WORK-FOR-HIRE ACKNOWLEDGEMENT AGREEMENT

THIS AGREEMENT is made and entered into the 03 day of March, 2014 (hereinafter the "EFFECTIVE DATE"), by and between the University of New Orleans ("UNIVERSITY"), located at 2000 Lakeshore Drive, New Orleans, LA 70148, and all of the collaborators (hereinafter referred to as the "COLLABORATORS") in the short film "BROKEDOWN PARADISE" (hereinafter referred to as the "SHORT FILM").

WITNESSETH:

WHEREAS, the UNIVERSITY's Film School Spring 2013 Film project is for the class to go through the entire production process from completed script through principal photography. The script was written by UNO artist in residence, Erik Hansen, who has granted the UNIVERSITY the perpetually dedicated and exclusive Right to produce a SHORT FILM based upon the script (GRANT OF RIGHTS TO COPYRIGHTED IP signed the 03 day of March, 2014).

Therefore it shall be agreed that this SHORT FILM will be treated as if it was prepared for the UNIVERSITY as a "Work-For-Hire" by the following collaborators who could have qualified as co-owners of the SHORT FILM under federal copyright law.

WHEREAS, the UNIVERSITY is the primary financer of the Film School Spring 2013 Film Project, the production of the Project will use Equipment and Facilities of the UNIVERSITY. Therefore, the COLLABORATORS agree that the title to all Copyrights for the SHORT FILM shall be vested to the UNIVERSITY. The UNIVERSITY shall assume full responsibility of all Agreements in section 7.2 of this document as the owner of the SHORT FILM's copyright.

The COLLABORATORS:

WHEREAS, UNO artist in residence Erik Hansen (AUTHOR) is author of the script for the SHORT FILM.

WHEREAS, UNO assistant professor Laura J. Medina (PRODUCER), a professional Director and a member of the Directors Guild of America, will be the Producer and Director of the SHORT FILM under the Terms of the Directors Guild of America, Inc. as contained in their EXPERIMENTAL PROJECT AGREEMENT.

NOW, THEREFORE, UNIVERSITY and the COLLABORATORS for and in consideration of the mutual covenants and the premises herein contained, the parties, intending to be legally bound, hereby agree as follows:

1. WORK-FOR-HIRE DOCTRINE

1.1 The COLLABORATORS individually and mutually agreed that this SHORT FILM will be treated as a "Work-For-Hire".

1.2 The COLLABORATORS individually and mutually understand and agreed to this Doctrine applying even if no money is exchanged.
2. TRANSFER OF OWNERSHIP OF THE SHORT FILM

2.1 That the ownership rights of the SHORT FILM remain with the UNIVERSITY, as a “Work-For-Hire”. If this SHORT FILM, covered by this agreement is found by any court, not to be a “Work-For-Hire” then the COLLABORATORS individually and mutually, hereby voluntarily transfer in whole their ownership of the SHORT FILM to the UNIVERSITY. Any royalty or income from the SHORT FILM received by the UNIVERSITY shall be split equally between the COLLABORATORS or to their Estates or Heirs according to Distribution of Royalty Income section.

3. TERMINATION OF RIGHTS FOR THE SHORT FILM

3.1 If this SHORT FILM, covered by this agreement is found by any court, not to be a “Work-For-Hire” then the COLLABORATORS by voluntarily transferring in whole their ownership of the SHORT FILM to the UNIVERSITY in section 2.1, also in perpetually give up the right of termination.

4. DISTRIBUTION OF ROYALTY INCOME

4.1 Should the SHORT FILM produce income, the following shall be the distribution of that income.

4.2 The UNIVERSITY and the COLLABORATORS shall split income:

a. The income shall first go to recovering the Ten Thousand dollar investment in the production costs of the SHORT FILM and any costs from agreements under Article 7.2 parts c, d, e, f and g.

b. Once the production costs are recovered, the remaining (net) income division is:

1) UNIVERSITY shall receive, Fifty percent (50%) of the net income.

2) The AUTHOR and PRODUCER as collaborators in the SHORT FILM, shall split, Fifty percent (50%) of the net income as agreed to in the Agreement Concerning Division of Distributable Royalties, of March 03, 2014 document. The AUTHOR and PRODUCER, their Estates and/or heirs shall provide to the UNIVERSITY’s Office of Technology Management and Commercialization contact information on bi-annual bases.

5. SEVERABILITY

5.1 If any provision of this agreement shall be held to be invalid, illegal or unenforceable, the validity, illegality or unenforceability of the remaining provisions shall not in any way be affected or impaired.

5.2 If any provision of this agreement is found to be in contradiction of Screen Actors Guild – American Federation of Television and Radio Artists Short Film Agreement and or Directors Guild of America, Inc. terms contained in their EXPERIMENTAL PROJECT AGREEMENT, then that provision shall be modified to the extent necessary to comply
by a written instrument duly executed by the COLLABORATORS and the UNIVERSITY.

6. GOVERNING LAW

6.1 This agreement shall be construed in accordance with the laws of the State of Louisiana, U.S.A.

7. ENTIRE AGREEMENT

7.1 This agreement and referenced documents are the complete and exclusive statement between the parties relating to the subject matter hereof, and supersedes all prior understandings, communications, or representations, either oral or written, between the parties. This agreement may not be modified or altered except by a written instrument duly executed by COLLABORATORS and UNIVERSITY.

7.2 Reference Documents:

a) Collaboration Agreement of Oct. 13, 2013 between Erik Hansen (WRITER) and Laura J. Medina (PRODUCER)

b) AGREEMENT CONCERNING DIVISION OF DISTRIBUTABLE ROYALTIES, of March 03, 2014 between Erik Hansen and Laura J. Medina

c) GRANT OF RIGHTS TO COPYRIGHTED IP signed the 03 day of March, 2014, between University of New Orleans and Erik Hansen.

d) Directors Guild of America, Inc. terms contained in their EXPERIMENTAL PROJECT AGREEMENT

e) SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS EMPLOYMENT OF DAY PERFORMER FOR SHORT FILM AGREEMENT –
   1) Application Package
   2) Payroll
   3) Five cast member’s agreements

f) “BROKEDOWN PARADISE” CREW DEAL MEMO

g) Copyright Registration “BROKEDOWN PARADISE” Number: PAu 3-672-533 April 9, 2013

h) Estimate of Allocation of Cash and other Resources – FTCA Spring Film Production

i) Composer - License Agreement “B Rose & Laura J. Medina”

j) Original Music - License Agreement “Bosworth & Laura J. Medina”
8. SECTION HEADINGS

8.1 Section headings have been inserted herein for convenience of reference only and shall in no way modify or restrict any of the terms or provisions of this agreement.

9. ASSIGNMENT

9.1 COLLABORATORS may not assign this agreement without the prior written consent of the UNIVERSITY.

10. SUCCESSORS AND ASSIGNS

10.1 This agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but nothing contained herein shall be deemed to permit assignment by either party except as otherwise permitted in this agreement.

11. INTERPRETATION

11.1 In the interpretation of this agreement, words imparting the singular or plural number shall be deemed to impart the plural and singular number respectively, words denoting gender shall include all genders and references to persons shall include corporations or other bodies and vice versa.

IN WITNESS WHEREOF, the parties hereto have set their hands and duly executed this agreement effective as of the EFFECTIVE DATE written above.

Short Film Script by

Signature: 
Date: 
Erik Hansen, artist in residence

Producer/Director

Signature: 
Date: 
Laura J. Medina, assistant professor

University Of New Orleans

Signature: 
Date: 
Kenneth Sewell, Vice President for Research and Economic Development