

## WORK MADE FOR HIRE AGREEMENT

THIS WORK MADE FOR HIRE AGREEMENT AND COPYRIGHT ASSIGNMENT (“the Agreement”) made and effective as of the \_\_\_\_th day of \_\_\_\_\_, 2007 [INSERT DATE PROJECT BEGAN ALL RIGHTS RETROACTIVE TO THAT DATE] between \_\_\_\_\_ (“Foundation”); and \_\_\_\_\_ (together and collectively referred to as “Producer”).

WHEREAS, the Foundation is an educational and cultural non-profit organization whose mission is to educate the public concerning \_\_\_\_\_; and

WHEREAS, the Foundation’s activities, include, *inter alia*, the acquisition, cataloging, and creation of documentary films and distribution of such documentary films to the public for educational purposes; and

WHEREAS, Producer is engaged in the production of documentary films; and

WHEREAS, the Foundation desires to engage the services of Producer, working in conjunction with the Foundation, to create, produce, and deliver a documentary motion picture promoting the art of \_\_\_\_\_ (the “Film”).

NOW, THEREFORE, for good and valuable consideration as specified herein, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

### **1. Grant of Rights.**

(a) Works Made for Hire. The Film shall be a work made for hire within the meaning of the Copyright Act, 17 U.S.C. § 101 *et seq.*, owned by the Foundation from the moment of creation of any and all portions and elements.

(b) Assignment of All Rights. If for any reason the Film or any portion thereof is at any time deemed not to be a Work Made for Hire under the law, Producer hereby irrevocably, worldwide, and forever assigns all right, title, and interest in the Film and all contents thereof, including without limitation any digital formats or media now known or hereafter invented, to Foundation, without limitation as to format, media, uses, or territory worldwide for the full duration of copyright, including any extensions thereof that may be obtained under the laws now or hereafter in force and effect in the United States of America and any other country or countries, and including the right to prepare, license, or authorize derivative works or other versions. Producer’s assignment of copyright is made without reservation of any rights now known or arising hereafter.

(c) Sub-Contractors. In the event that Producer hires any sub-contractors, staff, or assistants in connection with the Film (the “Sub-Contractors”), all Sub-Contractors shall be required to sign two copies of the Work Made for Hire form agreement attached hereto as

Schedule A, and Producer shall deliver all Work Made for Hire agreements with Sub-Contractors to Foundation for countersignature prior to any Sub-Contractor commencing work on the Film.

## **2. The Film.**

(a) Format and Standards. The Film shall be a first-class documentary production in the English language of approximately \_\_ minutes duration, in a production style, technical format, and duration suitable for theatrical and television exhibition as is customary in the documentary film format, including photography in \_\_\_\_\_ format [specify high def video or whatever format he is using for principal photography].

(b) Archival Footage, Interviews, and Licensed Elements. Producer will work in conjunction with Foundation to mutually agree upon all archival footage, interviews, and elements licensed from third parties for incorporation into the final edit of the Film, such that releases, licenses, and permissions from third parties that may be required can be obtained in the name of the Foundation. In the case of persons interviewed by Producer for the Film or who appear in the Film, Producer shall obtain a release substantially similar in form and content to the Release in Schedule B attached hereto.

## **3. Delivery.**

(a) First Working Draft. Producer shall deliver to Foundation a first version of the complete Film no later than [DATE] (the "Rough Cut").

(b) Final Delivery Copy. Producer shall deliver the final delivery copy of the completed and approved Film to Foundation, in mutually agreed upon technical formats including high definition DVD or other digital master copies, no later than [DATE] (the "Final Delivery Copy").

(c) Revisions. Foundation at its sole discretion may instruct Producer to create one set of revisions to the Rough Cut and the Final Delivery Copy at mutually agreed upon delivery times.

(d) Materials. All materials created by Producer pursuant to this Agreement, including drafts, sketches, notes, digital files, and the Final Delivery Copy (collectively referred to as the "Materials"). shall be the property of Foundation and shall be delivered to Foundation upon request. All rights conveyed to Foundation herein vest and exist as of the moment of creation of any Materials.

(e) Delivery Method. Delivery may be by any mutually agreed-upon method, including hand delivery or overnight courier. Delivery shall be complete upon receipt by Foundation.

(f) Progress Reports. Producer shall keep Foundation reasonably apprised of Producer's progress on the Film by mutually agreed-upon communication methods.

