

MEMORANDUM OF UNDERSTANDING

Between

**THE CITY OF NEW YORK MAYOR'S OFFICE OF MEDIA AND
ENTERTAINMENT**

And

THE NEW YORK CITY OFFICE OF ENVIRONMENTAL REMEDIATION

This Memorandum of Understanding ("MOU") is entered into as of the date of the last party's execution ("Effective Date"), between the City of New York Mayor's Office of Media and Entertainment through NYC Media ("NYC Media") and the New York City Office of Environmental Remediation ("OER"), collectively "the parties".

WHEREAS, OER desires to have educational video programs (the actual number to be determined) about brownfields produced, consisting of interviews, footage, photographs and such other material as is mutually agreed upon ("Videos");

WHEREAS, NYC Media agrees to produce the Videos for OER; and

WHEREAS, OER shall fully finance the production of the Videos by NYC Media.

NOW THEREFORE, by signing below, the parties agree, in consideration of the mutual promises set forth below in this MOU, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, as follows:

1. NYC Media shall produce and deliver the Videos to OER pursuant to the mutually agreed upon production schedule ("Production Schedule") and production budget ("Production Budget"). The Production Schedule shall consist of two (2) stages: Development Stage and Production Stage. The Development Stage shall commence on or about September 7, 2011. During the Development Stage, a Producer shall be engaged for a period of 5 days for a fee of \$1,250 to work with NYC Media and OER to mutually determine the creative and financial scope of the Videos. Development of the Videos will include creation of concept, script/storyboards, production schedule and production budget ("Development Materials"). Upon delivery of the Development Materials, the parties will determine whether and when to continue to the Production Stage. The determination to proceed shall be mutually agreed by the parties within two business days of completion and delivery of the Development Materials.
2. Pursuant to the Production Schedule, OER shall have the right to approve (which approval shall not be unreasonably withheld or delayed) the final

Videos on or before final delivery. Such approval shall be given to NYC Media no later than 24 hours of request therefore; in the absence of a response, it shall be deemed approved. In the event that OER delays its approval or changes elements of the Videos which had previously been approved, the Production Schedule will be extended and the Production Budget will increase to incorporate the additional costs incurred by NYC Media.

3. OER shall be responsible for and through a third party cause NYC Media to be paid the full cost of the Development Stage which is anticipated to be \$1,250. If the parties determine to proceed to the Production Stage, OER shall be responsible for and through a third party cause NYC Media to be paid for the full cost of the Production Budget. If the parties mutually agree to extend the Production Schedule and/or incorporate additional elements into the Videos, thereby increasing the costs of the Development Stage and/or the Production Budget, OER shall be responsible for these additional costs. NYC Media shall invoice OER for the cost of the Development Stage and the Production Budget, and OER shall cause payment to be made to NYC Media within thirty (30) days of receipt of the invoice.
4. OER shall own all right, title and interest in and to the Videos, and shall have the right to exploit the Videos for its use only. In the event that OER determines to use the Video for other uses, OER shall be solely responsible for obtaining any and all permissions and clearances in connection therewith and shall indemnify NYC Media against any and all claims, cost or expenses which might arise from any such use. OER hereby grants to NYC Media the non-exclusive right to broadcast, exhibit and exploit the Videos by means of any and all media in perpetuity.
5. The term of this MOU shall commence on the Effective Date hereof.
6. This MOU may only be terminated in writing signed by both parties. If for any reason this MOU is terminated prior to completion of production of the Videos, OER shall cause NYC Media to be paid the costs and expenses it has incurred through the date of termination
7. All notices and requests hereunder by either party shall be sent in writing or via email to the following addresses:
 - a. If to DoITT:

Katherine Oliver
Commissioner
Mayor's Office of Media and Entertainment
One Centre Street, 27th Floor
New York, NY 10007

koliver@tv.nyc.gov

with a copy to

Meg Louis
Director of Legal Services/Senior Counsel
Mayor's Office of Media and Entertainment
One Centre Street, 27th Floor
New York, NY 10007
mlouis@tv.nyc.gov

b. If to OER:

Daniel Walsh
Director
Mayor's Office of Long Term Planning and Sustainability
Office of Environmental Remediation
253 Broadway, 14th Floor
New York, NY 10007
dwalsh@cityhall.nyc.gov

IN WITNESS WHEREOF, The parties have executed this MOU in duplicate, each of which shall constitute an original.

**CITY OF NEW YORK
MAYOR'S OFFICE OF MEDIA AND
ENTERTAINMENT**

Dated

9/21/11

BY



**Katherine Oliver
Commissioner**

**NYC OFFICE OF ENVIRONMENTAL
REMEDATION**

Dated

9/16/11

BY



**Daniel C. Walsh
Director**