

**DISNEY/AFI UNDERREPRESENTED-STORYTELLERS INITIATIVE**  
**SUBMISSION AGREEMENT AND RELEASE**

I [ \_\_\_\_\_ ] (“**Candidate**” or “**I**”) acknowledge and agree that the following terms and conditions shall govern my submission of materials, including but not limited to: scripts and/or literary material as summarized in Exhibit “A”, if any, attached hereto and incorporated herein by reference (the “**Literary Material**”), directing samples, lookbooks, essays and resume(s) (collectively, the “**Material**”) to the American Film Institute (“**AFI**”) and to Walt Disney Pictures (“**Disney**”) (AFI and Disney are collectively referred to herein as “**You**”) for (a) your consideration of my application for the Disney/AFI Underrepresented-Storytellers Initiative (the “**Program**”) and (b) for your consideration of the possible acquisition of the Literary Material, if any. For good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, as a condition of my participation in the Program and to be considered for the Program, I hereby irrevocably agree as follows:

1. Representations and Warranties: I represent and warrant that: (a) I am either the sole author of the Material or I am a member of a team of writers and/or directors who are the sole author(s) of the Material, and such Material is original with me or my writing/directing team (as applicable) in all respects; (b) I have the full power and authority to enter into and fully perform this Submission Agreement and Release (“**Release**”) and to submit the Material to You on the terms and conditions stated herein and pursuant to the Program Requirements (which are attached hereto as Exhibit “B” and incorporated herein by reference) (the “**Program Requirements**”); (c) I am the owner of the Material and/or I have obtained any and all consent(s) necessary to submit the Material to You; (d) the Material is not currently under option to any third party or otherwise encumbered; and (e) the submission hereunder of the Material will not violate any law or any right of any person or entity (including, but not limited to, copyrights, trademarks, and rights of publicity or privacy). I further agree to hold AFI, and Disney, its assigns, and its respective parent, related, subsidiary and affiliated entities, and the officers, directors, shareholders, agents, employees and assigns of each (collectively, the “**Affiliated Entity(ies)**”) harmless from, and defend any such Affiliated Entity against, all claims, demands, losses, costs, damages, judgments, liabilities and expenses (including attorneys' fees) arising out of or in connection with the Material submitted to the Program or resulting from my breach of any of the representations, warranties and agreements contained herein.

2. Review of Material: I acknowledge that the only obligation undertaken by You in consideration of my submission is to accept the Material for review, and to review the Material if and to the extent appropriate pursuant to your normal practices. No other obligation or duty on your part shall arise from or be implied by this submission of the Material. I further understand and agree that You shall have no obligation to review any Material that does not comply with the formatting, size and other submission requirements as set forth on the Program website, located at [www.conservatory.afi.com/disneyafi-application/](http://www.conservatory.afi.com/disneyafi-application/).

3. My Commitments: I will provide any additional information requested by You or the Program, including but not limited to answers to five (5) specific questions as further described in the Program Requirements) and my contact information (which shall collectively become part of the Material), and I consent to sharing such Material with You and agree that none of the Material is subject to any fiduciary or confidentiality obligations on the part of Disney and/or AFI. If I am selected by You to participate in the Program, I will comply with all Program Requirements in connection with my participation. If I am selected by You to participate in the Program, as a condition of my engagement by You to participate in the Program, I will sign and return original copies of the following agreements, in form and substance acceptable to You, to be provided to me at a later stage in the application process: (a) the Director Services Agreement, which agreement I acknowledge will govern my engagement (if any) in the Program, and will assign to Disney all rights in and to the results and proceeds of my services in connection with the Program, including without limitation all rights in and to any short film that may be created in connection with the Program, as applicable; and (b) the Script Acquisition Agreement, which agreement I acknowledge will (i) assign to Disney all rights in and to the Literary Material in accordance with and subject to the terms and conditions of the Script Acquisition Agreement (including a right of First Negotiation and First Refusal in the form attached hereto as Schedule A), (ii) be signed by me and/or my writing team (each member of which is a candidate in the Program), and (iii) govern my writing services (if any) by me or my writing team's services (if any) under the Program. I understand You are under no obligation to engage me in connection with the Program or otherwise, and I understand and agree that You will make all decisions regarding my participation in the Program in your sole discretion. I understand that I may not be selected for the Program, and that by submitting the Material, I am not guaranteed to be part of the Program or any future Disney programs.

4. Use of Material: I expressly consent to the dissemination and distribution of the Material consistent with the Program. In submitting the Material to Disney, I recognize that Disney engages in extensive activities in creating, acquiring and developing literary, artistic, musical, design and other material, including stories, ideas, themes, plots, characters, titles, screenplays, formats, concepts for attractions, parks and other developments and other materials, hereinafter together called "Disney Materials." I recognize that the Disney Materials which You may hereafter use may have originated with, been created by, or may have been acquired from your own employees or others and may duplicate, parallel, resemble, or even appear similar or identical to the Material, or elements thereof, in theme, idea, plot, characters, sequence of events, dialogue, mood, setting, pace, format or other respects. I further acknowledge and agree that there may be stories, ideas, and/or materials contained in the Material that are not novel or original, are not fixed in tangible form, and/or were not originated by me, and/or other persons (who may include, without limitation, other candidates in the Program) may have submitted or developed similar or identical stories, ideas, and/or materials and in such cases an Affiliated Entity may determine, in its sole discretion, that it has an independent legal right to use any such stories, ideas, and/or materials. As an inducement for Disney to examine, and in consideration of your examination of the Material, I hereby acknowledge that my submission of the Material to You is

voluntary, not in confidence and Disney is not agreeing to refrain from nor do I have any expectation of compensation for the use of any elements of the Material, which are not protected by U.S. copyright laws, including, by way of illustration, ideas, historical or factual matters or other public domain elements or aspects of the Material. The foregoing shall apply whether or not Disney has obtained such stories, ideas, materials and/or public domain elements from other sources. Disney acknowledges that if and to the extent the Material is protected by copyright law, I am not granting Disney the right to use the Material in a manner for which my exclusive rights under the U.S. Copyright Act would be infringed unless Disney and I enter into an agreement regarding such use.

5. Return of Material: I understand and agree that any copy of the Material that I submit to You will not be returned to me and may be destroyed. I assume full responsibility for any loss, theft, destruction or any other disposition of any such copy while it is in my possession or in transit.

6. Remedies: My sole and exclusive remedy for Your termination, or cancellation of this Release or any term hereof or any issue arising in connection with my submission of any Material or my participation in the Program or any violation of my rights, including, without limitation, rights under U.S. Copyright law, any claim based on plagiarism, infringement, confidential relationship, implied contract, unfair competition or otherwise arising out of any alleged use by You or the Affiliated Entities of the Material, shall be an action for damages, and any award of damages for an infringing use of the Material shall be limited to fixed compensation, which shall bear a reasonable relation to amounts customarily paid by You to directors and/or writers (as applicable) of my stature and experience (at the time of submission) in connection with the use of similar material. In no event shall I be entitled to any other or additional compensation or remedy. I hereby irrevocably waive any right to seek and/or obtain rescission, equitable and/or injunctive relief. I acknowledge and agree that the foregoing means I may not enjoy or interfere with the development, production, distribution, advertising, promotion or other exploitation of any work in connection with any such claim that I may have.

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7. Miscellaneous: I have read, understood and complied with this Release and the Program Requirements. No oral representations of any kind have been made to me, and this Release, together with Exhibit "A" (Literary Material Submission), and Exhibit "B" (Program Requirements), contains the entire understanding between You and me with respect to the Material and the Program, and supersedes any prior or contemporaneous understandings, correspondence or other documents. Should any provision or part of any provision of this Release be deemed void or unenforceable, such provision or part thereof shall be deemed omitted, and this Release with such provision or part thereof omitted shall remain in full force and effect. I acknowledge and agree that any modifications to or waivers of any of the provisions of this Release must be expressly approved by You in writing. This Release shall be governed by the laws of California without regard to conflict of law provisions that would apply other law. I acknowledge and agree that (a) neither my submission of the Material, my entering into this Release, nor my participation in the Program shall establish any express or implied confidential relationship between Disney (or any Affiliated Entity) and me with respect to the Material or otherwise; and (b) no contract or obligation of any kind is assumed by Disney or any Affiliated Entity by reason of my submission of the Material or my participation in the Program.

BY SUBMITTING MY APPLICATION AND CHECKING THE BOX BELOW, I HEREBY INDICATE MY AGREEMENT TO THE TERMS OF THIS DISNEY/AFI UNDERREPRESENTED-STORYTELLERS INITIATIVE SUBMISSION AGREEMENT AND RELEASE

ACCEPTED AND AGREED TO:

\_\_\_\_\_  
CANDIDATE

Dated as of: \_\_\_\_\_

**EXHIBIT "A"**

**DISNEY/AFI UNDERREPRESENTED-STORYTELLERS INITIATIVE**

**LITERARY MATERIAL SUBMISSION**

**TITLE OF MATERIAL SUBMITTED:**

**MATERIAL LOGLINE:**

**PRINCIPAL CHARACTERS:**

## EXHIBIT “B”

### DISNEY/AFI UNDERREPRESENTED-STORYTELLERS INITIATIVE PROGRAM REQUIREMENTS

Participation in the Disney/AFI Underrepresented-Storytellers Initiative (the “**Program**”) is subject to the following requirements, and by submitting an application and materials for consideration for participation in the Program, each candidate (“**Candidate**”) hereby irrevocably acknowledges and agrees to the following requirements:

#### **PROGRAM ELIGIBILITY**

- This program is intended for directors from underrepresented backgrounds and/or those who can present diverse perspectives, and candidates will have the opportunity to explain such background or viewpoint during the application process.
- Candidate must be physically present in the United States when applying for the Disney/AFI Underrepresented-Storytellers Initiative and must have the unrestricted right to be employed in the United States throughout the duration of the Disney/AFI Underrepresented-Storytellers Initiative and throughout the term of any additional post-term obligations in connection with the Disney/AFI Underrepresented-Storytellers Initiative.
- Candidate must be twenty-one (21) years of age or older as of June 1, 2022.
- Candidate must be an AFI graduate from the Class of 2015 through the Class of 2021, or an applicant nominated by selected Disney partners who come from an underrepresented background and/or can present a diverse perspective.
- Candidate must have completed at least one (1) scripted, live-action narrative work (e.g., a short, feature film, webisode or episodic program) of at least five (5) minutes in length within the past eight (8) years. It should be emphasized that “completed” can be in any credited role on the project.
- Candidate must not have: (i) directed a theatrically distributed, scripted, non-documentary feature film; or (ii) directed two (2) or more scripted, non-documentary films, distributed on network television, cable television, or premium streaming service; or (iii) Candidates may not have more than two professional *directing* credits. Please note that a directing credit on an AFI Thesis film is considered one professional credit. Additionally, Candidate must not have a first look deal with another company or studio at the time of submission to be eligible for Disney/AFI Underrepresented-Storytellers Initiative.
- Candidate will not be eligible to participate in the Disney/AFI Underrepresented-Storytellers Initiative if applying to (or participating in) the Disney/AFI Underrepresented-Storytellers Initiative results in the breach of any restriction (contractual, policy/procedure, or otherwise) with any third-party, including but not limited to any third-party employer.
- Candidate acknowledges that the application process will include a background check, and that Candidate’s acceptance into the Disney/AFI Underrepresented-

Storytellers Initiative will be contingent upon the satisfactory completion of such background check.

- Employment in the Program is subject to the conditions and terms of The Walt Disney Company and Associated Companies Confidentiality Agreement, and the obligations and commitments contained therein; and an acknowledgement by Candidate to follow all policies, programs and practices of The Walt Disney Company and its affiliated companies, including but not limited to disclosing any services rendered to third parties that might be considered a conflict of interest under the terms of the Confidentiality Agreement or any other policies of Disney.

## **SUBMISSION OF MATERIALS**

- Candidate must agree to the Submission Agreement and Release (“Release”) which governs the submission of Candidate’s materials for potential participation in Disney/AFI Underrepresented-Storytellers Initiative, including but not limited to, scripts, directing samples, lookbooks, essays and resume(s) (collectively, the “Material”). The Release includes important terms and conditions which Candidate should read before accepting those terms and applying for Disney/AFI Underrepresented-Storytellers Initiative.
- Candidate’s required Material for submission shall include, without limitation, the following: (i) an original, narrative script for a short film that is a minimum of five (5) and a maximum of fifteen (15) pages in length, which align tonally with the Disney brand, and which is not an adaptation, biopic, or screenplay based on existing content or Disney’s intellectual property; (ii) an essay explaining Candidate’s underrepresented background and/or diverse perspective (500 word limit); (iii) up to two (2) directing samples (up to twenty [20] minutes in length total and not less than five [5] minutes each; and (iv) a resume (three [3] pages or less). Candidate’s script must be submitted via PDF in a format consistent with industry standard (Courier, 12 pt. type, and standard margins). Candidate acknowledges that if Candidate’s script does not satisfy the requirements listed herein, or if Candidate submits an incomplete application, then Candidate’s application will be disqualified.
- Candidate must obtain an original signed Release if Candidate is either: (i) applying with a script co-written by Candidate and non-applicant writers; or (ii) applying with a script written solely by non- applicant writers.
- Candidate acknowledges that the submission of the Material is for consideration for inclusion in Disney/AFI Underrepresented-Storytellers Initiative and neither Disney nor AFI has an obligation to select or engage any Candidate who submits such Material for consideration.
- Candidate acknowledges that even if Candidate is accepted into the Disney/AFI Underrepresented-Storytellers Initiative, production of Candidate’s short film is not guaranteed, and Candidate, Disney, and AFI have the right to terminate Candidate’s employment during the Program for any reason whatsoever with no obligation to the other during the Program.

