

# Agreement Regarding Submission of Materials and Agreement to Arbitrate

NBCUniversal Media, LLC

30 Rockefeller Plaza  
New York, NY 10112

100 Universal City Plaza  
Bldg. 1440, Suite 1600  
Universal City, CA 91608

NBCUniversal appreciates your interest in being a participant in the **Diversity Writers' Scene Showcase** through NBC's Diversity Initiative. In accordance with its policy regarding the submission of materials (including ideas, videotapes, and literary material), NBCUniversal must decline to consider any submitted materials unless the person submitting them has signed the Agreement below. Please fill out and sign in the space provided and return a copy to NBCUniversal, along with your submissions.

**YOUR SUBMISSIONS WILL NOT BE RETURNED.**

**Submitted By:**

**Title:**

## Agreement Including Arbitration Provision

Dear NBCUniversal:

I have volunteered to participate in a **Diversity Writers' Scene Showcase** organized by NBCUniversal's Diversity Initiative (the "**Showcase**") and sponsored by NBCUniversal Media, LLC. In that regard, I am voluntarily submitting to NBCUniversal Media, LLC, its parent, subsidiary, and affiliated entities (including, without limitation, NBC West, Universal Television, USA Cable Entertainment, Syfy, Universal Cable Productions, Universal Network Television, Bravo Media, Oxygen Media, E!, Esquire, Wilshire Studios, Cloo, Chiller, Sprout, MSNBC, CNBC, Peacock Productions, Stamford Media Center & Productions, Telemundo, mun2, Telemundo Internacional, NBC Owned Television Stations, and NBCUniversal Television Studio Digital Development), and any entity which may produce programming for any of the foregoing) (collectively, "**NBCUniversal**"), the material described on the final page of this Agreement, and, if I am chosen to participate in the Showcase, any additional material that I submit during the course of or in connection with the Showcase (individually and collectively, the "Submitted Material"), pursuant to the following agreement:

1. I understand and agree that NBCUniversal will make all decisions regarding participation in the Showcase in its sole discretion, without any limitation whatsoever, including, without limitation, whom to select for the Showcase. I understand that I may not be selected for the Showcase and that by submitting the Submitted Material I am not guaranteed to be part of the Showcase or any future showcases.

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 compensation for creating or submitting the Submitted Material, for executing this Agreement, for participating in the Showcase, 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 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 Showcase (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, likeness, and other indicia of my identity in any and all media now known or hereafter devised, throughout the universe, and in perpetuity, in connection with the Showcase, the Diversity Initiative, or any future showcases. 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, may distribute the Submitted Material and any performances thereof to agents, producers, and others in connection with the Diversity Initiative, and may use the Submitted Material and any performances thereof to determine whether to invite me to participate in any other Diversity Initiative program. I also agree that NBCUniversal may use portions of the Submitted Material or any

performances thereof in promotions for the Showcase, the Diversity Initiative, and any future showcases or programs. Notwithstanding the preceding sentences, I shall have the right to terminate NBCUniversal's rights to use the Submitted Material as set forth in this paragraph at any time after two (2) years from the date of this Agreement, upon written notice addressed to the NBCUniversal 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.

5. I warrant that I have originally created the Submitted Material, that no one else to the best of 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 NBCUniversal's own employees, may have submitted to NBCUniversal or others, or made public, or may in the future originate 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 in any manner. I understand and agree that NBCUniversal'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 NBCUniversal to negotiate with me nor entitle me to any compensation if NBCUniversal determines that it has an independent legal right to use that other material for any reason.

6. I understand that NBCUniversal 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 NBCUniversal 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 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 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 NBCUniversal written notice, by certified or registered mail to the NBCUniversal 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 Paragraph 8, below, within six (6) months after the date of NBCUniversal'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 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 out of, relating to, or concerning in any way this Agreement, or NBCUniversal's use of the Submitted Material, shall be conclusively determined by arbitration as provided by New York law and the JAMS Streamlined Arbitration Rules and Procedures (or subsequent versions thereof). The arbitrator in any such arbitration shall be an attorney who is licensed to practice law in New York or a retired judge and mutually selected by us, or, if we cannot agree on an arbitrator within the time limits set by the rules of JAMS, we shall accept any licensed attorney who is licensed to practice law in New York or any retired judge designed 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 NBCUniversal-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 NBCUniversal'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 NBCUniversal will not return the Submitted Material, and I represent and warrant that I have retained a copy of the Submitted Material. I release NBCUniversal 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 NBCUniversal 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 NBCUniversal, unless agreed to the contrary by NBCUniversal 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.

12. 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 my website 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.

Signature	Date
Print Name	
Home Phone	Work Phone
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.: \_\_\_\_\_