

Pro Bono Agreement Between  
**Air Academy Federal Credit Union**  
and  
**Students of Course MGD 165, "Adobe After Effects"**  
**Pikes Peak Community College**

THIS AGREEMENT made and entered into this 26<sup>h</sup> day of February in the year 2019 by and between Air Academy Federal Credit Union, hereinafter called AAFCU and Students of Course MGD 165, "After Effects", hereinafter called The Students, witnesseth:

1. Work to be completed by The Students will include designing the following:
  - 1.1. Creating promotional 4 part video series for Social Media and other digital platforms
2. In consideration of AAFCU's obligations hereunder, The Students:
  - 2.1. Agree to complete the above components for AAFCU marketing, including plugins, sample pages, posts and Galleries.
  - 2.2. Will make changes to interim versions to the above components as may be required by AAFCU and will perform review of the final versions to ensure that they meet both AAFCU and industry quality standards.
  - 2.3. Warrant that they will obtain the rights to all materials utilized and included at their discretion.
  - 2.4. Warrants that they will provide AAFCU with acceptable documentation on all required rights and permissions for the materials used (per The Students' discretion) on the above components.
  - 2.5. Agree to work with and consult with the AAFCU staff and other specialists, as AAFCU shall direct, provided such consultation does not obligate The Students beyond the scope of this agreement.
  - 2.6. Acknowledge that the work described herein is pro bono and grants to AAFCU its successors, and assigns exclusive rights to all new materials produced under this agreement, including graphics, video, and any authoring code or software developed for the exclusive use by AAFCU.
  - 2.7. Understands that this agreement covers activities for the duration of Spring Semester 2019, which extends from Jan 14, 2019 through May 5, 2019. The Students are not required to perform additional modifications or development to the site after May 5, 2019, except as mutually agreed to by AAFCU and The Students (See section 3.1).
3. In consideration of The Students' obligations hereunder, AAFCU:
  - 3.1. Shall not re-sell student work without express consent from the Students and Instructor. AAFCU agrees to reach a mutual agreement with the Student regarding any conditions of publication. If a mutual agreement cannot be reached, AAFCU will no longer pursue using the Student's work and shall have the right to choose another Student's work or no Student's work at all. If any designs are chosen, Student may request monetary compensation from AAFCU by way of a license agreement.

However, AAFCU may choose not to compensate Student for Student's work and if no mutual agreement is decided upon, AAFCU shall have the right to choose another Student's work or no Student's work at all.

- 3.2. Agrees to provide The Students access to the following media materials as requested by The Students:
    - 3.2.1. Existing graphic elements and resources that support the subject matter of the above components.
    - 3.2.2. Existing graphic and media elements that communicate AAFCU identity to include company logos, fonts, photos and audio.
  - 3.3. Agrees to provide final content as required to complete each of the components by its scheduled due date as specified in the project schedule, unless otherwise negotiated with The Students.
  - 3.4. Will meet to consult with The Students, and others as needed, to determine overall design and will provide complete and timely feedback to The Students as required.
  - 3.5. Agrees to notify The Students of significant changes as far in advance as possible (a minimum of twenty-four (24) hours in advance), and will document requested changes made of The Students via e-mail.
  - 3.6. Agrees that The Students will receive credit for their work on the above components, however final credit and grading will be at instructor's discretion.
  - 3.7. Agrees that The Students may include samples of the finished product in their promotional materials, provided that the samples are used only to represent the quality of The Students' work and are free of other copyright protection.
  - 3.8. Understands that this agreement covers activities for the duration of Spring Semester 2019, which extends from Jan 14, 2019 through May 5, 2019. The Students are not required to perform additional modifications or development to the site after May 5, 2019, except as mutually agreed to by AAFCU and The Students (See section 3.1).
4. All work under this agreement shall be subject to the following guidelines, constraints, and limits:

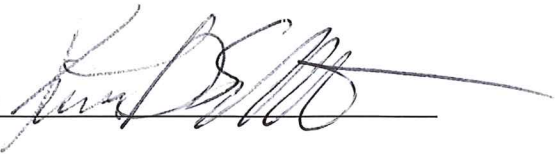
AAFCU understands and acknowledges that the work done under this agreement is pro-bono, accomplished for no exchange of funds between AAFCU and The Students unless agreed upon by AAFCU and the Students after the completion of the assignment which requires a separate agreement between the Students and AAFCU.
  5. This agreement shall be binding upon and inure to the benefit of the successors and assigns of The Students and the successors and assigns of AAFCU
  6. Nothing contained in this agreement shall be deemed to constitute the relationship between AAFCU and The Students as that of partners or joint ventures, nor principal and agent, nor employer and employee. AAFCU and The Students expressly agree their relationship is that of independent contractors.
  7. Any modification of this Agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each


party or an authorized representative of each party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

AAFCU

The Students

By 

By 

Kira Schubert  
Marketing Manager  
Air Academy Federal Credit Union

Peter Strand  
Instructor, MGD 165