



PSA CONTEST WINNER FILMMAKER AGREEMENT

This Public Service Announcement (“PSA”) Filmmaker Agreement (“Agreement”) is entered into as of _____ (“Effective Date”), by and between The Creative Coalition (“TCC”), with offices at 280 Park Avenue, 7th Floor, New York, NY 10010, and _____ (“Filmmaker”), with an address at _____, individually referred to as a “party” and collectively referred to as the “parties,” with respect to “Your Voice Carries Weight” PSA contest (“Contest”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. MATERIAL AND FILM

- A. As used in this Agreement, “Material” shall mean collectively all of the following: any and all materials submitted by Filmmaker in connection with the Contest, including without limitation, the PSA, script, and any and all other writings, notes, films, recordings, footage, images, photographs, marks and other materials based on or related to the PSA submitted by Filmmaker in connection with the Contest, and any and all plots, themes, titles, ideas, characters, characterizations, artwork, visual images, costumes, and music contained in any of the foregoing, and all translations and versions of any of the foregoing, together with all copyrights and renewals and extensions of copyright thereto, and all other rights and interests pertaining thereto.
- B. As used in this Agreement, “Film” shall mean the PSA with a running time of either :30 or :60 seconds [including titles and credits] produced and submitted by the Filmmaker.

II. CONDITIONS PRECEDENT

TCC’s obligations hereunder are subject in all respects to satisfaction of the following conditions precedent (“Conditions Precedent”):

- A. receipt by TCC of a copy of this Agreement signed by Filmmaker;
- B. verification that Filmmaker has complied in all respects with the official rules for the Contest (“Official Rules”), including, without limitation, eligibility requirements;
- C. receipt by TCC of a completed W-9 form(s) in connection with the Grant Distribution pursuant to section III below;

Additionally, all of TCC's obligations hereunder, including, without limitation, any obligations to Filmmaker are conditioned upon and subject to the preservation of the Tax Exempt Status and satisfaction of the Charitable Purpose¹.

III. GRANT DISTRIBUTION

TCC shall provide a Grant ("Grant") to the Filmmaker in the amount of \$_____ in recognition of being chosen the _____ place submission. All grants shall be paid within 30 days after the Conditions Precedent in section II above are satisfied.

IV. RIGHTS

- A. **Grant of Rights.** Filmmaker hereby irrevocably sells, assigns and otherwise transfers to TCC, exclusively and forever, all right, title, and interest in and to the Material, including without limitation, the copyright and all motion picture, allied, ancillary and subsidiary rights therein and thereto, whether now known or hereafter devised. Without limiting the foregoing, the rights granted to TCC hereunder include, but are not limited to, the right to do any acts or things necessary to protect the rights granted hereunder, including without limitation, the exclusive right to register the copyright in the Material in its name as owner thereof, and to institute any actions for such purpose whether heretofore or hereafter accruing in the name of Filmmaker and/or TCC. TCC shall have the exclusive right to exercise all rights associated with the Material, including, without limitation, theatrical, non-theatrical, all forms of television and audio-visual devices, remake, spin-off (live or animated), prequel and sequel motion picture rights, music publishing, soundtrack, live stage rights, all radio rights, publishing rights, products and merchandising rights, advertising, publicity and promotion rights, interactive multimedia and video game rights, internet rights, print, graphic and electronic publication rights, including all digitized versions whether for linear viewing or not, whether now known or hereinafter created throughout the universe in perpetuity.
- B. **TCC Sole and Exclusive Owner.** Filmmaker acknowledges and agrees that TCC shall be considered at all stages of completion, the sole and exclusive owner of all rights of every kind and nature throughout the universe and in perpetuity in and to all results and proceeds of every kind of writing, directing, producing or other services heretofore and hereafter rendered by Filmmaker in connection with the Material, the Film and/or the Contest, including, without limitation, all ideas, suggestions, themes, plots, stories, characterizations, dialogue, titles and other material, whether in writing or not in writing, at any time heretofore or hereafter created or contributed by Filmmaker which in any way relate to the Film and/or to the material on which the Film will be based, and of the entire copyright and of all rights, title and interest therein (collectively, the "Results & Proceeds"). All services and work hereunder shall be rendered as "work made for hire" for TCC within the meaning of the United States Copyright Act and as

¹ TCC is the premier nonprofit, nonpartisan social advocacy organization of the arts and entertainment community, and is dedicated to educating its members on issues of public importance. TCC is a nonprofit organization ("Tax Exempt Status") described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"), organized and operated for the charitable purpose of educating leaders in the arts community on issues of public importance ("Charitable Purpose"). TCC is interested in advancing its Charitable Purpose by reaching persons and communities throughout the world through the development and exploitation of the Work, which development and exploitation will satisfy objectives of TCC.

