



**Undertaking by the Applicant
for the Feature Film (Narrative Fiction) Screenwriting Lab
organized by The Writers INK Institute**

By submitting the application, the applicant agrees to the following Undertaking Statement:

1. The applicant hereby affirms that he/she/they are above 18 years of age, an Indian citizen holding an Indian passport. The applicant may be residing outside India but affirms that he/she they have an Indian citizenship.
2. The applicant hereby certifies that he/she has read and understood all the information listed on the website and that he/she is legally authorized to submit all the information and documents related to the project for the Writers INK Institute's Screenwriting lab and that the information given by the applicant is true and correct. The applicant agrees that he/she/they are fully authorized to make this application and are not under any disability whether legal or contractual which prevents them from submitting this application.
3. The applicant must own the copyright of the project (script/screenplay, logline, synopsis) on an exclusive basis, and the project, including but not limited to submissions, must be entirely original.
4. The submission/s, i.e., the film synopsis, logline, story, treatment and the script (if any) must already be registered with a Screenwriters Association (or any other equivalent and valid association/authority)
5. If the applicant has an ongoing legal with any authority including the Court of law regarding Copyright Infringement claims on a script, you will not be eligible to participate with that particular script. The application, or any part thereof, should not violate any applicable laws. Neither should it violate/infringe any other third-party rights including any form of intellectual property.
6. The application and the submission material must be free from any charges, liens, encumbrances or any other third party rights.
7. The application must not contain any confidential information or any other information relating to any third party that the applicant is not authorized to disclose under contract or otherwise.

8. The applicant indemnifies The Writers INK Institute against any claims against the aforementioned clauses.
9. The applicants understand that the Writers INK Institute reserves the right to use the project information and documents submitted by the applicant for promotional purposes at no extra cost or royalty due to the applicant
10. The project information and documents submitted by the applicant may be rendered accessible to faculty, consultants, teachers, third-party partners and evaluation committees (collectively Authorized People) associated with the Writers INK Institute as well as the guests, speakers and attendees (collectively Participants) of the Screenwriting lab.
11. The applicant understands that the officials of the Writers INK institute, its Authorized People and Participants, may be creators themselves and may professionally create several literary and dramatic works (Works). The submission materials provided by the applicant may have incidental/generic or idea-level similarities with their Works. However, such similarities shall not obligate The Writers INK Institute, its Authorized People and its Participants, to the applicant in any manner whatsoever. Provided, the Writers INK Institute, its Authorized People and its Participants have independently developed or legally obtained/accessed the same either from any third party heretofore or hereafter autonomously or exclusively from sources other than the applicant. Further, if the application in part or whole is in the public domain and/or does not constitute protectable property and/or is not original, the applicant shall not have any claim if the Writers INK Institute, its Authorized People and its Participants are associated with a similar subject material at any time.
12. The project documents may be asked for and sent to the aforementioned parties electronically by email or in hard copy. The applicant is aware of and understands the risks associated with electronic correspondence by email. In particular, email can be unwittingly lost or read, received, copied or falsified by outside parties, which may result in considerable damages.
13. Completing the application does not entitle the applicant to receive any compensation, monetary or otherwise from the Writers INK institute under any circumstances whatsoever.
14. The Writers INK Institute reserves the right to shorten and/or edit the text for the purpose of publication of selected projects in the Institute's catalogue as well as on its website and its digital and non-digital marketing channels, which will be accessible to all the participants of the Screenwriting Lab, at its discretion.
15. The applicant understand that the Writers INK institute aims to enables film industry professionals to promote their projects and make valuable business contacts in film industry across the world. The role of the Institute in holding and organizing the Screenwriting lab and industry events is limited to providing a platform to the professionals in their interest and for the purpose specified above. The applicant agrees

and undertakes that in case of a dispute in relation to the project submitted to the Writers INK Institute with any third party including but not limited to Intellectual Property Rights infringement claims or otherwise, the applicant will not make any claim against the Writers INK Institute in this regard and will initiate claim only against the concerned person/individual before the appropriate forum.

16. The applicant understands that Screenwriting lab sessions shall be conducted online and all the sessions will be recorded by the Writers INK institute. The recordings shall be solely the property of the institute and the applicants will have no claim over the recordings. The institute will be free to use the recordings for its marketing commercial purposes.
17. The decision of The Writers INK Institute on selection of an application will be final and binding. The institute will not have any obligation to give any reason for the non-selection of an application
18. The Writers INK Institute reserves the right to invite a project.
19. The Writers INK Institute reserves the right to change the Terms & Conditions and Privacy policy of the institute without prior intimation.
20. The applicant confirms, undertakes and agrees that in the event the applicant's project is selected by The Writers INK institute and is subsequently produced and released as a feature film in the market through audio visual mediums such as OTT, Satellite or Theatrical, the applicant shall provide the following:
 - a. Logo credit: a Logo credit in the opening credits of the film as Education Partner -THE WRITERS INK INSTITUTE
 - b. Film DVD & poster: a DVD copy of the finished film along with a physical poster of the film prior to the release of the film to enable Writers INK to ascertain that the aforementioned credits and their placement are accurate. In the event, the institute intimates to the applicant in writing to change the credits or placement of the logos and credits, then the applicant shall be bound to carry out such changes.
21. The applicant acknowledges that the representations and warranties, indemnities, governing law, dispute resolution, warranty disclaimer shall survive the efflux of time.
22. Nothing herein shall be deemed to create a partnership, agency, or an employer-employee relationship between the applicant and the Writers INK institute
23. All disputes pertaining to this application shall be finally settled by arbitration in accordance with the Indian Arbitration & Conciliation Act, 1996. The venue of the said arbitration shall be in Mumbai and the courts in Mumbai alone will have jurisdiction in the matter. The proceedings of arbitration shall be conducted in English language.

24. Please note that all the above clauses are applicable to the co-writers and producers of the project and the applicant is also signing this undertaking on their behalf. The writer will have the responsibility to intimate them about the agreements and its clauses and deliverables.



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