

Agreement Regarding Submission of Materials

NBC Universal, Inc.
30 Rockefeller Plaza
New York, NY 10112

NBC Universal appreciates your interest in enrolling in the Writers on the Verge course administered by Loyola Marymount University ("LMU"). In accordance with its policy regarding the submission of materials (including ideas, videotapes, and literary material), NBC Universal must decline to consider any submitted materials unless the person submitting them has signed the Agreement below. In order to be considered for enrollment in the Writers on the Verge course, please fill out and sign in the space provided and return a copy to NBC Universal, along with your submissions.

YOUR SUBMISSIONS WILL NOT BE RETURNED.

Submitted By:
Titles:
1.
2.
3.
4.

AGREEMENT

I have volunteered to participate in the Writers on the Verge course administered by LMU (the "**Program**"). In that regard, I am voluntarily submitting to NBC Universal, Inc., its parent, subsidiary, and affiliated entities (collectively, "**NBC Universal**"), the material identified above, and, if I am chosen to participate in the Program, any additional material that I submit during the course of or in connection with the Program (individually and collectively, the "**Submitted Material**"), pursuant to the following agreement:

1. I understand and agree that NBC Universal and its co-sponsors will make all decisions regarding participation in the Program in their sole discretion, without any limitation whatsoever, including without limitation who to select for the Program. I understand that I may not be selected for the Program and that by submitting the Submitted Material I am not guaranteed to be part of the Program or any future programs.
2. I have created and am submitting the Submitted Material completely voluntarily. NBC Universal has not hired or otherwise retained me, in any way, to create or submit the Submitted Material. I understand that NBC Universal will neither pay me any money nor provide me any other consideration for creating or submitting the Submitted Material, for executing this Agreement, or for granting any of the rights granted in this Agreement. I also understand that NBC Universal has not promised to license or otherwise acquire the rights to any of the Submitted Materials other than those rights I grant in Section 4, below, or to hire me for my writing services in the future, or to find me representation or future work or bookings. Except as provided below, or otherwise agreed in writing, all costs and expenses I may incur in connection with my submission of the Submitted Material, or my participation in the Program (if selected) will be my sole responsibility.
3. I understand and agree that I am not submitting the Submitted Material in confidence and that no confidential relationship is, or is intended to be, created between NBC Universal and me by my submission of the Submitted Material. Nothing in this Agreement, nor my creation or submission of the Submitted Material, shall be deemed to place NBC Universal in any different position from any other member of the public with respect to the Submitted Material. Accordingly, NBC Universal may use any part of the Submitted Material that any member of the public freely could use without liability to me.
4. NBC Universal may use all or any part of the Submitted Material, as well as my name, voice and likeness, in any and all media now known or hereafter devised, throughout the universe, and in perpetuity, in connection with the Program, the talent development project currently known as PSNBC ("PSNBC") or any future talent development programs. Without in any way limiting the foregoing, I agree that NBC Universal may have the Submitted Material performed (and may videotape or otherwise record any such performances) for its internal review, may screen the Submitted Material and any performances thereof at NBC Universal and PSNBC facilities, and may use the Submitted Material and any performances thereof to determine whether to invite me to participate in any other programs. I also agree that NBC Universal may use portions of the Submitted Material or any performances thereof in promotions for the Program, PSNBC, and any future programs. Notwithstanding the preceding sentences, I shall have the right to terminate NBC Universal's rights to use the material as set forth in this paragraph at any time commencing two (2) years from the date of this Agreement, upon written notice addressed to the NBC Universal Law Department at the address listed above and delivered by certified or registered mail, in which case the rights granted in this paragraph shall be terminated upon the Law Department's receipt of such notice (unless the notice is received less than two (2) years after the date of this Agreement, in which case the rights shall not terminate until that date which is two (2) years after the date of this Agreement).
5. I warrant that I have originally created the Submitted Material, that no one else to my knowledge has any rights to the Submitted Material whatsoever, and that any use of the Submitted Material in the manner described in Section 4, above, will not infringe upon my rights or those of any third parties. I believe the Submitted Material to be unique and novel. However, I recognize that other persons, including NBC Universal's own employees, may have submitted to NBC Universal or others, or

made public, or may in the future originate and submit, or make public, similar or identical material that NBC Universal may have the right to use, and I understand that I will not be entitled to any compensation because of NBC Universal's use of other similar or identical material in any manner. I understand and agree that NBC Universal's use of material containing features or elements similar or identical to those contained in the Submitted Material other than in the manner described in Section 4, above, will not obligate NBC Universal to negotiate with me nor entitle me to any compensation if NBC Universal determines that it has an independent legal right to use that other material for any reason.

