

The 2015 Community Video Program

CGI Communications, Inc.
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Name: James Diossa
Title: Mayor
Address: 580 Broad Street
City, State, Zip: Central Falls, RI, 02863
Phone: 401 727 7474
Email: Mayor@centralfallsri.us
Website: www.centralfallsri.us

This agreement is between CGI Communications, Inc. ("CGI") and the City of Central Falls (the "City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewing via a link on the www.centralfallsri.us homepage, including any alternate versions of your homepage, for viewer access on different devices.

During the term of this Agreement, CGI shall:

- Produce One Welcome video from your Mayor or other civic leader;
- Produce up to three additional videos to showcase various aspects of your community, for a total of (four) 1 minute community highlight videos;
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations;
- Provide script writing and video content consultation;
- Have a videographer come to your location to film the videos;
- Reserve the right to use still images and photos for video production;
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music;
- Provide a final draft of Community Video Program content subject to your approval (up to 3 sets of revisions allowed). Any request for approval of revision, including final draft, shall be deemed approved if no response received by us within thirty (30) days of request;
- Provide our patented OneClick™ Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia® and QuickTime®;
- Store and stream all videos on CGI's dedicated server;
- Feature business sponsors around the perimeter of video panels;
- Allow businesses to purchase various digital media products and services from CGI and its affiliates;
- Have the duration of sponsor participation be one to two years and CGI is solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution;
- Facilitate viewer access of the Community Video Program from your website shall be facilitated by CGI, providing HTML source code for a graphic link to be prominently displayed on the www.centralfallsri.us website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement; "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos;
- Own copyrights of the master Community Video Program;
- Assume all cost for the Community Video Program
- Honor any request for termination of sales upon 30 day notice and only if the City continues to provide the Community Video Program linkage from its homepage for the duration of this agreement.

During the term of this Agreement, The City of Central Falls shall:

- Provide a letter of introduction for the program on its letterhead;
- Assist with the content and script for the Community Video Program;
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the www.centralfallsri.us homepage within 10 business days of receipt of HTML source code;
- Display the "Community Video Program" link prominently on its www.centralfallsri.us homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement;
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming all video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI only on Community Video Program
- Represent and warrant that any and all photographs, videos, and other content it submits to us for use in any video or other production does not infringe on any third party's copyrighted material, trademark or other intellectual privacy or publicity rights and shall defend and indemnify us from any such claim or action.

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein.

We, the undersigned, have read and understand the above information and have full authority to sign this agreement..

The City of Central Falls, RI

CGI Communications, Inc.

Signature:

Name (printed):

James A Diossa

Name (printed): Nicole Rongo

Title:

Mayor

Approved as to form and correctness

Title: Vice President of Marketing and Acquisitions

Date:

March 11, 2015

Date: February 12, 2015

OK. Leonard Metzger
City Solicitor