specifically commissioned by TCC as part of an audiovisual work. At all stages of development, the Film shall be and remain the sole and exclusive property of TCC. At TCC's sole, absolute and unfettered discretion, TCC may make any changes in, deletions from, or additions to the Material and Film. If for any reason the Results & Proceeds are determined at any time not to be a "work made for hire", Filmmaker hereby exclusively and irrevocably transfers and assigns to TCC all right, title and interest to the Results & Proceeds, including without limitation all rights under copyright or otherwise, as well as all renewals and extensions thereto, in perpetuity for use in any medium now known or hereafter devised throughout the universe. The rights granted hereunder shall include without limitation all copyrights, neighboring rights, trademarks and any and all other ownership and exploitation rights in the Results & Proceeds, whether or not copyrightable, now or hereafter recognized in any and all territories and jurisdictions, including, by way of illustration, production, reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public, and the right to exploit the Results & Proceeds throughout the universe in perpetuity in all media, markets and languages and in any manner now known or hereafter devised with the continuing right to further license or assign the copyright and any of the other rights granted to TCC in this Agreement in whole or in part to any person or entity. TCC shall have the exclusive right to register the copyright in the Results & Proceeds in its name as author and owner thereof.

- C. **Rental and Lending Rights.** Filmmaker acknowledges that the consideration under this Agreement includes adequate and equitable remuneration for the Rental and Lending Rights (as defined below) and to the fullest extent permitted by applicable law, constitutes a complete worldwide buy-out of all Rental and Lending Rights, in perpetuity. Filmmaker hereby irrevocably grants to TCC throughout the world in perpetuity, the right to collect and retain for TCC's own account all amounts payable to Filmmaker in respect of Rental and Lending Rights and irrevocably directs any collecting societies or other persons or entities receiving such amounts to pay them to TCC. "Rental and Lending Rights" means all rights of Filmmaker to authorize, prohibit, control or receive money from the rental, lending, fixation, reproduction or other exploitation of the Material, Results & Proceeds of Filmmaker's services, or any motion short film, documentary, program or other production based thereon, by any media or means now known or hereafter devised as may be conferred upon Filmmaker under applicable laws, regulations or directives, in any jurisdiction throughout the world, including any so-called rental and lending rights pursuant to the European Union directives or enabling or implementing legislation, laws or regulations enacted by member nations of the European Union.
- D. **Moral Rights.** Filmmaker waives any so-called "moral rights" of authors and TCC shall have the right in TCC's sole discretion to add to, subtract from, rearrange, edit, and change the Material and Results & Proceeds hereunder, including, without limitation, by commissioning and/or producing any sequels, prequels, remake, and/or television series (including any so-called "mini-series" or "movie of the week"); by character adaptations and/or other rights related to any characters, situations or plots; and/or by any and all other means now known or hereafter devised, including without limitation, the exploitation of any and all allied, ancillary and subsidiary rights.
- E. **Unlimited Exploitation Right.** TCC shall have the unlimited right to use, exploit, advertise, merchandise and exhibit any motion short film, documentary or other work of any nature based on or contained in the Work (defined below) and elements thereof and all rights therein

(including, but not limited to, the right to make sequels, remakes, computer and/or interactive software, video games, and other works based on the Work, and/or any motion short film based on the Work) in any manner and in all media, whether now known or hereafter devised, throughout the world, in perpetuity, in all languages, as TCC, in its sole discretion shall determine, without any payment to Filmmaker whatsoever.

The rights set forth in Sections IV(a), IV(b), IV(c), IV(d) and IV(e) above shall collectively be referred to herein as the "Rights". The Material and Results & Proceeds shall collectively be referred to herein as the "Work".

V. CREDIT.

Provided that Filmmaker is not in breach or default of this Agreement and subject to Filmmaker's full performance of all services and obligations hereunder and subject to any applicable collective bargaining agreements, TCC shall accord Filmmaker a "Film By" credit. No casual or inadvertent failure by TCC to comply with the credit line set forth above, nor any failure by third parties to so comply, shall constitute a breach of this Agreement. Except as expressly provided herein, all aspects of Filmmaker's credit shall be determined by TCC in its sole discretion.

VI. NO OBLIGATION

Nothing contained in this Agreement shall be deemed to require TCC to produce or exploit the Film or the Material, or any part thereof, in connection with the Contest, the Your Voice Carries Weight initiative or otherwise.

