

# Agreement Regarding Submission of Materials and Agreement to Arbitrate

NBCUniversal Media, LLC

30 Rockefeller Plaza  
New York, NY 10112

100 Universal City Plaza  
Universal City, CA 91608

NBCUniversal appreciates your interest in participating in the NHMC Writers Program. In accordance with its policy regarding the submission of material which may include basic or detailed ideas, program formats, storylines, literary material, musical material, audio, video and film works, titles and performances, for our use. Because we receive many submissions that are similar to other ideas already under consideration, it is our policy to decline to consider any material unless the person submitting it has completed and signed the Agreement below. **Please review the entire Agreement, and do not submit to us any material that you deem to have a value in excess of the limits specified in Paragraph 8 below.** Please complete and sign this Agreement in the spaces provided, return the original to us, and retain a copy for your records.

## YOUR SUBMISSIONS WILL NOT BE RETURNED.

<b>Submitted By (Name):</b>
<b>Titles: 1.</b>
<b>2.</b>

## Agreement Including Arbitration Provision

Dear NBCUniversal:

I have volunteered to participate in the **NHMC Writers Program** sponsored by NBCUniversal (the "Program"). In that regard, accordance with NBCUniversal policy concerning submission of ideas and other material, I am today voluntarily submitting to NBCUniversal Media, LLC, its parent, subsidiary, and affiliated entities (including, without limitation, entities which comprise its portfolio of broadcast and cable networks, streaming platforms and content producing studios, specifically, Universal Studios Group (Universal Television, Universal Content Productions, Stamford Media Center & Productions, NBCUniversal International Studios), NBCUniversal Television and Streaming (NBC, Bravo Media, E! Entertainment, Oxygen Media, Peacock Kids, SYFY, Universal Kids, USA, Peacock, NBCUniversal Television Distribution), DreamWorks Animation, Telemundo Enterprises, NBC Owned Television Stations, NBCUniversal Sports Group, and NBCUniversal Television Studio Digital Development), NBCUniversal News Group, including MSNBC, CNBC, NBC News Studios, and any entity which may produce programming for any of the foregoing (collectively, "you") my material summarized on the following page and any other material I may submit to you (collectively, the "Submitted Material"):

1. I understand and agree that NBCUniversal 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. NBCUniversal has not hired or otherwise retained me, in any way, to create or submit the Submitted Material. I understand that NBCUniversal 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 NBCUniversal has not promised to license or otherwise acquire the rights to any of the Submitted Materials other than those rights I grant in Paragraph 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 NBCUniversal 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 NBCUniversal in any different position from any other member of the public with respect to the Submitted Material. Accordingly, NBCUniversal may use any part of the Submitted Material that any member of the public freely could use without liability to me.

4. NBCUniversal 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, or any future talent development programs. Without in any way limiting the foregoing, I agree that NBCUniversal 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 NBCUniversal, 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 NBCUniversal may use portions of the Submitted Material or

any performances thereof in promotions for the Program, and any future programs.

5. I declare that all of the important features and elements of the Submitted Material are summarized on the second page of this form and any of its attachments or enclosures, and that I have disclosed no other important features or elements to NBCUniversal. I warrant that I have originally created the Submitted Material and that the Submitted Material is free from all claims or encumbrances and that no one else to my knowledge has any right to it. I believe the Submitted Material and its features and elements to be unique and novel. However, I recognize that other persons, including NBCUniversal's own employees, may have submitted to NBCUniversal or others, or made public, or may in the future create and submit, or make public, similar or identical material that NBCUniversal may have the right to use, and I understand that I will not be entitled to any compensation because of NBCUniversal's use of other similar or identical material. I understand and agree that NBCUniversal's use of material containing features or elements similar or identical to those contained in the Submitted Material will not obligate NBCUniversal to negotiate with me or entitle me to any compensation if NBCUniversal have an independent legal right to use that other material (for example, because the features or elements are not new or novel, were not originated by me, or were or may hereafter be independently created and submitted by other persons, including NBCUniversal's employees). Any portion of the Submitted Material that, in accordance with the preceding sentence and Paragraph 3 above, NBCUniversal is entitled to use without obligation to me is referred to herein as "Unprotected Material." Any portion of the Submitted Material that does not constitute Unprotected Material is referred to herein as "Protected Material."

6. I understand that pursuant to the terms of this Agreement, NBCUniversal does not promise to license or acquire any rights to the Submitted Material other than those rights set forth in Section 4, above, or to hire or otherwise retain me for my writing services in the future. NBCUniversal does agree to have an employee consider the Submitted Material. If NBCUniversal wants to use any Protected Material in any manner other than those described in Section 4 above, or if NBCUniversal 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 usage or any such potential future arrangements and enter into separate agreements that would supersede this Agreement with regard to those specific material or my services.

7. I agree that I must give NBCUniversal written notice by certified or registered mail to the NBCUniversal 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 NBCUniversal's 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 NBCUniversal.

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 NBCUniversal's owned stations; or (3) \$500.00 if the material is used for any other commercial purpose. I agree that I can suffer no damages in excess of these amounts from NBCUniversal's 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 acknowledge and agree that if I reference or include a link to my website(s) or my social media profiles or platforms in or in connection with the Submitted Material, all of the material on such website(s) and social media profiles and platforms will be considered Submitted Material for the purposes of this Agreement and will be governed by the terms and conditions of this Agreement.

10. I have retained a copy of the Submitted Material, and I release NBCUniversal from liability for loss of or damage to the Submitted Material.

11. 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 NBCUniversal, unless agreed in writing to the contrary at the time of the submission.

12. No termination of this Agreement, and no acts with respect to the Submitted Material (such as NBCUniversal's 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.

(Author: Please provide all information requested below.)

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 \_\_\_**

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

**Has any written material been registered with the WGA? Yes \_\_\_ No \_\_\_**

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? \_\_\_\_\_