

### November 23, 2011

TO:

Government of British Columbia

FROM:

Hogan Creative Inc.

RE:

Video Production Services Quote

### ASSIGNMENT

This assignment involves production of a 3-5 minute year-in-review video for Premier Clark.

The video will combine new footage of a sit down interview with Premier Clark with existing footage of the Premier throughout BC, and b-roll illustrating the key points and highlights of the last year.

This budget includes full production services: creative direction, planning and production, insurance, crew, high definition camera and equipment, sound and lighting gear, digital editing, motion graphics animation, sound design, formatting and delivery.

#### APPROACH

The video will review the key accomplishment of the past year. The video will be structured around a sit down interview with the Premier. Interview footage will be augmented by b-roll footage and motion graphics animation.

HOGAN CREATIVE INC.

701-2580 Tolmle St. Vancouver, BC eric@hogancreative.com
Tel: 604.802.8680

V6R 4R4

### BUDGET

Budget includes full production services including creative direction, production planning, filming and post-production:

\$8,000.00 + HST

Thank you for this opportunity. I look forward to discussing this with you at your convenience.

Regards,

Eric Hogan Hogan Creative Inc. eric@hogancreative.com Tel: 604.802.8680

# ASSIGNMENT OF COPYRIGHT AND WAIVER OF MORAL RIGHTS (the "Assignment")

To:

Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Labour, Citizens' Services and Open Government (the "Province")

From:

Hogan Creative Inc., of 701 – 2580 Tolmie Street, Vancouver BC V6R 4R4 (the "Author")

- Re: The artistic, photographic or literary works, or any compilations thereof or modifications thereto, in respect of "Year in Review Video, as created by the Author (the "Works"), and any material owned by a third party and incorporated or embedded in the Works (the "Incorporated Material"), all as may be more specifically described in Schedule "A".
- 1. <u>Assignment.</u> The Author, for One Dollar (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which the Author acknowledges), hereby sells, assigns and transfers absolutely to the Province all of the Author's right, title and interest throughout the world in, to and associated with the Works, including copyrights, inventions, patents, design patents, industrial designs, trade secrets, confidential information and trade-marks, and the right to bring actions and other proceedings against third parties for past, present or future infringement or misuse of the Works, effective as of the date of this Assignment.
- 2. <u>License.</u> In the event that the Works include any Incorporated Material, the Author hereby grants to the Province:
  - (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute the Incorporated Material; and
  - (b) the right to sublicense to third parties the right to use, reproduce, modify and distribute the Incorporated Material

to the extent that, and for so long as, the Incorporated Material remains incorporated or embedded in the Works (the "License").

The License will be effective as of the date of this Assignment.

3. Representations and Warranties. The Author represents, warrants and covenants to and with the Province that: (a) the Author is the sole author of the Works; (b) the Works are original;

and (c) the Works do not and will not infringe the proprietary rights or interest of any other person or entity.

The Author represents and warrants that the Author has not done anything to assign, transfer, license, charge, encumber, or in any way dispose of the Works or permit the use of the Works by any party other than the Province.

The Author further represents and warrants that: (a) the Author has obtained all necessary rights and permissions to enable the Author to grant to the Province the License described in paragraph 2 of this Assignment; (b) any Incorporated Material does not and will not infringe the proprietary rights or interest of any person or entity; and (c) the Author has taken all necessary steps to enable it to execute and deliver this Assignment.

- 4. Waiver of Moral Rights. The Author acknowledges and agrees that the Province may publish, use, reproduce, edit or otherwise modify or alter the Works as the Province considers appropriate without restriction, including publication in any form or medium now known or later developed, and the Author hereby waives in favour of the Province all "moral rights" and "droits d'auteurs" that the Author may have in or relating to the Works, including but not limited to: (a) the right to prevent distortion, mutilation or modification of the Works; (b) the right to prevent the Works from being used in association with a product, service, cause or institution; and (c) the right to have the Author's name associated with the Works. The Author acknowledges that the Province may license or assign the Works to third parties and agrees that the preceding sentence will extend to all such third parties, and the assignees and licensees of such third parties.
- 5. Additional Action. The Author will take any further steps and execute and deliver to the Province any additional instruments that the Province, acting reasonably, requires to vest, effect, perfect, register, record, verify, evidence or enforce its rights and interest in the Works or the Incorporated Material.
- 6. Governing Law. The laws of the province of British Columbia and the laws of Canada applicable therein will govern the interpretation and enforcement of this Assignment.

7. Execution by Counterpart. This Assignment may be executed in counterparts and delivered by facsimile transmission and such transmission will be considered an original.

.This Assignment is dated for reference the 7th day of December 2011.

SIGNED AND DELIVERED BY:

[Signature]

Eric Hogan

[Print Name]

## Schedule "A"

### Description of Works

Premier Christy Clark's Year In Review Video.

## RECEIVED

DEC 0 7 2011

GOVERNMENT COMMUNICATIONS AND PUBLIC ENGAGEMENT INVOICE

INVOICE 239 DATE: DEC 7, 2011

TO:

Government of British Columbia

Hogan Creative Inc. 701-2580 Tolmie St.

Vancouver, BC, V6R 4R4 Phone 604.802.8680

FOR: "Year in Review" Video Production Services

DESCRIPTION	•		AMOUNT
Video production  • Pre-production: project management, planning  • Filming: crew, equipment  • Post-production: editing, motion graphics animation, sound design, formatting and delivery			\$8,000.00
	,		-
SUBTOTAL			
HST (81136 0353 RT0001)		,	\$960.00
		TOTAL	\$8,960.00

PLEASE MAKE CHEQUES PAYABLE TO HOGAN CREATIVE. PAYABLE UPON RECIEPT. THANK YOU,

QUALIFIED RECEIVER

DATE: \_\_\_

SIGNATURE.

Flaser