VII. RELEASE AND INDEMNITY

Filmmaker agrees to release and discharge TCC and Novo Nordisk, Inc. and their respective parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, agents and representatives (collectively the "Released Parties") from any and all claims, demands or causes of action that Filmmaker may now have or may hereafter have (including, without limitation, for libel, defamation, invasion of privacy or right of privacy, infringement of copyright, unauthorized use of name and likeness or infliction of emotional distress or violation of any other right) arising out of or relating to the Film, the Contest, the utilization of the Work and/or Rights as set forth herein or based upon any failure or omission to produce the Film or to make use of the Work and/or Rights. Filmmaker agrees to indemnify and hold the Released Parties harmless from and against all liability, damages, penalties, losses or expenses, including reasonable attorneys' fees, which may be suffered, incurred or assumed by the Released Parties by reason of a breach or alleged breach of any of Filmmaker's representations, warranties, covenants or agreements set forth in this Agreement.

VIII. NAME AND LIKENESS

The Released Parties shall have the irrevocable right, throughout the universe, in perpetuity, and in all media, to use and reproduce, and to license others to use and reproduce Filmmaker's name, voice, performance, image, photographs, likeness, statements and biography (collectively, "Name & Likeness") in connection with the production, exhibition, advertising, promotion, and/or other exploitation of the Work, the Film, the Contest and any productions and other exploitation of the

Rights hereunder, and/or allied, ancillary and/or subsidiary rights of any nature relating thereto, in any and all media, whether now known or hereafter devised, (including, without limitation, in connection with interviews, features, promotional films, and so-called “behind the scenes” programming).

IX. PUBLICITY SERVICES

Filmmaker shall render such services as TCC may desire in connection with the publicity and promotion of the Film (collectively “Publicity Services”), each without compensation. The Publicity Services to be rendered by Filmmaker may include, without limitation, the following Publicity Services as and to the extent requested by TCC: (i) participating in behind-the-scenes filming to create “making-of” films, (ii) participating in publicity, media interviews, photo shoots or other events promoting the Film and/or the Contest, and (iii) attending the special screening of the final version of the Film at a location and date/time to be determined by TCC.

X. ADDITIONAL DOCUMENTS

Filmmaker shall execute the certificate of engagement attached hereto as Exhibit “A” and incorporated herein by reference (the “Certificate of Engagement”), simultaneously with Filmmaker’s execution of this Agreement. Filmmaker shall cause any third parties rendering services on the Film to sign a Certificate of Engagement in the form attached hereto as Exhibit “A”. Filmmaker agrees to execute, acknowledge and deliver to TCC and to procure the execution, acknowledgment and delivery to TCC of any additional documents or instruments that TCC may require to fully effectuate and carry out the intent and purposes of this Agreement. If Filmmaker fails to execute, acknowledge or deliver to TCC any agreements, assignments or other instruments to be executed, acknowledged and delivered by Filmmaker hereunder within three (3) business days following request therefor, then TCC is hereby irrevocably appointed as Filmmaker’s attorney-in-fact with full right, power, and authority to execute, acknowledge and deliver the same in the name of and on behalf of Filmmaker, and Filmmaker acknowledges that the authority and agency given TCC is a power coupled with an interest and is irrevocable.

XI. APPROVAL AND CONTROLS

TCC shall have all approvals and controls with respect to the Work and the Film.

XII. COMMITMENT TO OTHERS

Filmmaker shall not have any right or authority to and shall not employ any person in any capacity, nor contract for the purchase or rental of any article or material, nor make any commitment, agreement or obligation, whereby TCC shall be required to pay any monies or other consideration without TCC’s prior written consent in each instance.

XIII. CONFIDENTIALITY

Filmmaker shall not, at any time while working with TCC, or after termination or expiration of this Agreement, disclose to any third party, or use for the benefit or profit of itself or any third party, any sensitive or otherwise confidential business information, idea, proposal, or any proprietary information obtained in the course of the Contest or relating to the Material and/or information regarding TCC, Novo Nordisk, Inc., or their parents, affiliates, subsidiaries or any of their employees,

agents, officers, directors, representatives, agents or assigns. The terms of this Agreement are strictly confidential and Filmmaker shall not participate in any interview or authorize any publicity relating to the Contest, Material or Filmmaker's services in connection with the Film, if any, without TCC's prior written approval in each instance. Exclusions are provided for (i) attorneys and business representatives on a need-to-know basis, and (ii) to the extent disclosure is required pursuant to court order or applicable laws or regulations.

