

## NFDC SCREENWRITERS' LAB 2021 UNDERTAKING

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By applying to the NFDC Screenwriters' Lab 2021, I do hereby agree and undertake the following terms and conditions and its amendments thereon.

1. I confirm that I am participating in NFDC Screenwriters' Lab 2021 voluntarily, with free will and consent.
2. I am an Indian citizen, residing in India.
3. I am the sole author of the submitted synopsis / storyline/ script titled \_\_\_\_\_ in \_\_\_\_\_ language (hereinafter referred to as "Synopsis") and will be the sole representative to attend the NFDC Screenwriters' Lab 2021 with regard to the Synopsis.
4. In the event I am selected for NFDC Screenwriters' Lab 2021, I shall develop and submit a detailed script draft to the NFDC Screenwriters' Lab as per the timelines prescribed by NFDC.
5. The Synopsis, Script and step outline shall be collectively hereinafter referred to as "Literary Work(s)".
6. In the event that I am selected for the NFDC Screenwriters' Lab 2021, I shall make myself available to attend the online sessions of the NFDC Screenwriters' Lab 2021, as specified by NFDC and shall ensure that any paperwork required for the same shall be duly processed by me.
7. In the event I am selected for the NFDC Screenwriters' Lab 2021, I agree that NFDC shall only bear my to and fro travel expenses to the venues of the Screenwriters' Lab 2021 as stipulated in the Rules & Regulations of the Screenwriters' Lab.
8. I hereby expressly agree and abide that once my Synopsis is selected, I shall not agree to sell, assign, transfer, create any lien, encumbrance or any other rights whatsoever in nature in favor of any third party/person/s on the Synopsis and/or the Script without the prior written consent of NFDC Screenwriters' Lab.
9. Upon selection, I agree to remain present for all the sessions of the NFDC Screenwriters' Lab 2021.

10. In the event I participate in the first session of the NFDC Screenwriters' Lab 2021 and/or do not submit the revised Script/Step-outline within the prescribed timelines set for the second session of the NFDC Screenwriters' Lab 2021 without taking prior written consent from NFDC or in the event I am disqualified to participate in the second session of the NFDC Screenwriters' Lab 2021 due to non-compliance of NFDC rules and regulations, then without prejudice to rights and remedies of NFDC in law and equity and remedies as contemplated in paragraph (8) above, I shall be liable to make payment of INR 2,00,000/- [Rupees Two Lakhs only] to NFDC - towards ascertained damages.
11. I agree and confirm that NFDC Screenwriters' Lab 2021 is not a contest and there are no prizes or awards instituted for the same.
12. I agree and confirm that the project document(s) submitted by me to NFDC may be rendered accessible to the third-party partners and evaluation committees associated with NFDC as well as the participants and consultants participating in the Screenwriter's Lab.
13. In the event the project document(s) called upon is sent to the aforementioned parties electronically via email, as an applicant, I am aware of the consequences and the risks involved with electronic correspondence by email. Particularly the transmitted messages can be unwittingly lost or read, received, copied or falsified by outside parties, which may result in considerable damage. I shall allow NFDC to communicate written email correspondence relating to the above mentioned evaluation and to all matters associated with the NFDC Screenwriters' Lab 2021, as well as to send project documents by email, both with the applicant as well with the consultants participating in the Screenwriter's' Lab 2021.
14. I agree and confirm that the NFDC will not be responsible for the submissions that are lost, stolen or damaged during transit.
15. Once selected, I agree and confirm to submit the final Script, which is the outcome of the Screenwriters' Lab 2021 to NFDC for record purposes.
16. I agree and confirm that before submitting the script to NFDC I shall get the script registered with Screenwriters Association at my cost.
17. I agree and confirm that NFDC 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 confirm that the role of NFDC is limited to holding and organizing a platform for the professionals in their interest and for the purposes specified above. Therefore in view of the above, I agree and confirm that if any dispute arises in relation to my script submitted to NFDC, including but not relating to infringement of Copyright or otherwise, I shall not to be entitled to make any relief /claim against NFDC

and shall only initiate claim against the concerned person/s individually before the appropriate forum for which NFDC- shall not be liable for the same.

18. The Literary Work(s) are / shall be original work under the Copyright Act 1957 and its amendments thereon 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 shall not be defamatory and/or against public policy in any manner whatsoever.
19. I am the sole and exclusive owner of all rights including but not limited to Copyright in the Literary Work(s) and there is / shall be no lien, encumbrance and/or third party right created on the Literary Work(s).
20. 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 shall inhibit or restrict my performance of the terms and conditions stated herein.
21. Once selected I shall comply with all the publicity and promotional obligations required by NFDC - in connection with the Literary Work(s).
22. Upon selection, I agree and confirm that NFDC Screenwriters' Lab 2021 requires the following contractual credit acknowledgements -
  - a) NFDC logo shall be displayed in the credits of the film, poster, trailer and all other publicity material once finalized. Appropriate resolution logo will be provided.
  - b) The following text shall be displayed in the Opening Credit sequence – **“Developed within the NFDC Screenwriters' Lab 2021” along with the logo of NFDC and Film Bazaar.**
23. Once selected, I agree and confirm to waive each and every right of intellectual property including any (creative) contribution, if any, made by me to the Projects of fellow participants within the NFDC Screenwriters' Lab programme.
24. Once selected, I agree and confirm to waive each and every right to the credit of my name and/or any remuneration or other consideration with respect to the Projects of fellow participants.
25. Once selected I agree to inform and update NFDC of all production developments that ensue in connection with the script that I submit upon completion of the NFDC Screenwriters' Lab 2021 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.

26. Once selected, I agree and confirm to undertake to sign any additional documents adhering myself to the above, including but not limited to, lien, confidentiality, credits and waiver and should I refuse to do so, I agree and confirm that I shall not be allowed to participate in the NFDC Screenwriters' Lab 2021 until I execute all such documents as may be required by the Screenwriters' Lab and shall be held liable to NFDC for misrepresenting myself and for the loss of time and opportunity to another candidate or participant.
27. Once selected, I agree and confirm to keep confidential all Project related information of fellow participant(s) and shall not disclose it to any person, except (a) as required by any court order, or (b) with the prior written consent of the participant(s).
28. Once selected, I agree and confirm that in the event 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 and confirm to reimburse NFDC a sum of **INR 2,00,000** (Two lakhs only) as deferred participation fee for the Lab. I also further agree and confirm that the first and exclusive charge and lien that NFDC has on the synopsis/script shall not be lifted till the above-mentioned amount is paid and received by NFDC. The lien/charge shall be lifted forthwith once the participant has successfully completed the Labs and paid the above mentioned amount as deferred participation fees towards the Lab. Irrespective of whether the lien/charge has been lifted post on completion of the above two (2) tasks, the participant shall be liable to provide the above mentioned credits/acknowledgements in the opening credit sequence and all publicity materials of the film.
29. NFDC- reserves the right to amend the Terms & Conditions of the programs without prior intimation and I agree and confirm to be bound unconditionally and completely by the revised Terms and Conditions.
30. I hereby indemnify and agree to keep NFDC- 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 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.
31. Rights of admission reserved.