

dei

Ethics Document

Redesign

WEYERHAEUSER

11.02.2022



Who We Are

DEI Creative is a Seattle based, woman-owned branding and interactive firm. Our team specializes in brand thinking, brand identity, interactive, and print/package design across a wide range of industries.

We've helped companies across the Northwest and beyond discover and tell their stories since 1998.

Our Team

We're unique in that we're a team of all senior-level creatives. (No juniors or account managers here.) We've found that this structure results in a higher level of efficiency and quality of work. Our team is made up of:

Creative Directors

Strategists

Producers

Art Directors

Senior Designers

Senior Developers



ABOUT DEI



Our Approach

Brains before eyeballs.

Or, in other words, vision before visuals.

Our visual output is chameleonic; each project's aesthetic is determined by the needs of the client and their audiences.

One constant in our approach is always answering the “why” before the “what” — knowing that well-placed questions and conceptual strength are the foundation of any successful project.

Core Areas of Expertise

Brand Thinking

- Qualitative Research
 - Brand Strategy & Positioning
 - Naming
 - Brand Tone / Voice / Personality
 - Messaging
 - Campaign Strategy & Copy
-

Brand Identity

- Brand Design
 - Custom Typography
 - Brand System Architecture
 - Brand Guidelines
-

Print / Etc.

- Custom Illustration
 - Packaging
 - Print Collateral
 - Advertising (Print & Digital)
 - Environmental Graphics
 - Merchandise / Swag
-

Web / Interactive

- Architecture / Planning
- Content Strategy
- Interface & Interaction Design
- Responsive Development

Scope of Work

1. Ethics Document Redesign

Discovery + Kickoff

- Kickoff call with the project leads to discuss background information and project objectives, including brand guide and desired updates/deviations; mood/tone of the Weyerhaeuser brand and the ways it has been successfully conveyed in past deliverables; audiences for this document specifically

Design

- R1: Delivery of 2-3 styling options for initial client reaction. Styling options to vary choices such as typography, color, layout, and/or ornament within a sample of 2-3 pages standardized across the options. The goal here will be for the client to choose a preferred option, as well as provide feedback on specific elements of the design.
 - Scope assumes that this document will be designed in InDesign at letter size.
 - Scope assumes all copy will be provided in live-text format (i.e. INDD doc from past iteration provided with updated text, or a Word/similar doc).
 - Scope assumes that client will provide photography assets, and that all visual elements (typography, color, icons/illustrations) will be drawn from the Weyerhaeuser brand guide.
- R2: Following selection of a preferred R1 option, DEI will build out the complete ~35 page document in InDesign. This document will be inclusive of text/image layout and tables/flowcharts similar to: https://www.weyerhaeuser.com/application/files/4615/8214/0821/WY_2019_9th_Edition_Code_of_Ethics_English_INTERNET_FINAL-Jan_16_2020.pdf
- R3: Following client feedback on R2, DEI to deliver any design tweaks needed, and hand off the packaged native file to the client. The scope assumes that the client's in-house designer will finalize the document with any final wording tweaks as necessary.

DEI will bill Weyerhaeuser at the rate of \$200 per hour for the work. Fees exclude any sales and use taxes, which are Weyerhaeuser's responsibility. Expenses, if any, must be approved in advance by Weyerhaeuser and are in addition to the fees.

TOTAL ESTIMATED DEI FEE

DEPOSIT

TOTAL ESTIMATED HOURS

\$12,000 - \$15,000

50%

60-75

FEE SCHEDULE

DEI will invoice Weyerhaeuser for 50% of the total estimated fees, or \$7,500, upon signing this contract. DEI will invoice Weyerhaeuser for the balance of the total actual fees upon completion of the individual deliverables or the project as a whole. DEI may also decide to send progress invoices at key milestones for work completed to date (specifically on projects of a longer duration).

Fees for the project will not exceed the \$15,000 estimate without Weyerhaeuser's prior written approval (which may be by email). DEI will promptly notify Weyerhaeuser if it appears fees may exceed the estimate.

PAYMENT TERMS

All invoices are due 45 days after Weyerhaeuser's receipt of an accurate invoice. Weyerhaeuser may make payments electronically (e.g., ACH payments), and DEI will provide all information necessary to facilitate such electronic payments. A late payment charge of 1% per month may be applied to the unpaid balances on invoices more than 60 days overdue. DEI Creative reserves the right to put a project on hold if required payments are not made.

DEPOSITS

Deposits paid are non-refundable. Should the client change their mind or cancel a project after research, resources allocated or design work has commenced on a project, the initial deposit will not be returned to the client, unless specifically provided otherwise in this contract.

TIMELINE; WORK & SCHEDULE CHANGES

DEI expects R1 to take ~1-1.5 weeks from kickoff date; R2 to take ~2 weeks from receipt of complete, collated client feedback; and R3 to take ~2 days from receipt of feedback (assuming minor tweaks needed).

DEI Creative will charge \$200 per hour to complete deliverables or additional reviews that go beyond the scope of work. When a project goes outside of the scope of work the client will be notified with a Project Addendum form. This form will define the additional work required and the estimated associated cost. The client must approve this form for project work to continue. If the type or amount of work changes significantly in a project, DEI Creative reserves the right to re-bid the entire or deliverable or project.

In addition, DEI Creative may charge a 2% delay penalty on the total sum of contract for a significant shifting of schedule timing or start date caused by the client. Any shift in the schedule due to a delayed start or client changes may change the design schedule accordingly.

