

## UNSOLICITED SUBMISSION

Name  
Address

Re:

Dear \_\_\_\_\_:

This letter, when signed by you \_\_\_\_\_ ("Writer"), constitutes an agreement between Writer and Sesame Workshop ("Sesame") concerning the Writer's submission to Sesame of certain literary materials and/or ideas, as described in the Idea Summary marked Schedule A attached hereto and incorporated herein by reference (the "Submission"). Writer and Sesame hereby agree to the following:

1. Writer has retained a copy of the submission and releases Sesame from any liability for loss or damage to the copy of the Submission that was forwarded to Sesame.

2. Writer represents that the ideas and literary elements contained in the Submission are original with the Writer and that no person or entity other than those whose name and signature appears below has collaborated with Writer in creating the submission or has any ownership rights in the Submission. Writer represents and warrants that Writer is the owner and author of the Submission and that Writer has the exclusive, unconditional right and authority to submit the same to Sesame upon the terms and conditions stated herein. Writer represents that if the Submission is intended for use in connection with broadcasting or constitutes a program idea or format, Writer's exclusive right to the Submission includes the exclusive right to license broadcasting and subsidiary use rights therein. Writer indemnifies and holds harmless Sesame from and against any and all claims, expenses, losses or liabilities (including, without limitation, attorneys' fees) that may be asserted against Sesame or incurred by Sesame at any time in connection with the Submission or any use thereof, including, without limitation, those arising from any breach or alleged breach of the representations and warranties given by the Writer herein.

3. Writer acknowledges that no fiduciary or confidential relationship now exists between Sesame and Writer, and Writer further acknowledges that no such relationships are established between Sesame and Writer by reason of this agreement or by reason of Writer's submission to Sesame of the Submission. Sesame is free to disclose or use the submission as it deems appropriate. Further, Sesame is free to accept or reject Writer's submission in the exercise of its sole discretion.

4. Writer acknowledges that Sesame has or may have had access to and/or may independently create or  
may have created materials and ideas which may be similar or identical to the Submission or the idea, theme, format, plot or other elements of the Submission and Writer agrees that he/she will not be entitled to any compensation if Sesame uses any such similar or identical material which may have been independently created by Sesame or may have come from other independent sources.

5. Writer understands and agrees that Sesame is entitled to use any part of the Submission which is not concrete or does not itself constitute protectible copyrightable property without compensation to Writer.

6. Neither Sesame's consideration of Writer's Submission nor any subsequent negotiations between the Parties regarding the Submission shall be deemed an admission by Sesame of the novelty of any ideas contained therein, or of the priority of Writer's Submission over other submissions, or the originality of Writer's Submission. No agreement to pay any compensation shall be implied from Sesame's consideration of the Submission or from the failure of Sesame to respond after receiving Submission.

7. Any dispute between the Parties shall be submitted to arbitration in New York County, New York according to the then current rules of the American Arbitration Association. The arbitrator selected shall be knowledgeable in and have experience in the motion picture and television industries. The Parties hereby waive

any an all rights and benefits under the laws of the State of New York or elsewhere to litigate any such dispute in court, it being the intention of the parties to arbitrate any disputes.

8. This agreement constitutes the entire understanding between the Parties and Writer's signatures below shall constitute Writer's acceptance of and agreement with the terms and conditions set forth herein. This agreement may be changed only by written instrument signed by the Parties. The invalidity of any provision of this agreement shall not affect the validity of the remainder.

9. This agreement applies equally to any material which Writer may submit to Sesame unless the parties agree to the contrary in writing. Writer acknowledges that this agreement and the rights granted hereunder may be assigned or licensed by Sesame to any wholly-owned subsidiary of Sesame and such assignment shall be binding upon Writer and Writer's heirs and/or successors.

10. This agreement shall be governed by the laws of the State of New York applicable to agreements executed and to be fully performed therein.

If the foregoing is in accordance with your understanding regarding the Submission, please sign below.

SESAME WORKSHOP

AGREED TO AND ACCEPTED:

By: \_\_\_\_\_

\_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

SCHEDULE A – IDEA SUMMARY

Please circle the form of material submitted:

Outline          Script    Cassette    Brochure    Transcription    Book          Film    Videotape    Other

TITLE OF MATERIAL SUBMITTED: \_\_\_\_\_

SUMMARY OF MATERIAL SUBMITTED (be specific):

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Writer: Please initial here: \_\_\_\_\_