



## **Submission Release for Jewish Writers' Initiative Digital Storytellers Lab**

I am submitting herewith the above referenced pitch or treatment (the "Material") pursuant to the following terms and conditions.

1. I am interested in having Maimonides Fund, LLC ("MF") and its staff, consultants, and advisors (the "Affiliates") evaluate my material. I acknowledge that MF, Affiliates, and others involved with the Jewish Writers' Initiative Digital Storytellers Lab (the "Program") receive many scripts, treatments, ideas, pitches, stories, formats, and suggestions for media projects. I understand that they will not read, accept, and evaluate the Material unless I sign and return this Submission Release.

2. I represent and warrant that I am the Material's author; that I am sole owner of the right, title and interest in and to the Material; that I have the authority to make this submission and to grant the rights being conveyed to MF and Affiliates hereunder; that the Material does not infringe upon a third party's copyright; that the Material does not violate anyone's right of privacy nor is it defamatory. I agree to indemnify MF and its Affiliates, directors, trustees, managers, officers, employees and agents (collectively, "MF Related Parties") and hold them harmless from any claims, losses, judgments, and expenses (including reasonable legal fees and costs) that are incurred by MF, Affiliates, or MF Related Parties due to my breach of the aforementioned warranties and this Submission Release.

3. I understand that this project involves industry professionals who work in video, animation, podcasting, and other media formats, and as such may be developing projects that are similar to the material that I am submitting here. Furthermore, I am also aware that a third party may submit a project to MF that is comparable to mine, which MF may decide to acquire and produce. I therefore acknowledge that MF or the Affiliates may currently or in the future acquire or produce projects that are similar to the Material, but were developed and sourced without reference to my Protected Material (as defined below).

4. I agree that MF or the Affiliates may use any portion of the Material that may be freely used by the public or for which MF or the Affiliates may, currently or in the future, possess ownership or other rights on the same or similar subject. The material which MF is free to use without any obligation to me shall be referred to as "Unprotected Material." If all or any part of the Material is not Unprotected Material because it is protected under copyright law, then it shall be referred to as "Protected Material."

5. I acknowledge that no fiduciary or confidential relationship now exists or will ever exist between me and MF or its Affiliates, directors, trustees, managers, officers, employees or agents by reason of this agreement or submission of the material to MF. No express or implied agreements will exist between me and MF as a consequence of this unsolicited submission or conversations in reference thereto.

6. This agreement shall be governed by the laws of the state of New York.

7. In the event of any dispute concerning the Material or concerning any claim of any kind or nature whatsoever arising in connection with this agreement (including, without limitation, regarding the use or ownership of the Material), such dispute will be determined by binding arbitration before one arbitrator and shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules &

Procedures (the "JAMS Comprehensive Rules") subject to the terms and conditions of this Section 7.

The Expedited Procedures set forth in JAMS Comprehensive Rules 16.1 and 16.2 shall be employed, subject to the terms and conditions of this Section 7. Any reference to a specific JAMS Comprehensive Rule hereunder shall be deemed to refer to any amendment or successor to such Rule. Either party may commence arbitration proceedings by giving the other party written notice thereof, and proceeding thereafter in accordance with the rules and procedures of JAMS. The arbitration shall be conducted in New York, New York and shall be governed by and subject to the laws of the State of New York and the then prevailing rules of JAMS. The arbitrators' award shall be final and binding and a judgment upon the award may be enforced by any court of competent jurisdiction.

8. All notices, requests, demands and other communications under this agreement shall be in writing and shall be deemed to have been duly given (a) on the date of service if served personally on the party to whom notice is to be given; (b) upon acknowledgment of receipt if sent by electronic means to the e-mail address given below; (c) on the Business Day after delivery to Federal Express or a similar overnight courier or the Express Mail service maintained by the United States Postal Service for next Business Day's delivery; or (d) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed, to the party as follows:

If to MF: by email to [contact@jwinitiative.com](mailto:contact@jwinitiative.com)

If to Submitter: at the address set forth below Submitter's name on the signature page hereto.

9. I hereby state that I have read and understand this agreement and that no oral representations of any kind have been made to me and that this agreement states our entire understanding with reference to the subject matter hereof.

Any modification or waiver of any of the provisions of this agreement must be in writing and signed by both me and MF.

Submitter:

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Mailing Address for Notices:

\_\_\_\_\_

Email for Notices: \_\_\_\_\_