

MEMORANDUM OF UNDERSTANDING
Gdavis Productions & Films
Development of Film Series for Guilford County Department of Health &
Human Services Division of Public Health

This MEMORANDUM OF UNDERSTANDING (“Agreement”) serves as an Agreement between Forget Me Not Project dba Gdavis Productions & Films (GDP&F) located at 301 N. Main Street Suite 2301 Winston Salem, NC 27101 and Guilford County on the behalf of Department of Health and Human Services- Division of Public Health (the”Division of Public Health “ (DPH) located at 1203 Maple Street Greensboro, NC 27405

Now, therefore, based on the mutual understanding of the terms herein, the parties agree as follows:

Whereas GDP&F has created a medical series titled “Street Meds” (the “Series”) and Whereas DPH has requested that GDP&F produce episodes of the Series based on content and subject matter provided by (DPH).

1. Presentation Deliverables. GDP&F and DPH will work together to create approved scripts for initially sixteen (16) episodes of the Series, which shall comprise Season 1 of the Series presented by DPH. DPH shall pay GDP&F, for Season 1, the sum of Fifteen Thousand Dollars (\$15,000) per episode for a total of Two Hundred Forty Thousand (\$240,000) payable as follows: one-half (\$120,000) within seven days of the execution of this Agreement by both parties and three (3) monthly payments thereafter of Forty Thousand Dollars (\$40,000) per month on or before the 5th day of the month. All payments to GDP&F shall be made by bank wire transfer.

a. After one seasons (16) episodes there will be a debrief to determine if this agreement will be extended for another season for 16 additional episodes.

2. Both parties shall work together to create Multiple Events & Programming associated with the Series, including but not limited to:

a. A feature called “Inside Street Meds” with Dr Vann (similar to Inside Edition, *Inside Street Meds* will be hosted by Dr. Vann featuring guests from various fields who will discuss in detail the issues surrounding the content featured in each episode).

b. Official Website (created by GDP for DPH) with a soft launch date of August 1, 2021

i. Will be used to drive traffic to one centralized location to better collect data;

ii. Will be used to provide links to local resources based on content in each episode;

iii. Will be used as a hub for all content associated with *Street Meds*;
and

iv. Will house each episode of *Street Meds* and *Inside Street Meds*
with Dr. Vann

c. Private Viewing & Focus Groups-controlled setting of 25-30 guests- to
view each episode to acquire immediate feedback.

d. Filming of 16 episodes will start **July 7, 2021 and end August 26, 2021**. The official
launch of the *Street Meds Series* will start the first week in September with 8 episodes
running weekly until the week of October 18, 2021. The month of November and
December will be used to promote the second half of season that will start in the first
week in January with the first season ending the week of February 21, 2022.

e. Timeline for item (d) **July 7, 2021** Begin Filming *Street Meds*. *Inside Street Meds* with
Dr. Vann will be filmed at a rate of (2) episodes with community guest. **August 1, 2021**
Soft launch of official website that will host the *Street Meds Series*, *Inside Street Meds*
and other resource links, and collaborating partners and/or sponsors. **August 26, 2021** all
16 episodes filmed along with all the episodes of *Inside Street Meds* with Dr. Vann.
September 1, 2021: Launch of the *Street Meds Series* and *Inside Street Meds* with Dr.
Vann on the official website hosting the Series. **October 18, 2021**: The 8th episode of
Street Meds made available on the official website hosting *Street Meds*. **November 1,**
2021: First (8) episodes of *Street Meds* and *Inside Street Meds* debuts on Gdavis TV
distributed by ROKU, Apple TV and Amazon Fire. During the month of **November and**
December 2021 GDP&F will promote the the first (8) episodes on Gdavis TV and and
focus on in-person engagement via town hall meeting and VIP Screenings of episodes
and viewing of trailers from new episodes (9-16) **January 1, 2022**: Launch of second set
of (8) episodes (9-16) on the official website hosting the *Street Meds Series* and *Inside*
Street Meds. **February 21, 2022**: The final episode of *Street Meds* and *Inside Street*
Meds will be made available on the official website hosting the series. **March 1, 2022**:
The second set of (8) episode will start streaming on Gdavis TV distributed by ROKU,
Amazon Fire and Apple TV.

