



## Non-Disclosure Agreement

### BFilm Micro “Augmental” project

Date: March 21<sup>st</sup> 2016

**Parties:**

BFilm Micro c/o Andy Conway, Curzon Building, CZ405, Birmingham City University, 4 Cardigan Street, Birmingham B4 7BD.

and:

[ YOUR NAME ] of [ YOUR ADDRESS ]

1. Each of the parties to this Agreement intends to disclose information regarding the **Augmental feature film story outline** (the Confidential Information) to the other party for the purpose of discussing the possibility of the parties entering into a joint venture (the Purpose).
2. Each party to this Agreement is referred to as ‘the Recipient’ when it receives or uses the Confidential Information disclosed by the other party.
3. The Recipient undertakes not to use the Confidential Information disclosed by the other party for any purpose except the Purpose, without first obtaining the written agreement of the other party.
4. The Recipient undertakes to keep the Confidential Information disclosed by the other party secure and not to disclose it to any third party except to its employees and professional advisers who need to know the same for the Purpose, who know they owe a duty of confidence to the other party and who are bound by obligations equivalent to those in clause 3 above and this clause 4.
5. The undertakings in clauses 3 and 4 above apply to all of the information disclosed by each of the parties to the other, regardless of the way or form in which it is disclosed or recorded but they do not apply to:
  - a) any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or
  - b) any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the other party.
6. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.
7. The Recipient will, on request from the other party, return all copies and records of the Confidential Information disclosed by the other party to the Recipient and will not retain any copies or records of the Confidential Information disclosed by the other party.
8. Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the other party except the right to copy the Confidential Information disclosed by the other party solely for the Purpose.
9. The undertakings in clauses 3 and 4 will continue in force indefinitely.

10. This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

**Terms and conditions:**

By RESPONDING TO THE AUGMENTAL BRIEF, I agree:

11. To the accuracy of the information provided.

12. That the material submitted is my sole and original work and that I own all rights to it.

13. To my holding BFilm Micro and all those involved in it, harmless from and defends them against all claims demands, losses, costs, damages, judgments, liabilities and expenses (including attorney's fees) arising out of or in connection with any and all claims of third parties, whether or not groundless, based on any stories submitted to the competition or on any screenplay developed out of such stories.

14. That I recognize that BFilm Micro and those involved in the competition to which this submitted entry pertains, may have access to, and/or, may have created, or have commissioned, through some other independent source, or may have otherwise acquired, literary materials and concepts, similar to the material submitted hereunder, in theme, idea, plot, format, or in any other respect. I agree that I will not under such circumstances, be entitled to any compensation, nor consideration of any kind, through the use by BFilm Micro of any material so acquired. The ownership of any literary work submitted shall remain vested in the author, until otherwise assigned by contract.

15. That should I be one of the winners, I grant BFilm Micro the exclusive right to submit my material to as many studios, production companies and agencies as seen fit, for a period of ninety days. I also grant BFilm Micro the right to use my name, as well as the title and synopsis of my submitted material, in all publicity and promotional activities related to the competition. I also grant BFilm Micro the right to contact me to provide me with contest updates.

16. That the burden of obtaining copyright or otherwise protecting any proprietary interests in the material rests entirely with me.

Signed by:

\_\_\_\_\_ [Signature]

\_\_\_\_\_ [Name]

\_\_\_\_\_ [Position]