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April 7, 2006

Ryan Junell  
812 22nd Street  
San Francisco, CA 94107

Dear Ryan,

The purpose of this letter is to confirm the terms and conditions on which we have commissioned you to provide services to design, develop, implement, and produce a short animated video relating to the adoption of Creative Commons licenses (the "Work") for Creative Commons ("CC"), a Massachusetts corporation with a business office at 543 Howard Street, San Francisco, California, 94105, and its affiliates. Please countersign below to indicate your agreement to these terms and conditions.

You will perform the Work in accordance with the terms and conditions of the specifications below, starting on April 10, 2006.

For the full and proper performance of this agreement, Creative Commons agrees to pay you a design fee of up to \$55 per hour up to a maximum of 160 hours which shall be payable in the following installments:

- 50% upon completion of Preproduction Phase by April 28, 2006 and
- 50% upon completion of Production Phase by May 31, 2006.

*You must send an invoice upon completion of each Phase. CC shall pay you a 1.5% monthly service charge on all balances owing but not paid to you within 30 days of receipt of an invoice.*

If there are changes in the requirements and/or specifications of this job, you reserve the right to change the fee. CC will offer you the first right to make such changes. No change shall be made without a written order from CC by email or otherwise. CC will be responsible for making additional payments for changes to the original assignment that it requests, however, no additional payment shall be made for changes required to conform to the original assignment description.

Notwithstanding the above, if any portion of the Work is delivered more than 15 days later than an agreed-upon delivery date, except on written permission from CC, you will be in breach of this agreement and CC may terminate it on 5-days' notice to you without further obligation. In addition, either party may terminate this agreement at its discretion by serving 30 days' written notice to the other party, however, if the project is cancelled or postponed prior to completion through no breach of the agreement by you, CC agrees to pay for time spent and materials used that have not already been recompensed by any previous payments to you.

CC will timely provide you with any CC materials necessary for you to perform the Work, such as graphics, logos and other materials, but you agree that you are otherwise responsible for any and all other equipment and materials needed to complete the Work. You will use the materials provided to you by CC (including, without limitation, Creative Commons' name, logo and other graphics) solely for the purpose of performing your obligations pursuant to this letter and that you will not acquire any right, title or interest in and to the materials other than a limited license to retain a copy of any and all Work you complete for CC and use it for portfolio purposes.

By signing below, you agree that the Work is a work for hire and to the extent that it shall not be deemed a work for hire by law, you hereby assign any and all rights, title and interest you have worldwide in any format, whether now known or later discovered, in and to the Work (including without limitation, any and all copies and derivative works of the Work), including without limitation, any copies and any derivative works of the Work. You represent and warrant that the Work will be solely created by you and that you own any and all rights, title and interest worldwide in any format, whether now known or later discovered, in and to the Work and are able to make this assignment and have full power and authority to enter into this agreement. You will not incorporate any material that was not created specifically for CC. Further, you agree to take any and all action, including without limitation, the execution of any documentation, necessary to give effect to this assignment.

You agree that you are preparing the Work for CC and its affiliates as an independent contractor. You are not entitled to any benefits which CC may make available to employees and you are solely responsible for all state and federal income taxes, unemployment insurance and social security taxes and for maintaining adequate workers' compensation insurance coverage for yourself. You have the right to control the amount of time on any given day, the place, methods, manner and means of performing your services, provided that any time you may be performing your services using property or facilities belonging to CC you agree to abide by company policies as expressed in the Creative Commons Policy Handbook. In the performance of your services, CC is only interested in the results obtained which must, however, meet CC's standards and approval and shall be subject to CC's general right of inspection and supervision to ensure their satisfactory completion which right shall be exercised by CC's Artistic Director, who, at the time of executing this letter, is Eric Steuer.

You agree to keep confidential any and all information confidential to CC that is disclosed to you in the course of providing the Work and that you will not disclose it to any third party unless required by law or agreed in writing in advance with CC. In particular, you agree to keep confidential and respect the privacy of all users of the CC website and treat all user information in accordance with the Creative Commons Privacy Policy. Upon completion of the Work, or termination of this agreement or at CC's request, you agree to return and any all materials, including any confidential information, and all copies thereof.

If any provision of this agreement is be held invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the parties' fundamental intentions hereunder, and the remaining provisions are not to be affected or impaired.

This agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, USA, without regard to any conflict of laws rules to the contrary. The parties hereby consent to the exclusive jurisdiction of the U.S. federal and state courts located in San Francisco, California, USA, in connection with any dispute arising out of or in connection with this agreement or its subject matter.

You may not assign or amend this agreement without the permission in writing of Creative Commons.

We look forward to working with you.

Very truly yours,



Diane Cabell  
Corporate Counsel  
Date:

Ryan Junell  
Date:



4.26.06

## **SPECIFICATIONS: 2006 Short Animated Video for Creative Commons (CC) by Ryan Junell**

### **Preproduction Phase**

The first phase of this project is concerned with gathering information and establishing design image criteria. A significant sampling of visual materials is collected and evaluated. In this stage, the designer will compare and contrast similar animations that have been made in the past few years and evaluate their effectiveness. This phase often involves spending time with the client in order to define the needs and problems that are to be solved. Communication objectives and a plan of action are established. Also, design ideas for the animation are developed. Storyboard sketches will also be designed in order to demonstrate advantages of various designs. Recommendations also are being made regarding color schemes and typography.

*Script*

*Characters*

*Color palette selection*

*Selecting audio performers*

### **Production Phase**

There are two steps to this process: (1) implementation is the finalization of all the elements that have been chosen to make a final piece; (2) production consists of getting the files prepared. Files are delivered to the final destination (a printer, for example). If printing is involved, the Designer will be available during the printing process for press checks.

*Dialog/sound recordings*

*Set editorial review dates for 1) rough layout 2) final line cleanup and layout and 3) final composite*

*Testing and bug-fixing*

*Preparation of alternative media formats or products (design for mugs, etc.)*

*Modification/Optimization once posted*

*Any third-party costs/fees?*

Any decisions on direction - including any commissioned illustrations, photographs, typography, and all other elements - are final at this point. Any changes made after this point are billable to the Client.