3. **Accuracy and Authenticity of Presentation.** GDP&F represents that all statements and
dialogue that occur in each episode will be approved by DPH prior to the filming of each
episode referenced herein, and nothing therein shall violate or infringe the rights of any
third party.
4. **No Implied Agency.** Nothing in this Agreement shall be deemed to create any
partnership, joint venture, joint enterprise, or agency relationship among the parties, and
no party shall have the right to enter into contracts on behalf of, to legally bind, to incur
debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other
party hereto, in the absence of a separate writing, executed by an authorized
representative of the other party. Each party shall be solely responsible for its employee

5. **No promotional or political activity.** Both parties agree that the Series will not be used to support or oppose political candidates, political initiatives, or commercial products, notwithstanding any specific deliverable contemplated herein and approved in writing by both parties.
6. **Indemnification.** Each Party (an "Indemnifying Party") shall indemnify, hold harmless, and defend the other Party, its affiliates, and their respective partners, officers, directors, employees, contractors, agents and representatives (each of whom is an "Indemnified Party") against all liability, costs, actions, suits, judgments, damages, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from (a) the negligent, reckless or willful acts or omissions of Indemnifying Party, its officers, directors, employees, members, independent contractors, or agents, (b) Indemnifying Party's breach of this MOU, including failure to provide the services and work as set forth in this MOU; and (c) any claim that the services or work product of the Indemnifying Party provided under this MOU infringe or violate the intellectual property or other rights of third parties, except to the extent caused by the Indemnified Party. The Parties acknowledge and agree that the indemnity specified herein will include, without limitation, indemnification for settlements or compromises of matters covered by this indemnity. The Indemnifying Party shall not settle any such suit or claim without the Indemnified Party's prior written consent if such settlement would be adverse to the Indemnified Party's interest. The Indemnified Party may, at its option, conduct the defense in any third-party action arising as described above and the Indemnifying Party agrees fully to cooperate with such defense. The obligations and rights granted in this Section shall survive the expiration and termination of the Agreement.

7. Intellectual Property Rights.

- a. Trademarks. The name and/or logo related to the Series (Street Meds) is exclusively owned by GDP&F and the name and/or logo for GHD are exclusively owned by DPH. All licenses granted under this Agreement shall automatically expire at the expiration or termination of this Agreement.
- b. Copyrights. All copyrights and any and all derivative rights and ancillary rights to the Series are owned by GDP&F and DPH. The DPH may develop episodes of the Series for third parties, at any time and in its sole discretion, as part of its mission to assist the medical community to address issue of health disparities.
- c. Broadcast Rights. Both parties agree that they will each have the right to broadcast the Series in the following manner: DPH shall have the exclusive right to show each episode, on the official website specifically developed by GDP&F for DPH, for a term of two (8) weeks from the airing of the (8) episodes on the DPH website. After the eight (8) week period GDP&F may broadcast the episode on Gdavis TV (with a viewership of a minimum of 100,000 viewers) giving more expose to the project.

d. DPH will have the right to present the work of Street Meds in any way that will assist the educational competent of the 16 episodes such as TV's in the waiting rooms or making DVD's for distribution by DPH.

e. GDP&F will have the right to use portions of these 16 episodes to create trailers and the foundation to create similar work for other organizations to raise the awareness of health disparities in other cities and/or states

8. No Publicity. Notwithstanding any specific deliverable herein, neither party may issue a press release, hold a press conference, or otherwise refer to the other party in any manner with respect to this Agreement or the Performance without the prior written consent of such other party.

