

# PITCH, IDEA, AND/OR MATERIAL SUBMISSION INTELLECTUAL PROPERTY AGREEMENT

Applicant \_\_\_\_\_

**I would like to participate in the 2024 MDC MAGIC Pitch Session/Program. I understand that in order to participate in the pitch, I agree to the terms and conditions for my participation indicated below:**

1. I am an MDC student participating in the MDC MAGIC program, have completed, and passed the following classes in order to be eligible to pitch: DIG1710, COP1334, DIG1430, CAP2047, COP2335.
2. I warrant and affirm that I have an original idea (“Idea”) for written or recorded material (“Material”) for an animation project that I would like to submit for the MDC MAGIC Pitch Session/Program (sometimes referred to as “Pitch”). My Idea and Material submitted for my participation in the Pitch is attached hereto, incorporated by reference herein, and my original creation.
3. I understand that it is MDC’s policy that as a student, I have all of the rights to my Ideas and Materials created by me while an MDC student (without material contribution from another), that they are my intellectual property and that the College has no rights to such intellectual property. I warrant that I am the sole author, creator, and owner of the rights to the Idea and Material and have all of the rights, title and/or interests in the Idea and Material submitted. I also understand that pursuant to this policy, the College, nor its faculty or staff, have the right to use my intellectual property without receiving my written authorization. Understanding my rights, I warrant that I have full power and authority to submit the Idea and Material to the Pitch on the terms and conditions contained herein and grant MDC permission to use my Idea and Material as indicated below. I understand that I have the right to decide how my Ideas and Materials are developed and want to participate in the Pitch so that I can develop my Idea and Material further.
4. I also warrant that my Idea and Material: (a) has not been made public by anyone at the time of my submission or is otherwise in the public domain; (b) has not been submitted to another person or entity for consideration for development or is the subject of any other agreement; (c) does not require the consent of any other person for the use or further development of my Idea and Materials; and (d) does not and will not violate any contract or third party rights including any patent, copyright, trade secret, proprietary or confidential information, trademark, publicity or privacy right. I am willing to execute the additional documents that may be necessary by MDC to affirm my sole rights to the Idea and Material.
5. I understand that by participating in the Pitch, I am receiving additional and extracurricular resources, outside of the ordinary classroom experience, to help me develop and market my Ideas and Material (pre-production, production, and post-production). I also understand that these additional resources have a substantial value and an MDC contribution to potentially improving their marketability. I understand and agree that MDC and its staff have no obligation to furnish me with any additional resources for developing my Idea and Material and, as a result, MDC has the option to not proceed with providing additional resources for the further development of my Idea or Material at any time, in its sole discretion.
6. **In consideration of these additional resources being provided for further developing and marketing my Idea and Material, I agree, that in the event that I am paid or compensated for development by an external third party, I agree to remit to MDC fifteen percent (15%) of the gross proceeds that I receive, received on my behalf or remitted to me or an affiliated company as a result of my Idea or Material, in perpetuity.**
7. I understand that I have the option to develop my Idea and Material on my own or utilizing other resources, without utilizing the additional resources that MDC may provide, but I am choosing to participate in the Pitch, under these terms and conditions.

