

Agreement Regarding Submission of Materials

NBC Universal, Inc.

30 Rockefeller Plaza
New York, NY 10112

100 Universal City Plaza
Bldg. 1320, Suite 3C
Universal City, CA 91608

NBC Universal appreciates your interest in participating in the NHMC Writers Program. 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 participation in the program, 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 (Name):
Titles: 1.
2.
3.
4.

Agreement

I have volunteered to participate in the NHMC Writers Program sponsored by NBC Universal (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, 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 supersede this Agreement with regard to the specific material or my services.

7. I agree that I must give you written notice by certified or registered mail to the NBC Universal Law Department at either 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 30 calendar days after I acquire knowledge of the claim. Notwithstanding the foregoing, I must commence a formal arbitration proceeding pursuant to Paragraph 8 below within six months after the date of your alleged first use of the Submitted Material; my failure to do so within that six-month period shall be deemed an irrevocable waiver of any rights I might have with respect to any claim against you.

8. This Agreement shall be interpreted under the internal, substantive laws of the State of New York without regard to the conflicts of law provisions thereof. Except to the extent prohibited by any applicable collective bargaining agreement, any controversy arising between us as to the Submitted Material, or otherwise relating to this Agreement, shall be conclusively determined by arbitration as provided by New York law and the rules of JAMS, and our arbitrator will be an attorney who is licensed to practice law in New York or a retired judge and mutually selected by us. If we cannot agree on an arbitrator within the time limits set by the rules of JAMS, we shall accept any attorney who is licensed to practice law in New York or any retired judge designated by JAMS. The arbitrator shall agree to arbitrate the controversy in accordance with the JAMS Streamlined Arbitration Rules and Procedures, or any subsequent versions in effect at the time the arbitration is commenced. The arbitrator's decision and authority 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 in effect as of the date hereof, 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 in or as the basis of a national network broadcast or cable program or an online, electronic, interactive or internet program; (2) \$5,000.00 if the material is used in or as the basis of a program exhibited only on your 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 your use of the Submitted Material or for any other claim with respect to it. I understand that my sole remedy in any arbitration or any other proceeding relating to this Agreement or the Submitted Material is money damages; in particular, I expressly waive the right to seek any other relief at law or equity (including, without limitation, injunctive relief) with respect to the Submitted Material or this Agreement. Judgment upon an arbitration award may be entered in any court having jurisdiction. I may only commence an action at law for the sole purpose of enforcing an arbitration award. 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 have retained a copy of the Submitted Material, and I release you from liability for loss of or damage to the Submitted Material.

10. This Agreement constitutes our entire understanding with respect to its subject matter. Any modification or waiver must be in writing, signed by both of us. The invalidity of any provision will not affect the remaining provisions. This Agreement applies equally to any other material that I may submit to you, unless agreed in writing to the contrary at the time of the submission.

11. No termination of this Agreement, and no acts with respect to the Submitted Material (such as your returning it to me) will be deemed to affect our respective rights under this Agreement (including those as to amount of compensation, agreement to arbitrate, and time for bringing any action), and all rights will survive any termination or acts.

<i>(Author: Please provide all information requested below.)</i>	
Name (Signature)	Date
Address	Phone Number
	Email Address

Form of material (i.e., written or in-person pitch, screenplay or teleplay, treatment or story, novel, short story, play, format for TV series, CD, MP3 file, Wave file, etc.): _____

Principal Characters (if applicable): _____

Summary of theme or plot (if applicable): _____

Has the material (written or musical) been registered with the U.S. Copyright Office? Yes/No (circle one)

If so, please provide the following information: Reg. Date: _____ Reg. No.: _____

Has any written material been registered with the WGA? Yes/No (circle one)

If so, please provide the following information: Reg. Date: _____ Reg. No.: _____

If submitting musical material, is the composer affiliated with any Performance Rights Organization (i.e., ASCAP, BMI, or SESAC)? Yes/No (circle one) If yes, which one? _____