

AGREEMENT OF UNDERSTANDING

THIS AGREEMENT OF UNDERSTANDING (the "Agreement") is made and entered into this ____ day of _____, 2002, by and between Novinity, Inc. ("NOV") and the City of Gahanna ("COG").

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Responsibilities of NOV. NOV agrees to be responsible for the creation and production of a 9" x 12" pocket folder outlined in Attachment I.

2. Responsibilities of COG. COG agrees to provide all necessary, copy, artwork and photographs to NOV at COG's expense.

3. Term. This Agreement shall begin this ____ day of _____, 2002, upon authorization from COG Council, and shall terminate upon completion of project, unless otherwise indicated herein.

4. Compensation. For the services outlined in Attachment I, COG will pay NOV a fee of not less than \$3,175 and not to exceed \$5,000, with final compensation being determined by a time-effort report to be delivered to COG by NOV upon completion of the project.

4. Termination. This Agreement may be terminated by either party upon sixty (60) days written notice of termination to the other party. Notice of termination shall be sent in writing and shall be deemed duly given if personally delivered or sent by United States Mail, registered or certified, return receipt requested, postage prepaid to the following persons:

a. If COG is terminating the Agreement, to:

Anthony L. Huey
President
Novinity, Inc.
523 Park Street
Columbus, Ohio 43215

b. If NOV is terminating the Agreement, to:

Jennifer D'Ambrosio
Deputy Director of Development
City of Gahanna
200 South Hamilton Road
Gahanna, Ohio 43230

EXHIBIT A

5. Equal Employment Opportunity. The parties agree that in the performance of work under this Agreement, the parties shall not by reason of race, color, religion, sex, sexual preference, age, handicap, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

6. Compliance with Federal and State Laws, Rules and Regulations. COG and NOV agree to comply with all federal and state laws, rules, regulations, and auditing standards which are applicable to the performance of this Agreement.

7. Confidentiality of Information. The parties agree that they shall not use any information, systems, or records made available to either party for any purpose other than to fulfill the obligations specified herein, unless required by law. The parties agree to be bound by the same standards of confidentiality that apply to the employees of either party and the State of Ohio. The terms of this section shall be included in any subcontracts executed by either party for work under this Agreement.

8. Partial Invalidity. A judicial or administrative finding, order, or decision that any part of this Agreement is illegal or invalid shall not invalidate the remainder of the Agreement.

9. Attachment. The parties agree that the Scope of Services that is Attachment I and attached to this contract shall be a part of this agreement and breach of the responsibilities as outlined in the Scope of Services shall be considered a breach of this agreement.

10. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

11. Entirety of Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

12. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the work contemplated hereunder. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

13. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

14. Indemnification. While it is understood that NOV will take all prudent care possible in the development of material to be issued, NOV cannot undertake to verify facts supplied to it by COG and COG therefore indemnifies Novinity for any damages, costs or expenses arising out of the release of such information.

IN WITNESS WHEREOF, the parties have executed this Agreement of Understanding, effective as of the day and year first above written.

NOV:

Novinity, Inc.

By: _____

Anthony L. Huey
President

Date: _____

COG:

City of Gahanna

By: _____

Date: _____

By: _____

Mayor

Date: _____

Approved as to Form

By: _____

Thomas L. Weber, City Attorney

Attachment I

Scope of Services

Project Overview

The City of Gahanna wishes to develop a cost-effective, yet visually appealing marketing piece, that will serve as a vehicle to distribute its newly created CD-ROM and general promotional materials to its target audiences, including; select City residents, current businesses, prospective businesses, community organizations and other Central Ohio organizations. In addition, the City wishes to develop a computerized word processing template that can be used to create and print promotional materials in-house that can be placed within the folder.

The piece will be designed as a 9" x 12" pocket folder that will include areas for the CD-ROM and a business card. The folder will consist of a cover, inside front cover, inside back cover and the back cover. Preliminary recommendations for content placement and design elements are as follows:*

Front Cover

Design — Photo montage that is bright, lively and highlights key City offerings.

Copy — City of Gahanna + City "tag" line (if one exists).

Inside Front Cover

Design — The CD-ROM will be placed in the center of the page (CD-ROM will be fastened to the page by a small wafer dot). The CD-ROM cover will be designed so that it incorporates the page's design, and when in place, looks like it is part of the page. The area under the CD-ROM will be similarly designed so that if the CD-ROM is removed, the page still looks the same. To be determined design elements (photos, colors, graphics, etc.) will be the background over which copy blocks are placed.

Copy — Copy blocks highlighting key City messages (to be determined) will be arranged on the page. Possible content could include: Message from the City Manager or Mayor; City Facts; Key City Offerings; City History; etc.

Inside Back Cover

Design — The back cover will contain a pocket in which promotional materials can be placed. An area for a business card will be placed at the bottom right hand corner of the pocket. The pocket will consist of the same design elements (colors, photos, graphics, etc.) as the Inside Front Cover.

Copy — Contact information will be placed under the area where the business card is to be located for two reasons. (1) If you elect not to place a business card in the folder, the recipient will still have information available to contact the City. (2) Once a business card is removed from the folder (to be put in a recipient's rolodex for example), contact information will still be available should they pass the folder on to someone else, or lose the business card.

Back Cover

Design — Continuation of the Front Cover Photo montage.

Copy — The City's Website address

Word Processing Template

Design — A template will be designed for Microsoft Word that can be used to create the promotional materials that will be housed within the folder. The template allows the City a cost-effective and flexible way to make changes/additions to its promotional materials. The design of the template will consist of the same "look and feel" as the folder so that consistency will be maintained. The template will be designed so that it can be printed on the City's high-quality color laser printer.

Copy — It is recommended that the City develop an initial suite of marketing "sell" sheets. Each sheet will consist of an individual topic. Of course, the template will be designed so that the City can add additional topics at anytime. Suggested sell sheets include: City History; City Facts-at-a-Glance; City Directory (who to contact about a multitude of issues); City Attractions/Happenings; Letter from the City Manager/Mayor; A suite of themed sheets such as: For Businesses. For Residents. For Kids: For Seniors. For Teens. Etc.

Deliverables & Timelines

The following tables summarize project activities, responsibilities and the timeframe for delivery.

Activity	Responsibility	Timing
Initial meeting/JPD session	NOV/COG	Beginning of week 1
Present Initial Concepts	NOV	End of week 1
Initial Concept Review/Approval	COG	End of week 1
Concept Revisions	NOV	Middle of week 2
Final Concept Review/Approval	COG	Middle of week 2
Delivery of Copy	COG	Middle of week 2
Delivery of Final Proof	NOV	Middle of week 3
Project Proof Review/Approval	COG	Middle of week 3
Proof Revisions	NOV	End of week 3
Final Proof Review/Approval	City	End of week 3
Send Files to Printer	NOV	End of week 3
Delivery of Printed Pieces	Printer	Middle of week 6

Important note: Please note that timely delivery of each of the above will be completely dependent upon COG's timely review, feedback and acceptance of each deliverable. In a project completion cycle of 6 weeks, even a day or two lost, at a critical juncture, can have a significant impact on the timely completion of the project.