

WORK FOR HIRE AGREEMENT

This agreement, dated this ___ day of _____, 2013, (“Agreement”) between _____ (“Director”) and New York Shakespeare Exchange (“Company”), sets forth the terms and conditions under which the Company engages Director to create an audiovisual work for the Company’s Sonnet Project consisting of a video in color with sound of Shakespearian sonnet number _____ made in compliance with the specifications Company shall provide to Director (the “Video”). Director accepts such engagement subject to the terms and conditions of this Agreement.

1. Delivery. No more than two weeks after the agreed upon filming date, Director will deliver the Video, in form and content satisfactory to Company and in accordance with the film specifications Company shall provide to Director.

2. Credit. Director will be credited in the closing credits of the Video as follows: "Directed by [insert name of Director]."

3. Sonnet Project Launch.

(a) The Video will be released at the sole discretion of Company on the Sonnet Project website and/or NYSX.org at a date to be determined between April 20, 2013 and April 26, 2014. Company shall provide Director with at least two weeks notice prior to release of the Video to the public.

(b) Once complete, at the sole discretion of Company, the Video will be posted indefinitely on NYSX.org and/or the sonnet project website where it will be accessible by anyone and everyone over the World Wide Web and otherwise.

(c) Company shall have no obligation to screen, show, or otherwise use the Video in connection with the Sonnet Project or any other project of Company.

(d) Director will not distribute the Video prior to its release by the Company on the Sonnet Project website and/or NYSX.org.

(e) Director will not reveal without the consent of Company any details of the Video including, without limitation, the location of the Video or the actors participating in the Video, to anyone prior to the release of the Video.

5. Director Entitlements. Company shall provide Director with a copy of the completed Video. Director shall be entitled to utilize the Video in connection with non-commercial purposes personal to Director including, the Director’s portfolio, reel, and/or website.

6. Ownership of Rights.

(a) Company will be the exclusive owner of all tangible and intellectual property rights, which may be applicable to the Video, including without limitation all copyrights, trademarks and other similar rights. Director hereby acknowledges that the Video has been specially ordered or commissioned by Company as a contribution to an audiovisual work, and will be a work made for hire. Company will be considered the author of the Video under the U.S. Copyright Act, and will own all rights in and to the Video from the moment of its creation, including without limitation the right to register the copyright in the Video in the sole name of Company or its nominee, and the right to make such changes in and such uses of the Video as Company may determine.

(b) If, for any reason whatsoever, the Video is not considered a work made for hire, or if copyright, trademark or other intellectual property rights are involved, Director hereby grants and assigns to Company, its successors and assigns, effective from the moment of creation, all of his or her right, title and interest in and to and goodwill existing in the Video, including but not limited to, the copyright and trademarks therein throughout the world (and any renewal, extension or reversion of such rights now or hereafter provided) and all other rights in the Video of any nature whatsoever, whether now known or hereafter devised, including, but not limited to, the right to make such changes in and uses of the Video as Company may determine, with or without attribution to Director, and all causes of action for any and all previously occurring infringements of the rights being assigned and the rights to receive and retain the proceeds resulting to these infringements.

(c) Company will have the sole and exclusive right throughout the universe in all languages and in perpetuity to use and exploit the Video in any format or version, by any means and in any media, whether now known or hereafter developed. Without limiting the foregoing, Director hereby expressly waives any and all rights arising under 17 U.S.C. § 106A, and any other provision of U.S. federal law or the law of any state, or under the law of any other country, that conveys rights of the same nature as those conveyed under 17 U.S.C. § 106A, or any other type of “moral right” in the Video.

(d) Director will execute such further documents as Company may request to evidence, establish, maintain or protect Company’s ownership of and rights in the Video.

7. Independent Contractor. Director is an independent contractor and will not be entitled to any employee benefits of whatsoever nature from Company. Director is not the Company’s agent or representative and has no authority to bind or commit Company to any agreements or other obligations.

8. Complete Agreement. This Agreement sets forth the entire agreement between Company and Director and supersedes any prior Agreement or understandings, oral or written.

9. Governing Law. This Agreement will be governed by and construed under the law of the State of New York. The state and federal courts located in the Borough of Manhattan will have sole and exclusive jurisdiction to hear and determine any dispute or controversy arising under or concerning this Agreement, and the parties agree to submit to their jurisdiction.

10. Signature. This Agreement may be signed in counterparts. For purposes of this Agreement, facsimile and .pdf signatures shall be good as originals.

New York Shakespeare Exchange

[Director]

Carey Van Driest
Associate Producer

[Name]