

Unity Productions Foundation

Submission Release

The following shall constitute a release (the "Release") by _____ (Submitter) with regard to the submission of a documentary proposal entitled _____ (the "Material(s)") for review by Unity Productions Foundation ("UPF"). Submitter understands and agrees that the execution of this Release is a prerequisite to UPF review of any materials submitted. All references herein to UPF shall include any related entities as well as UPF's directors, officers, agents, employees, subcontractors, consultants, volunteers, lessees, licensees, successors and assigns.

In consideration of UPF's review of the Material, Submitter hereby agrees as follows:

1. Submitter understands and agrees that UPF does not undertake to consider the Material in confidence. Submitter acknowledges that UPF must disclose the Material to various employees and possibly even to those outside UPF's employ, to determine the Material's value. It is understood that no confidential relationship is entered into by reason of UPF's consideration of the Materials or by reason of discussions at any time between UPF and Submitter.
2. Any submission to UPF is made with the understanding that UPF shall give the Material such consideration as it merits in UPF's sole and final judgment, and UPF is under no obligation to Submitter whatsoever to use the Material. UPF is under no obligation to release to Submitter either any details of UPF's actions in connection with the Material or any information regarding UPF's activities in the field to which the Material pertains.
3. Consideration of the Material is not an admission by UPF of the novelty, propriety or originality of the Material. UPF shall not be obligated to further consider a Submitter's Material or to negotiate with or enter into an agreement with Submitter pertaining to the Material.
4. Any parts of the Material that are solely owned and controlled by Submitter pursuant to 15 U.S.C.A. 1051 et seq. and/or protected by copyright for the benefit of Submitter pursuant to 17 U.S.C.A. 101 et seq. (collectively, the "Statutes") shall be deemed protected materials for the purpose of this Release and UPF claims no ownership in such protected materials by virtue of this Release.
5. Submitter hereby represents and warrants that:
 - a) Submitter is the sole originator of the Material, that the Material is solely owned by Submitter and that no other person, firm or corporation has any right, title or interest therein or thereto.
 - b) Neither the Material nor UPF review or use thereof shall violate any personal or property rights of any third party including, but not limited to, rights of droit moral, privacy, publicity, copyright, trademark, or other intellectual property rights, nor shall the Material or UPF's review or use thereof constitute defamation, libel or slander against any third party.

- c) Submitter has the full right and authorization to submit the Material to UPF upon all of the terms and conditions herein stated.
 - d) No persons other than those signing below or executing a separate but contemporaneous Release with respect to the Material have collaborated with Submitter in creating the Material, nor do any persons other than those signing below have any rights in such Materials inconsistent with Submitter's agreement hereunder.
 - e) Submitter has fully read and understands and agrees to this Release.
6. Submitter agrees to indemnify, defend and hold harmless UPF and its Related Entities from and against any claim, loss, obligation, liability or expense including reasonable attorney's fees that may be asserted against or incurred by UPF in connection with the Material submitted hereunder, any use of such Material by UPF or any breach of any representation, covenant or warranty made by Submitter hereunder.
 7. The Material has not been previously disclosed to UPF, and UPF has not made any prior inducements, promises or representations to Submitter regarding the Material. This Release constitutes the entire understanding of Submitter and UPF as of the date hereof. No other agreement, written or oral, expressed or implied, exists between Submitter and UPF with respect to the Material. Any modification or waiver hereunder or termination hereof must be in writing and signed by both Submitter and UPF. The invalidity of any provision hereof shall not affect the remaining provisions. The representations, warranties and indemnities herein shall survive the termination, execution, completion or expiration of this Release.
 8. Submitter has retained a copy of the Material and agrees that UPF shall not have any obligation to return the submitted copy of the Material to Submitter and that UPF shall be under no obligation for any loss or damage of such copy.

AGREED & ACCEPTED:

SUBMITTER:

Print Name: _____

Title: _____

Signature: _____

Date: _____

Company Name: _____

Address: _____

City/State/ZIP: _____

Telephone No.: _____ Fax : _____

Email: _____