8. I acknowledge that I am volunteering to participate in this program, that this is a noncommissioned submission and that MDC did not suggest or request that the Idea or Material be written, created, or submitted for the Pitch. I further understand and acknowledge that no confidential or fiduciary relationship exists between me and MDC, and that no such relationship is established by reason of this Agreement or by reason of my participation in the Pitch. I also understand that the legal relationship developed as a result of this agreement is that both parties, MDC, and myself, are independent contractors. As a result, I understand that by participating in the Pitch, I am not entitled to any benefits or compensation by MDC and shall be solely responsible for rights and obligations that may be contained any agreements that I may enter into as a result of the further development of my Idea or Material.
9. By participating in the Pitch, I grant MDC permission to publish my Idea and Material on MDC's website, as well as the content such as artwork, pictures and any relatable material submitted with my submission. I also grant permission for MDC to publish my identity, description of the Idea and Material and information about my participation in the Pitch which may be used in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without separate compensation to me or without specific prior approval for marketing and publicizing MDC, MDC MAGIC or the Pitch.
10. I understand and agree that my Idea or Material may or may not be developed into a marketable product. However, in the event that my Idea or Material is developed into a work, distributed, exhibited or released to the public (provided the Protected Material used has not been obtained from, or independently created by, another source), I will work with MDC in good faith concerning the payment of the percentage indicated above for such use or contemplated use of my Idea and Material. I also understand that in the event that my Idea or Material is developed into a marketable product that there will be agreements and documents that I will need to execute with other persons or companies for their development. In consideration of the support provided through the Pitch, I agree to include in those agreements' payment to MDC from the proceeds based on the percentage indicated above. I also understand that by failing to include the payment to MDC in my agreements that I will be personally liable to remit payment from the proceeds that are paid to me or on my behalf for the further development of my Idea or Material.
11. I understand that as a result of participating in the Pitch, my Idea or Material may be developed in the future in a manner which may change, modify, or amend my Idea or Material. Throughout the pre-production, production, post production process, there may be several agreements (including, but not limited to, for example, for options, set-up bonus, episodic fees, on-screen credit, chain of title, publication rights, distribution, trademark and merchandising agreements) that I may execute that will outline my intellectual properties rights and how I will be compensated for the use or advance consideration of my Idea or Material. However, I still agree to remit to MDC the percentage of the proceeds paid to me or on my behalf as agreed upon above.
12. I agree not to use the name of "Miami Dade College," or any variation, adaptation, or abbreviation thereof, or the names of any of its trustees, officers, faculty, students, employees, or agents, or any trademark in the Idea or Material without the written permission of MDC's Director of Media Relations.
13. I agree and acknowledge that, in any dispute arising from alleged use of my Idea or Material, or any part thereof or ideas therein, I will bear the burden of proving that my Idea or Material was created by me and not independently created or derived from another person.
14. By entering my Idea and Material for consideration for the Pitch, I accept full legal responsibility for the intellectual property represented and contained therein. As a result, I agree to indemnify, defend, and hold harmless the District Board of Trustees of Miami Dade College, its officers, employees and agents against any claim of infringement or damages as a result of breach of this agreement. I will indemnify MDC from and against any and all third party claims, expenses, losses, or liabilities (including but not limited to reasonable attorneys' fees, damages and costs) that may be asserted against MDC or incurred by MDC at any time in connection with the Idea or Material, or any use thereof, including but not limited to those arising from any breach of any promise or warranty given by me herein or claim involving copyright,

trademark, credits, publicity, screening, and loss of or damage to the screening videos entered.

15. I agree that in the event that there are any legal proceedings regarding this Agreement, that the venue for any legal proceeding shall be Miami-Dade County, FL and I agree to the personal jurisdiction of the federal or state courts located in Miami-Dade County, FL.
16. I have retained at least one (1) copy of the Material, and I hereby release MDC of and from any and all liability for loss of, or damage to, the copy or copies of the Material submitted to MDC for the Pitch. I also have retained one original copy of this Agreement that I have signed.
17. I understand that MDC may facilitate the presentation of the Idea or Material to a person, company or network who may further develop my work. I agree that I will not use the potential interest of such person, company or network with respect to the Idea and Material submitted to them in any promotional activity nor disclose to any other person that they may be evaluating the Idea or Material, under penalty of monetary and punitive damages, unless as may be authorized by my agreement with that person, company or network or as may be required by law.
18. This constitutes the entire agreement between the parties. Any amendment to this Agreement shall be in writing and signed by their duly authorized representatives. In the case of MDC, a duly authorized representative shall be the College president, provosts, or campus president.

I have read the terms and conditions above in its entirety and understand and agree to the provisions of this agreement. I understand that this is a legally binding document, with valuable consideration, and I know I have the option of consulting with separate legal counsel for prior review of this Agreement before signing below. I have obtained such advice as I deemed necessary.

I affirm that I am over the age of 18 and have the full legal capacity and authority to indicate my agreement with these terms and conditions by signing below.

Signature: \_\_\_\_\_

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

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

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Email Address \_\_\_\_\_ Alternative Email Address \_\_\_\_\_

Telephone \_\_\_\_\_ Alternative Telephone Number \_\_\_\_\_

MDCID \_\_\_\_\_

Acknowledged Receipt by MDC Representative:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title \_\_\_\_\_

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

Two Originals:  To Student

To MDC