

UNC-TV SUBMISSION RELEASE

This release is made on this the _____ day of _____, 200____ by:
_____ (“Submitter”)

with regard to the submission of a _____
titled, _____ (the “Material”)
for review by the University of North Carolina Center for Public Television (“UNC-TV”). Submitter understands and agrees that the execution of this Release is a prerequisite to UNC-TV’s review of any materials submitted.

In consideration of UNC-TV’s review of the Material, Submitter hereby agrees as follows:

1. Any submission is made with the understanding that UNC-TV shall give the Material such consideration as it merits in UNC-TV’s sole and final judgement. UNC-TV is under no obligation to Submitter to use the Material or to reveal to Submitter any details of UNC-TV’s actions in connection with UNC-TV’s review of the Material.
2. Consideration of the Material is not an admission by UNC-TV of the novelty, propriety, or originality of the Material. UNC-TV shall not be obligated to further consider Submitter’s Material or to negotiate with or enter into an agreement with Submitter pertaining to the Material. However, any use of the Material by UNC-TV will be by separate agreement with Submitter.
3. 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.* shall be deemed protected materials for the purpose of this Release.
4. Submitter understands and agrees that UNC-TV must disclose the Material to various employees, and possibly even to those outside UNC-TV, to determine the Material’s value. It is understood that no confidential relationship is entered into by reason of UNC-TV’s consideration of the Materials or by reason of discussions at any time between UNC-TV and Submitter.
5. Submitter hereby represents and warrants that:
 - a. Submitter is the 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.
 - b. UNC-TV’s review of the Material shall not violate any personal or property rights of any third party including, but not limited to, rights of privacy, publicity, copyright, trademark, or other intellectual property rights, nor shall the Material or UNC-TV’s review thereof constitute defamation, libel, or slander against any third party.

(OVER)

- c. No persons other than those signing below or executing a separate but contemporaneous Release with respect to the Material have any rights in such Materials inconsistent with Submitter's agreement hereunder.
- 6. Submitter agrees to indemnify, defend, and hold harmless UNC-TV from and against any claim, loss, obligation, liability or expense including reasonable attorney's fees that may be asserted against or incurred by UNC-TV in connection with the Material submitted hereunder, or any breach of any representation, covenant, or warranty made by Submitter hereunder.
- 7. This Release constitutes the entire understanding of Submitter and UNC-TV as of the date hereof. Any modification or waiver hereunder or termination hereof must be in writing and signed by both Submitter and UNC-TV. 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 UNC-TV shall not have any obligation to return the submitted copy of the Material to Submitter and that UNC-TV shall be under no obligation for any loss or damage to such copy.

AGREED AND ACCEPTED:

SUBMITTER:

Print Name: _____

Title: _____

Signature: _____

Address: _____

Telephone #: _____

Fax #: _____

E-mail _____