## **4. Foundation Approval.**

(a) Foundation shall have sole discretion to approve, accept, reject or revise any and all Materials submitted by Producer, and to request further revisions, changes, or alterations.

(b) Foundation shall have the sole discretion whether to use or not use or publish any or all of the Film. Nothing in this Agreement obligates Foundation to print, publish, license, or otherwise exploit the Film.

## **5. Consideration.**

(a) Expenses and Fees. In full consideration for this Agreement and all rights conveyed herein, Foundation agrees to reimburse Producer for pre-approved, mutually agreed upon and reasonable expenses for the Film (the "Expenses"), as stated and agreed upon in the Film budget as described below, payable to Producer within thirty (30) days of Foundation's receipt of invoices and/or receipts for such Expenses.

(b) Approved Budget. Producer shall submit to Foundation a detailed budget for the Film, attached hereto as Schedule C, which Foundation shall at its sole discretion approve in writing (the "Approved Budget"). Unless the Parties mutually agree in writing on any other provision for reimbursement, the Approved Budget shall constitute Foundation's pre-approval of reimbursement to Producer. In the event that Producer informs Foundation that any budget item requires more expenditure than has been pre-approved (the "Additional Expense"), then Producer must seek and obtain Foundation's written approval for the Additional Expense, otherwise Producer shall be solely responsible for any Additional Expense.

(c) Full Consideration. No further payments or royalties of any kind shall be due or payable to Producer by Foundation, it being the mutual intent of the Parties that the above Consideration shall be payment in full without limitation or reservation. Foundation shall have the sole right to receive and retain any income in connection with the Film worldwide.

(d) No Security Interest. In the course of incurring any Expenses for the Film, including by way of example any equipment or services rentals, Producer shall not grant or assign any security interest or other interest in the Film to any third party, and Producer shall submit to Foundation for pre-approval any agreements with third parties that Producer proposes in connection with the Film.

(e) Payment Method. Payment shall be made by check payable to PRODUCER within thirty (30) days of receipt by Foundation of a detailed invoice from Producer, including copies and accounting for all Expenses that make up any part of the Approved Budget.

**6. Production Schedule.** Prior to starting production, the Producer shall submit a production schedule to the Foundation for approval, as described in Schedule D (the "Production Schedule").

**7. Credits.** Credits for the Film shall be subject to pre-approval by Foundation, and shall be as listed on Schedule E attached hereto (the "Credits"). Any proposed changes to the credits must be pre-approved by Foundation.

**8. Copyright.** Foundation shall have the sole right, but not the obligation, to register the Film with the United States Copyright office in the name of Foundation as sole owner of a work made for hire. Producer shall not file any copyright registrations. All Final Delivery Copies of the Film shall include the following copyright notice in the customary position with the end credits:

**Copyright 2007 by [FOUNDATION]  
All rights reserved throughout the world  
No part of this production may be reproduced or transmitted in any media without  
permission of [FOUNDATION]**

**9. Right of Publicity and Promotion.** Producer hereby grants Foundation the right but not the obligation throughout the world to use Producer's name, image, and persona in connection with advertising of the Film or any future works based upon the Film. Producer hereby expressly and irrevocably waives all so-called "moral rights" or "droit moral" rights and any similar or analogous rights under the applicable laws of any country in the world. Submission of the Film to film festivals and to award-giving organizations shall be by mutual agreement whenever possible, however Foundation reserves the right as sole owner of the Film to promote the Film at its sole discretion.

**10. Notices and Delivery.**

(a) Notices to Producer will be made to:

\_\_\_\_\_

(b) Delivery to Foundation of the Film, including pre-approved requests for reimbursement of Expenses, and any Rough Cut, Final Delivery Copy, or any other iteration of the Film, as well as any notices, will be made to:

\_\_\_\_\_

**11. Default and Termination.**

(a) In the event Producer does not timely make any Delivery required herein, Foundation may at its sole discretion either terminate this Agreement without any further obligation to make any payments to Producer (the "Termination"), or give Producer a mutually agreed upon extension of time to make the required Delivery (the "Delivery Extension").

(b) In the event of Termination, Producer must immediately deliver to Foundation all materials related to the Film, and providing that Delivery has taken place, Producer may retain any monies previously received. Should Producer fail to deliver any Materials within ten (10) days of Termination, then Producer must remit and refund to Foundation any and all Expenses monies previously paid by Foundation. Producer acknowledges that Foundation's copyright ownership of all Materials created prior to Termination remains in full force and effect in the event of Termination.