9. Promotions & Branding. GDP&F will create and maintain all the social media pages for the project for platforms including but not limited to Facebook, Twitter, and Instagram. GDP&F will also take the lead in establishing the virtual promotions and branding of Street Meds with the approval of DHP prior to the execution of each promotion. Garrett Davis and Dr. Vann will serve as spokesperson for the project with all media events such as press conferences and media day organized by GDP&F with pre-approval by DHP. GDP&F will also create all materials that will be used for street promotion such as flyers, posters, newspaper ads and radio commercials. GDP&F will create and present a marketing and branding campaign that will begin August 1, 2021 until the final episode has been released on the official website hosting the series in February 2022.

10. Warranties. Each Party hereby represents and warrants that:

(a) it has full power and authority to enter into this Agreement and perform its obligations hereunder. (b) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; and (c) it will comply with all applicable laws and regulations in its performance of this Agreement.

11. Additional Terms. This Agreement represents the entire agreement between Parties and replaces any prior agreement or proposed variation. Should there be any conflict between any forms or documents exchanged by the Parties, the terms and conditions of this Agreement shall govern. This Agreement shall be amended only by mutual written agreement executed by all Parties or their respective designees. The Parties agree that this Agreement will be governed by the Laws of the State of North Carolina without regard to North Carolina conflict of laws statutes/rules. If any portion of this Agreement shall be declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.

12. Editing and Deliverables. Filming will not start until final script is approved and signed off by Dr. Vann to ensure proper wording is accurate as it pertains to the subject matter in each episode. GDP&F will ensure that actors follow the script to ensure there are no reshooting of scenes due to non-following of script.

13. GUILFORD COUNTY LIABILITY INSURANCE REQUIREMENTS. GDP&F shall procure and maintain liability insurance at a minimum level:

WORKERS COMPENSATION: CONTRACTOR agrees to maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with limits of at least \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, with at least a \$1,000,000.00 aggregate policy limit.

COMMERCIAL GENERAL LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$500,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with at least a \$1,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

UNDERWRITING, ADDITIONAL INSURED, AND CANCELLATION NOTICE REQUIREMENTS: All insurance shall be written by companies with an AM Best rating "A" or higher. GUILFORD COUNTY shall be named as an additional insured on CONTRACTOR insurance policies, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. The certificate of insurance shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by CONTRACTOR and GUILFORD COUNTY.

MAINTENANCE OF INSURANCE COVERAGE AND RENEWAL

DOCUMENTATION: CONTRACTOR original insurance policies or certified copies of policies may be required by the COUNTY at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent to the COUNTY at the address below thirty (30) days prior to any expiration date.

Upon the COUNTY'S offer of award of this Agreement, the CONTRACTOR will provide Certificates of Insurance for meeting the required insurance provisions. The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate." CONTRACTOR will provide copies of insurance certificate(s) to Guilford County Purchasing with their award package. All insurance documents required under this Contract shall be forwarded to:

GUILFORD COUNTY

Attention: Risk Management

301 West Market Street

Greensboro, NC 27401

Reference: GUILFORD COUNTY CONTRACT NO. 90003044
with GDP & F

In the event CONTRACTOR fails to maintain and keep in force for the duration of this Contract the insurance required herein, the COUNTY may cancel and terminate this Contract without notice.

- 14. Notice.** For purposes of this Agreement, the following individuals shall serve as points of contact for both DPH and GDP&F:

Dr. Iulia Vann

Guildford County Dept of Health

1203 Maple Street

Greensboro, NC 27405

336-641-3136

ivan@guilfordcountync.gov

Garrett Davis, CEO/Founder Date

Gdavis Productions & Films

301 N. Main Street, #2301

Winston Salem, NC 27101

910-728-3389

garrett@garrettdavis.us

Michael Halford

County Manager

Robin Keller

Clerk to the Board

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Derrick Bennett, Guilford County Finance Director

Date