



## Copyright Campaign USC School of Cinematic Arts

**1998 USC Cinema - student short film agreement document**

- a work for hire
- a copyright transfer

**U.S. Copyright Law:**

**an Author • an Original Work of Authorship • Copyright Owner**

**see: Copyright.gov**

**Greetings USC Cinema student filmmakers:**

**Underneath a facade of USC Cinema on-going wonderfulness since 1929 the brutality of USC toward the rights and original works of student filmmakers is expressed in this 1998 and earlier USC Cinema short film agreement document.**

**Later, USC Cinema revised the document you are required to sign a prior to starting classes. The result is identical as to your Short Films. Your Copyright to your Short Films are lost to USC for eternity. At some point USC Cinema realized that you ought to own your underlying rights: Story • Treatment • Screenplay. But never your Short Films. We are seeking to fix that.**

**It's good for you to know what lies beneath USC Cinema current policy on Short Films.**

**Why does USC want to own the Copyright to your Short Film?**

**We do not know. They never say.**

**JOHN LONGENECKER**

**800 470-4602**

### **This Agreement**

**is made by and between the University of Southern California, a California non-profit, public benefit corporation, hereinafter "USC" and \_\_\_\_\_ Your Name \_\_\_\_\_, hereinafter "Student."**

#### **1. Engagement.**

**USC hereby engages Student as \_\_\_\_\_ Your crew position \_\_\_\_\_ for the motion picture which at this time is entitled \_\_\_\_\_ Your Short Film Title \_\_\_\_\_ (hereinafter "Picture") and Student hereby accepts such engagement.**

#### **2. Consideration.**

**In consideration for the furnishing of USC facilities, equipment and resources for the production of the Picture, and for other good and valuable consideration, receipt of which is hereby acknowledged, USC and Student agree as follows:**

**Agreement:**

**3. Picture is Sole Property of USC.**

The Picture and any portion thereof, including but not limited to any copies and or recordings thereof by film, tape, or any other method of recording shall be the sole and absolute property of USC.

**4. Filmmaker has no Right, Title or Interest in or to the Picture.**

Student agrees that Student does not have and will not claim to have, either under this agreement or otherwise, any right, title, or interest of any kind or nature whatsoever, in or to any of such materials or in or to the Picture or any elements or copies thereof.

**5. All Rights Granted by Filmmaker to USC.**

All rights granted or agreed to be granted USC hereunder shall vest in USC immediately and shall remain vested in USC, it's successors, assigns and licensees.

**6. Picture is considered to be a Work Made For Hire.**

The Picture and any portion thereof, shall be considered materials furnished by Student pursuant to the specific commission of USC and "works made for hire" as that term is used in the United States Copyright Act. 17 U.S.C. §101.

**7. Filmmaker Assigns / Transfers All Rights To USC / Including Copyright.**

In the event that the Picture is deemed not to be a work for hire for any reason, Student does hereby assign, convey, and transfer unto USC, and its successors and assigns, all right, title, and interest in and to the Picture, or any portion thereof, and to the copyright thereto, all rights of registration and renewal of registration, all rights to create derivative works and all rights of recovery and of legal action for past infringements to USC and Student hereby waives any right of droit moral or similar right to object thereto.

**8. Filmmaker Has Full Power and Authority to Enter Into This Agreement.**

Student hereby represents and agrees that he/she has no knowledge of any lien, security interest, restriction, claim or encumbrance in connection with the Picture or the copyright thereto, and that he/she has full power and authority to enter into and perform this Agreement.

**9. Filmmaker authorizes USC to Register Copyright.**

Student hereby authorizes USC and its successors and assigns to the fullest extent permitted by applicable law, to file in its own name the copyright registration in the United States and in foreign countries, and to secure in its own name the copyrights issued thereon.

**10. Filmmaker Agrees to Sign all Future Documents.**

Student hereby agrees that upon request, he/she will sign all necessary papers and do all acts which USC or its successors or assigns may consider necessary in connection with the Picture.

**11. USC Claims Right to Revise the Picture.**

USC shall have the right from time to time and at any time, to extract from or revise the Picture and exhibit the same, for the purpose of exhibiting, marketing and/or distributing the Picture.

**12. Filmmaker Grants Right of Personal Publicity.**

USC shall have the right, and may grant others the right, to disseminate, reproduce, print and publish Student's name and biographical material concerning Student as news or informative matter, and in connection with advertising, merchandising and commercial tie-ins, and for other purposes of trade in connection with the Picture, and Student hereby waives any and all claims by reason thereof, provided that in no event shall USC, its assigns and licensees use or grant to any person the right to use any direct endorsement by USC of any product or services without Student's prior written consent.

**13. Rights Granted Forever / Eternity**

The rights granted hereunder shall continue in perpetuity.

**14. Filmmaker is entitled to purchase one copy of the film / maybe.**

Upon condition that Student is not in default hereunder, that appropriate and required legal clearances have been obtained and that Student executes a "private use" letter, Student may purchase either a 16mm print, a 3/4 inch videotape, or a videocassette of the Picture, as USC shall determine, if and when the same are available to USC.

**15. Filmmaker is not an employee of USC.**

Nothing contained herein shall be construed as creating an employment relationship between Student and USC.

That's it. Stay Tuned.

**JOHN LONGENECKER, DGA  
USC Cinema Alumni member  
800 470-4602**