



## CINEMATIC DUE DILIGENCE RESEARCHERS (CDDR)

Simplifying film investments ... vetting screenplays one at a time.

[Home](#) [Viewpoints](#) [Submissions](#) [About Us](#) [What's New](#)

### **SUBMISSION POLICIES AND PROCEDURES**

Screenplay writers and independent film production companies may submit their copyrighted scripts and production-oriented, business plans along with a completed copy of the first and last pages of the following, downloadable, SUBMISSION AGREEMENT by forwarding these materials through an email attachment to [ceo@cddr.biz](mailto:ceo@cddr.biz).

For legal purposes, receipt of your material, **with no promises of funding**, will be acknowledged through the online return of a signed copy of the first and last pages of the SUBMISSION AGREEMENT by CDDR. Questions may be forwarded to CDDR through using the following email address: [ceo@cddr.biz](mailto:ceo@cddr.biz).

That material which is not chosen to be placed in CDDR'S vetting pool will be discarded. However, if the management staff at CDDR chooses to place the initial material submitted by a screenplay writer or film production company executive into its vetting pool, then the CEO of CDDR will contact the particular writer or film production company to discuss the details of placing that particular script in CDDR'S vetting pool.

[www.cddr.biz](http://www.cddr.biz)  
[ceo@cddr.biz](mailto:ceo@cddr.biz)

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[Home](#) [Viewpoints](#) [Submissions](#) [About Us](#) [What's New](#)

## **CDDR'S SUBMISSION AGREEMENT**

**DATED:** \_\_\_\_\_

I am submitting to you as part of this Submission Agreement ("Agreement") the following written, oral or otherwise recorded materials (the "Material"):

**TITLE:** \_\_\_\_\_

**FORM OF MATERIAL:** (e.g., script, treatment, play, idea, etc.): \_\_\_\_\_

**Principal Characters:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Brief Summary:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Registration Number(s) (Copyright, WGA, etc.):** \_\_\_\_\_

**Screen writers Guild #:** \_\_\_\_\_

**Patent Number#:** \_\_\_\_\_

**Number of Pages:** \_\_\_\_\_

The Material is submitted on the following terms, conditions, and understandings:

1. I understand and acknowledge that because of your position in the entertainment industry you receive numerous submissions of ideas for movies and programs for film, television and all other platforms, formats, stories, suggestions, and the like. I further understand and acknowledge that you would refuse to accept, consider, or otherwise evaluate the Material in the absence of my acceptance of each and every provision of this Agreement. I further understand and acknowledge that no confidential or fiduciary relationship now exists between us, and that no such relationship is established by reason of this Agreement or by reason of my submission of the Material to you.

2. I warrant that I am the author and controlling owner of all rights to the Material, and I have full power and authority to submit the Material to you on the terms and conditions hereof, each and all of which shall be binding not only on me but on any and all persons and entities for whom I am acting. I acknowledge that this is a non commissioned submission and that you did not suggest or request that the Material be written, created, or submitted.

3. Notwithstanding anything else in this Agreement, nothing in this Agreement shall prohibit you from using, without any obligation whatsoever to me and without payment whatsoever to me, a concept or idea under consideration, in development, or otherwise owned or controlled by you at the time of my submission to you to the extent that such concept or idea is substantially similar or identical to the Material or any part thereof or any idea therein and which concept or idea is independently created by your employees or associates or those of third parties. Moreover you may use, without any obligation whatsoever to me and without payment whatsoever to me, the Material, or any part thereof or ideas therein, to the extent that such Material, part, or idea (a) is not unique, novel, original, and concrete so as to be entitled to intellectual property protection under the law, or (b) has been made public by anyone at the time of my submission or otherwise is in the public domain, or (c) would be freely usable by a third person if it had not been accepted as a submission or the subject of any agreement, or (d) is not protected by federal copyright law. Any of the Material that, in accordance with the preceding two sentences, you are entitled to use without obligation to me is hereinafter referred to as "Unprotected Material." If all or any part of the Material does not fall in the category of Unprotected Material, such part, if any, in hereinafter referred to as "Protected Material".

4. You agree that if you wish to use any Protected Material in 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), you and I will negotiate in good faith concerning the appropriate payment for such use or contemplated use.

5. I understand and acknowledge that you and your employees have access to, may create, or have created, television material and ideas which may be substantially similar or identical to the Material in theme, idea, plot, format or other respects. I agree that I will not be entitled to any compensation because of the use of any such substantially similar or identical material that may have been independently created by you or any of your employees or may have come to you or such employee from any other independent source, whether before or after the date of this Agreement. I agree and acknowledge that no presumption of inference of copying or use shall arise, or be asserted, by virtue of the fact that I submitted the Material to you or that you had access to it.

6. I agree and acknowledge that no contract or obligation of any kind, other than those arising pursuant to the express terms of the Agreement, is assumed by you or may be implied against you by reason of your review of the Material and/or any discussions or negotiations we may have. Specifically, it is understood that neither my submission of or your review of the Material pursuant to this Agreement, nor your use of Unprotected Material, constitutes or creates an implied-in-fact or implied-in-law contract, even if there exists an industry custom or practice to the contrary.

