

# SCREENWRITERS' LAB

FilmBazaar Screenwriters' Lab | Children's Screenwriters' Lab



## UNDERTAKING

I hereby accept the terms and conditions of the Screenwriters' Lab. In the event that my script is selected for the workshop, I \_\_\_\_\_ shall confirm that:

1. I am an adult Indian national.
2. I am the sole author of the submitted synopsis / storyline titled \_\_\_\_\_ in \_\_\_\_\_ language (hereinafter referred to as "**Synopsis**") and will be the sole representative to travel for the Screenwriters' Lab with regard to the Synopsis.
3. I will be the sole representative of the project and will be the one travelling for the workshops.
4. In the event the Synopsis submitted by me is selected, I shall develop a detailed screenplay / script based on the approved Synopsis (hereinafter referred to as "**Script**") and submit the same along with step outline to NFDC-Film Bazaar within the timelines prescribed by NFDC Film Bazaar.
5. The Synopsis, Script and step outline shall be collectively referred to as "Literary Work(s)" hereinafter.
6. I agree and acknowledge that I am participating in NFDC-Film Bazaar voluntarily, with free-will and consent.
7. I am able to travel for all sessions of the 2016 Screenwriters' Lab and will ensure that any paperwork required for the same will be duly processed by myself.
8. I understand that NFDC-Film Bazaar will only pay for my travel to and from the venues of the Screenwriters' Lab 2016 but not for the Visa fees, travel insurance, any travel required for obtaining the Visa and the sessions conducted in Mumbai.
9. I understand and accept that once the Synopsis submitted by me is selected / approved for the Screenwriters' Lab 2016, NFDC-Film Bazaar will have first and exclusive charge and lien on approved Synopsis and the Script developed / to be developed by me based on the Synopsis. I expressly agree and acknowledge that without prior written consent from NFDC-Film Bazaar, I shall not be entitled to sell, assign, transfer, create lien, encumbrance or any other right in favour of third party on the Synopsis and/or the Script.



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10. I understand that upon selection of the Synopsis, I am obliged to develop the Script based on the Synopsis and submit the same along with the step outline to NFDC-Film Bazaar within the prescribed timelines. I shall also be obliged to remain present for all the sessions of the Screenwriters' Lab.

11. In the event that I participate only in the first session of the Screenwriters' Lab and/or do not submit the revised Script within the prescribed timelines for the second session of the Screenwriters' Lab without taking prior written permission from NFDC-Film Bazaar or I am disqualified to participate in the second session of the Screenwriters' Lab due to non compliance with rules and regulations, then without prejudice to rights and remedies of NFDC-Film Bazaar in law and equity and remedies contemplated in paragraph (10) above, I shall be liable to make payment of INR 1,00,000/- [Rupees One Lakh only] to NFDC-Film Bazaar towards ascertained damages.

12. I understand that this is not a contest and there are no prizes or awards.

13. I understand that in the event my Literary Work(s) is selected for the Screenwriters' Lab 2016, the project documents submitted by myself to NFDC-Film Bazaar may be rendered accessible to the third-party partners and evaluation committees associated with NFDC-Film Bazaar as well as to the participants and consultants participating in the Screenwriter's Lab for which I consent to the same.

14. If the project document(s) asked for is sent to the aforementioned parties electronically via e-mail, as an applicant, I am aware of and understand the risks associated with electronic correspondence by e-mail. In particular, e-mail can be unwittingly lost or read, received, copied or falsified by outside parties, which may result in considerable damage. I allow NFDC-Film Bazaar to conduct written email correspondence relating to the above mentioned evaluation and to all matters associated with the Screenwriters' Lab 2016, as well as to send project documents by e-mail, with both the applicant as with the consultants participating in the Screenwriter's' Lab 2016.

15. I understand and agree that the NFDC-Film Bazaar is / will not be responsible for submissions that are lost, stolen or damaged while in transit.

16. I will submit the final Script which is the outcome of the Screenwriters' Lab 2016 to NFDC-Film Bazaar for record purposes.

17. I will register my script with a recognized film writers' association before submitting the same to NFDC-Film Bazaar.