6. I understand that pursuant to the terms of this Agreement, NBC Universal does not promise to license or acquire any rights to the Submitted Material other than that which is set forth in Section 4, above, or to hire or otherwise retain me for my writing services in the future. If NBC Universal wishes to use the Submitted Material in any manner other than that described in Section 4, above (and if it is original, novel and valuable), or if NBC Universal wishes to hire or retain me for my writing services, I understand that we would have to separately meet and negotiate the terms of any such potential future arrangements and enter into separate agreements that would supercede this Agreement with regard to the specific material or my services.

7. I agree that I must give NBC Universal written notice, by certified or registered mail to the NBC Universal Law Department at the address listed above, of any claim arising in connection with the Submitted Material or in connection with this Agreement. I agree to provide that notice within thirty (30) calendar days after I acquire knowledge of the claim. Notwithstanding the foregoing, I must commence a formal arbitration proceeding pursuant to Section 8, below, within six (6) months after the date of NBC Universal's first use of the Submitted Material. My failure to commence a formal arbitration proceeding within that six-month period shall be deemed an irrevocable waiver of any rights I might have with respect to any claim against NBC Universal.

8. Except to the extent prohibited by any applicable collective bargaining agreement, any controversy arising out of, relating to, or concerning in any way this Agreement, or NBC Universal's use of the Submitted Material, shall be conclusively determined by arbitration as provided by California law and the JAMS Streamlined Arbitration Rules and Procedures (or subsequent versions thereof). The arbitrator in any such arbitration shall be a licensed attorney or former judge experienced in entertainment law who is mutually selected by us, or, if we cannot agree on an arbitrator, a licensed attorney or former judge experienced in entertainment law appointed by JAMS. The arbitrator's decision shall be controlled by the terms of this Agreement. No award may exceed: (1) the minimum rate that would be due under the Writers Guild of America Theatrical and Television Basic Agreement currently in effect for a network, primetime, one-half hour broadcast story and teleplay (so-called "bargain rates," and not to include minimums payable for pilot scripts, back-up scripts or spin-offs), if the material is used as the basis of any national network broadcast or cable programs or any online, electronic, interactive or internet programs; (2) \$5,000.00, if the material is used as the basis of any programs broadcast only on NBC Universal-owned stations; or (3) \$1,000.00, if the material is used for any other commercial purpose. I agree that I can suffer no damages in excess of these amounts from NBC Universal's use of the Submitted Material or for any other claim with respect to it. Judgment upon the award may be entered in any court having jurisdiction. Although I may commence an arbitration action at law for the sole purpose of (1) enforcing or interpreting this Agreement, or (2) enforcing an arbitration award, my remedy is limited to money damages, and I waive the right to seek any other relief at law or equity with respect to the Submitted Material or this Agreement. Notwithstanding the foregoing, I understand and acknowledge that the entity to which I am providing the Submitted Materials may not be a signatory to the Writers Guild of America Theatrical and Television Basic Agreement.

9. I understand that NBC Universal will not return the Submitted Material, and that I have retained a copy of the Submitted Material. I release NBC Universal from any liability for loss of or damage to the Submitted Material.

10. This Agreement constitutes our entire understanding. Any modification or waiver must be in writing, signed by NBC Universal and me. The invalidity of any provision will not affect the remaining provisions. This Agreement applies equally to any other material that I may submit to NBC Universal, unless agreed to the contrary by NBC Universal and me, in writing, at the time of the submission.

11. No termination of this Agreement and no acts with respect to the Submitted Material (such as returning it to me) will be deemed to affect our respective rights and obligations under this Agreement, and all such rights and obligations shall survive any termination or acts.

Signature	Date
Print Name	
Home Phone	Work Phone
Address	