

# NFDC FILM BAZAAR ONLINE

20 NOVEMBER, 2021



## UNDERTAKING

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### CO-PRODUCTION MARKET

1. By submitting the application, the applicant agrees to the Undertaking Statement adjoined with the application.
  
2. The applicant confirms, undertakes and agrees that in the event the applicant's project is selected by NFDC Film Bazaar, the applicant shall not be entitled to release his film based on the said project ("Film") without 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 –

"Supported by NFDC Film Bazaar Co-Production Market 2021"

Or

"Developed in cooperation with NFDC Film Bazaar Co-Production Market 2021"

Appropriate resolution logos will be sent on request.

Fulfilling this condition is a prerequisite for the project's eventual release on any distribution platform. Failure to do so will attract a penalty of Rs.1,50,000/- (Rupees One Lac Fifty Thousand only).

3. The applicant agrees to hand over a DVD copy of the finished Film along with one of each publicity material used prior to the release of the film to enable NFDC Film Bazaar to ascertain that the credits and placement of the NFDC Film Bazaar logo is accurate. In the event NFDC Film Bazaar intimates to the Applicant in writing to change the credits or placement of the NFDC Film Bazaar logo, then the applicant shall be bound to carry out such changes. The applicant agrees and understands that NFDC Film Bazaar shall be entitled to seek injunctive reliefs against the Film in the event of the applicant's breach of this obligation to accord NFDC Film Bazaar with appropriate credits as directed by NFDC Film Bazaar.
  
4. NFDC Film Bazaar reserves the right to use the title, publicity material, and digital film clip of a selected project for promotional purposes.

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5. The project documents submitted by the applicant to NFDC Film Bazaar along with the Story Outline/Treatment may be rendered accessible to the third-party partners and evaluation committees associated with NFDC Film Bazaar as well as to the consultants participating in the Co-Production Market.
6. The project documents may be asked for and sent to the aforementioned parties electronically by email. The applicant is aware of and understands the risks associated with electronic correspondence by email. In particular, email can be unwittingly lost or read, received, copied or falsified by outside parties, which may result in considerable damages. The applicant allows NFDC Film Bazaar to conduct written email correspondence relating to the above-mentioned evaluation and to all matters associated with the Co-Production Market, as well as to send project documents by email, with both the applicant and with the consultants participating in the above-mentioned Co-Production Market.
7. 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. 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. The applicant agrees and undertakes that in case of a dispute in relation to the project submitted to NFDC Film Bazaar, with any third party including but not limited to Intellectual Property Rights infringement claims or otherwise, the applicant 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.
8. NFDC Film Bazaar reserves the right to shorten and/or edit the text for the purpose of publication of selected projects in the NFDC Film Bazaar Catalogue as well as on its website, which will be accessible to all the NFDC Film Bazaar Delegates, at its discretion.
9. By submitting the Co-Production Market application form the applicant hereby certifies, with regards to all third parties involved, that he/she has read and understood the regulations and information listed, that he/she is legally authorized to submit the project for Co-Production and that the information given by the applicant is true and correct. The applicant indemnifies NFDC Film Bazaar and NFDC against any claims to the contrary.
10. The decision of NFDC Film Bazaar on selection of an application will be final and binding.
11. NFDC Film Bazaar reserves the right to invite a project.
12. NFDC Film Bazaar reserves the right to change Terms & Conditions of the programs without prior intimation.

13. Rights of admission reserved.

14. All disputes pertaining to this application shall be finally settled by arbitration in accordance with the Indian Arbitration & Conciliation Act, 1996, by referring the matter to the Sole Arbitration of the Chairman of NFDC whose decision shall be final and binding upon the parties and the venue of the said arbitration shall be in Mumbai and the courts in Mumbai alone will have jurisdiction in the matter. The proceedings of arbitration shall be conducted in English language.