WEBSITE MAINTENANCE

If applicable, after the website has launched, DEI Creative will invoice the client at their hourly rate of \$200* for any and all maintenance work completed on the website per the client's request. Maintenance work may include but is not limited to the following:

- Content updates (imagery and copy)

- Browser optimization / troubleshooting
- Server or domain troubleshooting
- Website support
- WordPress and WordPress plugin updates

Upon the client's request, DEI Creative will provide an estimate for any requested website updates or maintenance work prior to proceeding with the work. Whether an estimate is provided or not, the client agrees to pay DEI Creative for all work rendered on the website.

*Hourly rate subject to change

EXPENSES

The vendor/supplier will invoice all expenses directly to the client unless otherwise noted or agreed upon. For expenses paid directly by DEI Creative, the client shall reimburse DEI Creative for all costs including sales taxes due.

- Stock Photography: Images sourced from stock image services of which DEI Creative pays a membership fee will be invoiced at a rate of \$20 per image. Images sourced from other stock image services will be invoiced at the price they are purchased for.
- Production: Unless otherwise agreed upon, DEI will assist in selecting materials best suited for each project and prepare the files for press accordingly. The selected printer may invoice the client directly.
- Copy: If a contract copywriter is hired, they will invoice the client directly.

CLIENT RESPONSIBILITIES

DEI Creative will design deliverables based on information provided by the client. DEI will make every reasonable effort to assure the accuracy of the material produced. It is important that all client-provided details be accurate and timely to prevent scope and schedule changes. It is the client's responsibility to gain usage rights and confirm accuracy of any client-provided content, copy, logos, trademarks, images, etc. Also, the client is responsible for any zoning permits needed for environmental marketing.

The work done in this project is done in partnership with DEI Creative and the client. Just as DEI commits to delivering on the determined schedule, the client will need to perform their duties on that same schedule, providing feedback and approval in a timely manner.

INDEMNIFICATION

The client shall defend and indemnify DEI Creative against all claims, damages, losses, and expenses, including attorneys' fees, arising from claims or allegations by a third party that DEI Creative's uses of text, illustration, photography, or other content provided to DEI Creative by the client infringes such third party's copyrights, trademarks, or other intellectual property rights. DEI Creative shall defend and indemnify Weyerhaeuser against all claims, damages, losses, and expenses, including attorneys' fees, arising from claims or allegations by a third party that the work provided by DEI Creative under this contract infringes such third party's copyrights, trademarks, or other intellectual property rights.

TRANSFER OF RIGHTS

With receipt of full payment, DEI Creative will transfer and assign all rights (including copyright) in and to all final designs to the client, not including any 3rd party, non-transferable software that DEI Creative has previously identified as such to the client.

INTELLECTUAL PROPERTY

Early in the design cycle DEI Creative will show concepts, comps, and visuals that are solely for the purpose of demonstrating an idea or message. The client does not receive legal title to o these items. The client will only be transferred rights of the single concept that is brought through to completion, as provided in the preceding section (Transfer of Rights).

ACCREDITATION/PROMOTION

Once the project has been completed, with Weyerhaeuser's prior written consent in each specific instance, DEI Creative may add the client's name and project to its website, and/or enter the work into design competitions, and/or show the completed project to other companies as a demonstration of previously completed work.

Where applicable and appropriate, we may decide to include a small credit in the footer of websites reading "Website by DEI Creative". When printing collateral, we will request a small number of printed samples for demonstrative purposes. Finally, with Weyerhaeuser's prior written consent in each specific instance, DEI Creative may photograph environmental projects that it has designed.

CONFIDENTIALITY/EXCLUSIVITY

DEI Creative will keep all client information confidential and share only what is needed to accomplish the objectives of this contract. DEI Creative will only use the client's information to perform this contract, and DEI Creative will exercise the same degree of care as it exercises for its own similar information, but not less than reasonable care, to prevent disclosure of client's information to any third party or unauthorized person.

The relationship between DEI Creative and the client is not exclusive. DEI reserves the right to work with a variety of clients on other projects, including similar projects. Weyerhaeuser may use the services of DEI Creative or any other service provider for this or other projects.

CONTRACT TERMINATION

Either party reserves the right to terminate this contract without cause at any time. Parties agree that:

(a) If Weyerhaeuser terminates this contract without cause, DEI Creative will be promptly compensated for services performed and/or associated costs, based on enclosed project scope, up until date of termination. Weyerhaeuser will pay DEI for all services completed through the date of termination and all reasonable costs incurred by DEI that are not cancelable. If such amount is less than the initial deposit, the balance of the deposit will be retained by DEI and not refunded to Weyerhaeuser.

(b) If DEI terminates this contract without cause, then all amounts previously paid by Weyerhaeuser under this contract will be promptly refunded to Weyerhaeuser, including the initial deposit.

EXPIRATION

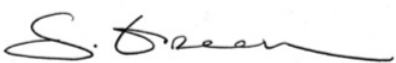
Prices quoted are valid 30 days from the date of proposal.

The following provisions will survive expiration or termination of this contract: Indemnification, Transfer of Rights, Intellectual Property, Accreditation/Promotion, and Confidentiality/Exclusivity.

AGREEMENT

DEI Creative agrees to provide all services listed under "Scope of Work" for the stated fees. Client agrees to pay all stated fees and expenses incurred during and related to the project in accordance with the terms of this contract.

The above is an agreement with both parties with understanding of all terms.



Sara Green, DEI Creative

Sara Green

Print Name

11.02.2022

Dated Signed

Weyerhaeuser NR Company

Print Name

Dated Signed

Invoicing Contact Name

Invoicing Contact Email & Phone