the designers listen to your ideas and feedback?

4. Were you satisfied with the originality and creativity of the designs?

5. How well did the designers meet your project requirements and goals?

6. Would you say the designer's work reflected a strong understanding of your brand?

7. Is there anything else you'd like to share about your experience with the designers?

Pro Bono Project Timesheet
Alison Brown

Date	Event	Time Dedicated (hours)
08/27/2024	Initial outreach to local nonprofits	2.0
08/29/2024	Following up with nonprofits	0.25
09/04/2024	Client Research	1.0
09/06/2024	Pro Bono Client Reveal Presentation	2.0
09/07/2024	Pro Bono Client Reveal Presentation Zoom Meeting	1.5
09/08/2024	CCAI Autumn Gala	3.0
09/11/2024	Meeting Prep	0.5
09/12/2024	Google Meet meeting w/ CCAI	1.0
09/19/2024	Client Research, review of images/works shared	1.0
09/24/2024	Proposal draft	1.0
09/27/2024	Proposal revisions, rough sketches	3.0
09/28/2024	Finalizing proposal, contract, timesheet, client evaluation template	2.0