

UNSOLICITED SUBMISSIONS AGREEMENT

BETWEEN:

OPEN CHANNEL CO-OPERATIVE Ltd.

Victoria Harbour, Shed4 North Wharf Rd., Docklands, VIC 3008

AND

NAME & ADDRESS:

NAME OF SUBMISSION:

This is an agreement regarding the responsibilities, undertakings and liabilities of OPEN CHANNEL in relation to its dealings with unsolicited submissions.

OPEN CHANNEL will not peruse, read, scan or in any way consider the contents of the submitted material prior to the signing of this agreement by the person or persons making the submission.

1. The submitting party acknowledges that OPEN CHANNEL may have already, or will in the future, acquire, develop or have submitted to it a submission or other material which is in whole or in part the same as, similar to or competitive with the Submission.
2. The submitting party acknowledges our advice that we will not examine or consider the Submission unless we obtain protection for OPEN CHANNEL against the possibility of any claim regarding the Submission.
3. Apart from the terms of this Agreement OPEN CHANNEL is under no obligation to the submitting party regarding the Submission unless and until any such obligation is contained in a further written agreement fully signed by the submitting party or its fully authorised representative and OPEN CHANNEL.
4. The submitting party hereby releases OPEN CHANNEL from any claim that:
 - OPEN CHANNEL has a fiduciary or confidential relationship with it
 - OPEN CHANNEL has agreed to pay the submitting party for its Submission

5. The submitting party warrants that it has the right to enter into this agreement; that the Submission is original and the product of its own individual thought, labour and research; that it does not infringe the rights of any person; that the submitting party owns or controls it; and that no other party has any rights in and to it.
6. OPEN CHANNEL shall not be responsible for any loss or damage to the Submission and the submitting party will retain copies of the Submission for its own protection.
7. This agreement supersedes any other agreement, express or implied, made previous to the date of this Agreement between OPEN CHANNEL and the submitting party regarding the Submission.
8. The submitting party enters into this agreement with OPEN CHANNEL in consideration of OPEN CHANNEL's promise to read and evaluate the Submission.
9. OPEN CHANNEL notes that the Submission is protected by copyright laws, and that this agreement does not purport to compromise these copyrights.
10. OPEN CHANNEL acknowledges that the Submission may not be passed on to any third party without the permission of the submitting party or its representatives.

This Contract is executed on the _____ day of _____ 2009

SIGNED by

.....

Witnessed by:.....

Please print name:.....

SIGNED by Owner of Submission –

.....

Please print name:.....

Witnessed by:

Please print name:.....