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18. I agree and acknowledge that NFDC-Film Bazaar is a market to enable film industry professionals to promote their projects and make valuable business contacts in the emerging film market of South Asia. I further agree and acknowledge that the role of NFDC-Film Bazaar in holding and organizing the NFDC-Film Bazaar is limited to providing a platform to the professionals in their interest and for the purpose specified above. Therefore, I agree and undertake that if I will have any dispute in relation to my script submitted to NFDC-Film Bazaar, including but not relating to infringement of copyright or otherwise, I will not make any claim against NFDC-Film Bazaar in this regard and will initiate claim only against the concerned person / individual before the appropriate forum.

19. The Literary Work(s) are / will be original work under the Copyright Act 1957 and will not infringe any right including but not limited to copyright and/or right of privacy of a third party. The Literary Work(s) or any part thereof will not be defamatory and/or against public policy in any manner whatsoever.

20. I am / will be the sole and exclusive owner of all rights including but not limited to copyright in the Literary Work(s). There is / will be no lien, encumbrance and/or third party right on the Literary Work(s).

21. I represent and warrant that I have full power and authority to provide this undertaking and that I have not entered into and shall not enter into any agreement or arrangement which will inhibit or restrict my performance of the terms and conditions stated herein;

22. I will comply with all the publicity and promotional obligations required by NFDC-Film Bazaar in connection with the Literary Work(s).

23. NFDC-Film Bazaar Screenwriters' Lab requires the following contractual credit acknowledgements:

a) NFDC Film Bazaar logo in the credits of the film, poster and all publicity material once finalized. [Appropriate resolution logo will be provided.]

b) The following text in opening credit sequence :

“Developed within the NFDC Film Bazaar Screenwriters' Lab (year)”

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24. I will waive each and every right of intellectual property regarding any (creative) contribution, if any, made by me to Projects of fellow participants within the Screenwriters' Lab programme.

25. I will waive each and every right to a credit of my name and/or any remuneration or other consideration with respect to the Projects of fellow participants.

26. I will inform and update NFDC-Film Bazaar of all production developments that ensure in connection with the script that I submit upon completion of the Screenwriters' Lab including but not limited to a change in name or title registration, interest from a producer apart from the one listed on this form if any, or others.

27. If I am accepted for the Screenwriters' Lab 2016, I agree to sign a legal letter adhering myself to the above and additional agreements / documents including but not limited to, lien, confidentiality, credits and waiver and should I refuse to do so I understand that I will not be allowed to participate in the Screenwriters Lab until I execute all such documents as may be required by the Screenwriters' Lab and will be held liable to NFDC-Film Bazaar for misrepresenting myself and for the loss of time and opportunity to another candidate or participant.

28. I will keep confidential all Project related information of fellow participant(s) and not disclose it to any person, except (a) as required by law, or (b) with the prior written consent of the participant(s).

29. In the event that the above script/screenplay is sold to a producer/studio/investor by me, or is translated into a film by the producer/studio/investor, I agree to reimburse NFDC a sum of INR 1,50,000 (One lac fifty thousand only) as deferred participation fees for the Lab. I also understand that the first and exclusive charge and lien that NFDC has on the synopsis/script that I write will not be lifted till the above mentioned amount is paid to NFDC. The lien/charge will be lifted once the participant has successfully completed the Labs and paid the above mentioned amount as deferred participation fees towards the Lab. Even though the lien/charge has been lifted post the completion of these 2 tasks, the participant will be liable to provide the above mentioned contractual credits/acknowledgements in the credits and all publicity materials of the film.

30. NFDC-Film Bazaar reserves the right to change Terms & Conditions of the programs without prior intimation and I hereby agree to be unconditionally and completely bound by the revised Terms & Conditions.

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31. I hereby indemnify and agree to keep NFDC-Film Bazaar indemnified against all claims, penalties, losses, damages, liabilities, costs or expenses (including attorneys' fees and other dispute resolution costs) and compensation ("Loss") that may be incurred by NFDC-Film Bazaar arising out of, involving or relating to, either directly or indirectly, any inaccuracy in any of my representations or warranties or any breach of any covenant or obligation set forth in this Agreement.

32. Rights of admission reserved.

Name of the Writer:

Date: