



Mississippi Public Broadcasting

SUBMISSION RELEASE

PLEASE PRINT THIS FORM, COMPLETE THE NECESSARY INFORMATION, SIGN, AND SEND TO MISSISSIPPI PUBLIC BROADCASTING ALONG WITH YOUR PROPOSAL.

The following shall constitute a release (the "Release") by _____ ("Submitter") with regard to the submission of a _____ entitled _____ (the "Material(s)") for review by Mississippi Authority for Educational Television, d/b/a Mississippi Public Broadcasting ("MAET"). Submitter understands and agrees that the execution of this Release is a prerequisite to MAET review of any materials submitted. All references herein to MAET shall include any related entities as well as MAET's directors, officers, agents, employees, consultants, lessees, licensees, successors and assigns.

In consideration of MAET's review of the Material, Submitter hereby agrees as follows:

1. Submitter understands and agrees that MAET does not undertake to consider the Material in confidence. Submitter acknowledges that MAET must disclose the Material to various employees, and possibly even to those outside MAET's employ, to determine the Material's value. It is understood that no confidential relationship is entered into by reason of MAET's consideration of the Materials or by reason of discussions at any time between MAET and Submitter.
2. Any submission to MAET is made with the understanding that MAET shall give the Material such consideration as it merits in MAET's sole and final judgment, and MAET is under no obligation to Submitter whatsoever to use the Material. MAET is under no obligation to release to Submitter either any details of MAET's actions in connection with the Material or any information regarding MAET's activities in the field to which the Material pertains.
3. Consideration of the Material is not an admission by MAET of the novelty, propriety or originality of the Material. MAET shall not be obligated to further consider a Submitter's Material or to negotiate with or enter into an agreement with Submitter pertaining to the Material.
4. 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. (collectively, the "Statutes") shall be deemed protected materials for the purpose of this Release and MAET claims no ownership in such protected materials by virtue of this Release.
5. Submitter hereby represents and warrants that:

- a) Submitter is the sole 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 or thereto.
- b) Neither the Material nor MAET review or use thereof shall violate any personal or property rights of any third party including, but not limited to, rights of droit moral, privacy, publicity, copyright, trademark, or other intellectual property rights, nor shall the Material or MAET's review or use thereof constitute defamation, libel or slander against any third party.
- c) Submitter has the full right and authorization to submit the Material to MAET upon all of the terms and conditions herein stated.
- d) No persons other than those signing below or executing a separate but contemporaneous Release with respect to the Material have collaborated with Submitter in creating the Material, nor do any persons other than those signing below have any rights in such Materials inconsistent with Submitter's agreement hereunder.
- e) Submitter has fully read and understands and agrees to this Release.

6. Submitter agrees to indemnify, defend and hold harmless MAET and its Related Entities from and against any claim, loss, obligation, liability or expense including reasonable attorney's fees that may be asserted against or incurred by MAET in connection with the Material submitted hereunder, any use of such Material by MAET or any breach of any representation, covenant or warranty made by Submitter hereunder.

7. The Material has not been previously disclosed to MAET, and MAET has not made any prior inducements, promises or representations to Submitter regarding the Material. This Release constitutes the entire understanding of Submitter and MAET as of the date hereof. No other agreement, written or oral, expressed or implied, exists between Submitter and MAET with respect to the Material. Any modification or waiver hereunder or termination hereof must be in writing and signed by both Submitter and MAET. 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 MAET shall not have any obligation to return the submitted copy of the Material to Submitter and that MAET shall be under no obligation for any loss or damage to such copy.

AGREED & ACCEPTED:

SUBMITTER:

Print Name: _____

Company Name: _____

Title: _____

Address: _____

Signature: _____

Telephone: _____

Date: _____

Fax: _____

Email: _____

