

# INDIA FILM PROJECT SEASON X

## CREATOR'S AGREEMENT - 7 DAY SCRIPTWRITING CHALLENGE

This is an agreement between \_\_\_\_\_ (“Participant”) with \_\_\_\_\_ (Creator ID), and the India Film Project, (“IFP”), with respect to Participant’s involvement in the India Film Project 2020 creation of Script pursuant to the terms below. Participant hereby agrees on behalf of him/herself to take part in the India Film Project 2020 ~ Script Writing Challenge (“Project”), being produced by the IFP and scheduled to take place from 5 September – 25 October 2020.

- (1) Participant has read and agrees to abide by, the “Scriptwriting Challenge Rules” (collectively “Official Rules”) of the Challenge. In terms of which are available here <https://indiafilmproject.co/scriptwriting> and by reference made a part hereof. It is understood that IFP reserves the right to disqualify from publishing or exhibition and removes from consideration for awards and prizes any scripts which do not adhere to the Official Rules.
- (2) Participants hereby understand that he/she is responsible for his/her devices/items necessary for participating in the Challenge, and all costs, expenses, damages, and claims related thereto. IFP is providing the event and guidelines in which the parliament is taking part; an opportunity to publish/produce/screen for all qualifying scripts; and a prize for the Challenge Winner.
- (3) Participant hereby affirms that he/she will secure all rights (including without limitation copyright(s) in and to all material included in the script, including without limitation any and all characters, stories In no manner limiting the foregoing. The participant is the sole copyright holder in and to script, and the script does not to the best of Participant’s knowledge (Including what participant should know or have known in the exercise of reasonable prudence) violate the copyright of any person or entity, or defame or infringe upon any rights of any kind of, including the right of privacy, off and person or entity.
- (4) Participant here understands that India Film Project would use the synopsis of the script (with/without being qualified further) for pitching for a different distribution, partnership, and branding purposes with other independent parties.
- (5) Participant understands and accepts the policy of not using/creating any content that is harmful, disrespectful to any person, community or religion or contains violence, hatred, obscenity, or nudity. If done so, it would result in sudden disqualification from the challenge/project.
- (6) If IFP chooses to produce a participant’s script in the future, the Participant would be responsible to get it registered with Screen Writer’s Association. Participant would have to bear all the costs required in the process of registration.
- (7) Any information gathered during your application process of participating in Script Writing Challenge, particularly your application form, agreement, and other personal information shall be subject to the privacy policy available at [Indiafilmproject.co](http://Indiafilmproject.co)
- (8) The Parties agree that the following term shall apply should IFP Produce, Distribute, License, or otherwise assign (“License”) any rights to the script to a third-party license.

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- A. Individual License: Participant shall receive 80% of IFP's net proceeds of fee for selling to the third party with a One-time transaction or for Production and Distribution of script.
  - B. Sponsor License: Notwithstanding the foregoing, in the event the licensee of the script is a sponsor of IFP or the Project ("Sponsor") as determined by IFP, Team Leader will retain no proceeds, if any, from any such license.
- (9) Should Participant receive a Production and distribution offer not initiated by IFP, the Participant may enter the deal provided the following requirements are met: IFP gives authorization in writing with 20% of net earning going to IFP. No such offer will be entertained if IFP sells/licenses the rights to that of Participant.
- (10) The participant has no objection in him/her participating in the Script Writing challenge by India Film Project. If in the future, the participant's story, character, idea is wielded by any third party; IFP would have no role to play in the process.
- (11) Participant hereby acknowledges that participation in the India Film Project 2020: Scriptwriting Challenge is without remuneration or monetary compensation whatsoever. The consideration for participating, although not the obligation by IFP, for future publishing and distribution; and the opportunity for publicity or exposure for being a participant.
- (12) Participant may not assign this Agreement or any of its obligations hereunder without IFP's prior written consent. IFP may freely assign any and all rights and obligations under this Agreement in whole or in part to any other party. The participant acknowledges and agrees that Participant is not an employee or agent of IFP for any purpose, including all tax obligations, but that the parties are contractors independent of one another.
- (13) The validity, interpretation and legal effect of this release and any other agreements into which participant may enter or documents which he/she may execute in connection with the Project/Challenge shall be governed by the laws of the Ahmedabad Court applicable to agreements executed and fully performed under the jurisdiction of Ahmedabad Court. Should any provision hereof be found invalid, in whole or in part, It shall not affect the validity or enforceability of any other provision hereof or of that provision insofar as it is not invalid or unenforceable. Any waiver of any term of this release in an instance shall not be a waiver of such term for the future.
- (14) IFP and its partners and sponsors would not be liable for any special, indirect or consequential damages, without limitation, damages arising under any claim or cause of action, including contract, warranty, strict liability or tort, whether or not IFP has been advised of the possibility of such damages. Furthermore, it is understood that IFP's total liability for any claims and/or causes of action shall not exceed and is limited to, the total amount paid to IFP in entry fees by Participant under this agreement. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy.
- (15) This Release shall bind and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, legal representatives, administrators, executors, and guardians. I represent that I am at least 18 years of age and that if I am under 18 my parent or legal guardian has signed below.
- (16) This agreement shall be governed by Jurisdiction of Ahmedabad Court Only.

I hereby certify that all creative work on my script, including all the writing, editing, occurred during the official competition time period beginning 8 PM of September 05 - 2020 (Saturday) and ending on – 8 PM of September 12, 2020 (Saturday) (Time zone: Indian Standard Time)

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I agree with what-so-ever I have read above, and I agree that it is absolutely true to my knowledge. I, as a Participant, writer takes responsibility for all correct information in this agreement as per my knowledge.

Name: \_\_\_\_\_ Creator ID: \_\_\_\_\_

City: \_\_\_\_\_

Script Title : \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

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