XIV. SUSPENSION AND TERMINATION

- A. TCC may postpone the commencement of or suspend the operation of this Agreement with respect to the rendition of services by Filmmaker for any reason whatsoever.
- B. TCC shall have the right to terminate this Agreement at any time during the Term in its sole discretion and without legal justification by providing the Filmmaker with five (5) days' written notice. TCC shall have no further obligations to Filmmaker with respect to the Film or the Contest.
- C. Neither the expiration nor the termination of this Agreement shall affect TCC's right, title and interest in and to the Work and the Rights. TCC shall not be deemed to have waived any other rights it may have or alter TCC's rights or any of Filmmaker's agreements or warranties in connection with the rendition of Filmmaker's services prior to termination.

XV. FILMMAKER WARRANTIES AND REPRESENTATIONS.

Filmmaker warrants and represents as follows:

- A. Filmmaker has the full right, power, legal capacity and authority to enter into and perform this Agreement and is the sole owner and creator of the Work;
- B. Filmmaker's entry/submission to the Contest complies with the official rules of the Contest as set forth on www.TheCreativeCoalition.org.org/Weight (the "Official Rules"), including without limitation, all eligibility requirements;
- C. Filmmaker has not entered into or will enter into any agreement of any kind that will interfere in any way with the complete performance of this agreement;
- D. Filmmaker is not a member of any guild or union, including without limitation, the Writers Guild of America or Directors Guild of America, that may have or will have jurisdiction over the Material and Filmmaker agrees that this Agreement is not subject to any guild or union;
- E. Filmmaker warrants and represents that the Work shall be wholly original with the Filmmaker, except as to matters within the public domain and except as to material inserted by Filmmaker pursuant to specific instructions of TCC, and does not and shall not infringe upon or violate the right of privacy of, or constitute defamation of, or violate or infringe any patent, copyright, trademark or any common law rights or any other rights of any person or entity;
- F. Filmmaker has not previously granted, assigned, mortgaged or hypothecated, nor will Filmmaker grant, assign, mortgage or hypothecate any right, title or interest in or to the Work or any part

thereof to any person or entity (other than to TCC as set forth herein). Filmmaker has the full and sole right and authority to sell and assign all right, title and interest in the Work to TCC;

- G. There is no pending litigation, action, claim, lien or encumbrance pending or threatened in relation to the Material or any other material created, added, interpolated, and/or submitted by Filmmaker to TCC or for the Contest.

XVI. MISCELLANEOUS

- A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding the conflict of law rules thereof, and each of the parties hereto hereby consents to the jurisdiction of, and venue in, any court of competent jurisdiction located in the State of New York.
- B. **Remedies.** In no event may Filmmaker terminate this Agreement or obtain injunctive or other equitable relief with respect to any breach of TCC's obligations hereunder, and under no circumstances shall Filmmaker be entitled to enjoin, restrain or in any way interfere with the use or exploitation of the Work, the Film, the Rights, the allied, ancillary and subsidiary rights thereto and/or TCC's use of Filmmaker's Name & Likeness.
- C. **Severability.** The provisions of this Agreement are severable, and the unenforceability of any provision of this Agreement shall not affect the enforceability of the remainder of this Agreement. If any provision of this Agreement is determined to be unenforceable as drafted, that provision shall be construed in a manner designed to effectuate the purpose of that provision to the greatest extent possible under applicable law.
- D. **Assignment.** Filmmaker may not assign, directly or indirectly, all or part of its rights or obligations under this agreement to any other person or entity without first obtaining the written permission of TCC. TCC may assign this Agreement without Filmmaker's consent to any entity that purchases or acquires substantially all of the assets in and to TCC. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of TCC's, heirs, successors, licensees, grantees and permitted assigns and associated, affiliated and subsidiary companies.
- E. **Modification.** This Agreement may be modified or amended only by written agreement of the parties.
- A. **Relationship.** Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the parties, or as authorizing either party to act as agent for any other. Filmmaker is an independent contractor, not an employee. TCC will not withhold FICA or make FICA payments on Filmmaker's behalf, make state or federal unemployment compensation contributions on Filmmaker's behalf or withhold local, state or federal income tax from Filmmaker's Grant. The Filmmaker shall be solely responsible for payment of any related taxes.
- B. **Attorney Acknowledgement.** Each of the parties acknowledges that they have had ample opportunity to review the terms of this Agreement with their respective attorneys and waive any right they may have to interpret a writing against the drafter thereof.

C. **Entire Agreement.** This Agreement, together with any exhibits attached hereto and hereby incorporated herein in their entirety, shall replace and supersede all previous arrangements, understandings, representations or agreements (written or oral, express or implied) between Filmmaker and TCC and constitutes the entire agreement between Filmmaker and TCC concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE CREATIVE COALITION
("TCC")

NAME
("FILMMAKER")

By: _____
Name: Robin Bronk, CEO

By: _____
Name: _____