## AFI PROGRAM REQUIREMENTS

- AFI expects to notify Candidates by approximately October, 2022 if they are selected for an in-person interview. If Candidate is selected for an interview and lives outside of the Southern California area (as defined by zip codes between 90001 to 93066), AFI will not cover airfare or lodging, but will allow for a virtual interview. During the interview, Candidate will be asked to pitch the short film, discuss Candidate's vision and production plan, and provide other information which may include Candidate's prior work experience.
- Candidates must be the director of the film.
- Candidates may not allocate more than the \$35,000 grant toward the film.
- Candidates must complete the full the Disney/AFI Underrepresented-Storytellers Initiative from application through education in order qualify to complete their film.
- If selected to participate in the Disney/AFI Underrepresented-Storytellers Initiative, located in Los Angeles, CA, Candidate must be legally eligible to work in the state of California, and capable of entering into an employment agreement to render the following in person directing services (which timeframes may be subject to change, and which schedules may be staggered for each short film project): (i) one (1) month of script development and pre-production classes held once or twice per week (on weeknights) from 7pm – 10pm on the AFI campus in Los Angeles, CA; (b) principal photography (which timeframe will be contingent upon the budget and production schedule of Candidate's short film and can be up to eight [8] weeks); and (c) up to eight (8) weeks of postproduction. Candidate must be available on a flexible part-time, priority basis for the entire duration of principal photography regardless of prior employment commitments.



## Schedule A

### First Negotiation/First Refusal

1. Candidate hereby exclusively and irrevocably grants to Disney a right of first negotiation and first refusal to acquire the right to distribute and exploit the Short, throughout the universe (or, at Disney's sole election, only in the domestic territory [i.e., U.S. and Canada]), in perpetuity, in any and all media known or unknown (or, at Disney's sole election, only in certain media, e.g., home video), and by any means and/or device known or unknown in and to the Short and all other material, including the Material, of any kind and nature pertaining or referring to the Short (collectively, the "Short Rights"), in accordance with the following:

1.1 Prior to contacting any third parties, Candidate shall deliver to Disney the final answer print for the Short together with all documents required by Disney to clear (in Disney's sole discretion) chain-of-title for the Short, including without limitation all assignments, consents, releases and music licenses ("Delivery"). Within thirty (30) days following Delivery of the Short to Disney (the "Election Period"), Disney shall have the right to elect by written notice to Candidate ("Election Notice") whether to negotiate for the Short Rights. In the event that Disney does not give Candidate notice in writing that Disney desires to negotiate for said Short Rights, then Disney shall be deemed to have elected not to negotiate therefor, and the terms of Paragraph 1.2 below shall govern. In the event that Disney, in its sole discretion, elects to negotiate for said Short Rights, Disney and Candidate shall negotiate in good faith within Disney's customary parameters for a period of thirty (30) days (the "Negotiation Period"), which negotiation period shall commence upon Candidate's receipt of the Election Notice. The Election Period and the Negotiation Period shall be extended for any period of force majeure, for any period deemed necessary by Disney to evaluate the chain-of-title for the Short, or for any period during which a claim against the Short has been asserted and remains unresolved.

1.2 In the event Disney elects, or is deemed to have elected, not to negotiate for the Short Rights, or in the event Disney shall elect to negotiate for said rights, and such negotiations shall not result in a written agreement between Disney and Candidate within the Negotiation Period, then Candidate may negotiate with third parties in connection with such Short Rights, except that if Candidate proposes to accept any bona fide offer from a third party relating to the Short Rights, which is equal to or less favorable to Lender and/or Artist than the last offer made by Lender and/or Artist to Disney with respect thereto, then Candidate shall offer in writing the terms of such third party offer to Disney, including the name of the offeror, and Disney shall have the right, for a period of ten (10) business days (provided that such ten [10] business day period shall be reduced to not less than

five [5] business days if Candidate notifies Disney that Candidate has received a so called “hot offer” which requires a response within five [5] business days or less) after receipt of such offer from Candidate, to exercise Disney’s right to meet such offer (provided Disney shall not be required to meet any terms which cannot be met as easily by one person as another), which right shall be exercised by Disney by giving Candidate written notice of its election to do so. In the event Disney exercises said right to meet such offer, then Candidate and Disney shall promptly execute written agreements conveying to Disney the rights involved upon the terms and conditions of said offer.

1.3 In the event Disney does not acquire the Short Rights involved in accordance with the foregoing provisions, then Candidate shall have the right to sell or otherwise dispose of such Short Rights, but only to the offeror and upon the terms and conditions specified in such notice to Disney pursuant to Paragraph 1.2 above; but if Candidate is willing to accept any other offer from the offeror or some other party, then Candidate shall again offer the same to Disney in accordance with the same procedures as set forth in Paragraph 1.2 above.