7. I have retained at least one (1) copy of the Material, and I hereby release you of and from any and all liability for loss of, or damage to, the copy or copies of the Material submitted to you hereunder.

8. You shall not provide a copy of the material or any portion thereof to any party with out our prior express written consent.

9. You shall have no right to assign this agreement in whole or in part, in any manner to any person, corporation or entity absent my prior express written consent if such consent is granted and if such assignee approved by me assumes all of your obligations hereunder, then you shall no longer be liable hereunder. I shall not have the right to assign this agreement.

10. You agree that you shall notify me in writing before making any use of the material or any part thereof, or any idea therein, which written notice shall state with particularity, the basis upon which you claim the right hereunder to make such use. Further, you shall make no such use during the 30 day period following my receipt of such notice in order to provide me with a reasonable period of time, to notify you of any objection to your claimed right and/or to commence arbitration proceedings as contemplated in paragraph 14.

11. I understand that whenever the word "you or "your" is used herein, it refers to (a) CINEMATIC DUE DILIGENCE RESEARCHERS, INC. ("CDDR"), (b) any company affiliated with CDDR by way of common stock ownership or otherwise, (c) parents, divisions, units, and subsidiaries of CDDR, (d) divisions, units, and subsidiaries of such affiliated companies, (e) any firm, person, or corporation to whom CDDR is leasing production facilities, and (f) the officers, agents, servants, employees, stockholders, clients, successors, and assigns of CDDR, and of all such firms, persons, and corporations referred to in the immediately preceding sections 8(a) through (e) hereof. I understand that whenever the word "I," "me," or "my" is used herein, it refers to (a) the undersigned person(s) submitting the Material and (b) any person or entity on whose behalf the undersigned is acting in submitting the Material. As such, this agreement shall be binding, jointly and severally, upon all persons so submitting the Material.

12. I agree that in connection with my submission of the Material, CDDR may disclose verbally, in writing, or otherwise, information relating to CDDR, including but not limited to CDDR's businesses, including without limitation, CDDR's clientele, trade secrets, copyrights, ideas, techniques, know-how, inventions and/or any other information of any type relating to CDDR's business, operations and activities, the identity of CDDR's agents, contractors and subcontractors (collectively, the "Confidential Information"). Receiving Party, the recipient of the Confidential Information under this Agreement, shall use the Confidential Information only for the strictly limited purpose in performing services on behalf of the CDDR. I shall not at any time directly, indirectly or otherwise, use, disseminate, disclose or publish any Confidential Information, or use same for my benefit or deliver to another any document, record, notebook, blueprint, computer program or record or similar repository of or containing Confidential Information, unless and until such Confidential Information has become a matter of public knowledge through no action or fault of my own or unless otherwise required by court order to comply with the law.

13. I will indemnify you from and against any and all third party claims, expenses, losses, or liabilities (including but not limited to reasonable outside attorneys fees and punitive damages) that may be asserted against you or incurred by you at any time in connection with the Material, or any use thereof as permitted by this agreement, including but not limited to those arising from any breach of any promise or warranty given by me herein, unless such claims express losses, or liabilities arise primarily from any negligence or willful misconduct on your part, or any changes to the Material made by you.

14. Any and all disputes (a) concerning or related in any way to the Material, or any part thereof or idea therein, or the submission thereof or (b) arising out of or relating to this Agreement, shall be submitted to arbitration. Each party hereby waives any and all rights to litigate any such dispute in court, it being the intention of the parties to resolve all such disputes through arbitration pursuant to this Paragraph. Either party may commence arbitration proceedings by giving the other party written notice thereof by registered mail or personal service and proceeding thereafter in accordance with the rules and procedures of JAMS. The arbitration shall be conducted in the County of Los Angeles, California, and shall be governed by and subject to, as applicable federal or California substantive law and law of remedies, and the then-prevailing rules of JAMS. The arbitrator's remedial authority shall be no greater than that which is available under the statutory or common law theory asserted. The arbitrator's award shall set forth in writing the legal and factual basis therefore and be final and binding and a judgment upon the award may be enforced by any court of competent jurisdiction. I further agree that, as a material and absolute condition precedent to any such arbitration proceeding, subject to your compliance with the notification requirements of paragraph 10 I will give you written notice of my contention that you have no right to use the Material, or part thereof or idea therein, stating the particulars in reasonable detail; and that any such arbitration proceeding shall be, and is hereby forever waived and barred, unless duly filed by me within 6 months after my actual knowledge of your first use of the Material, or part thereof, or idea therein, or thirty (30) days after you notify me in writing that you deny liability to me, whichever is earlier. For the avoidance of doubt, this Paragraph is not intended to limit either party's rights or remedies in connection with the breach or enforcement of any other agreement between the parties concerning the use of the Material (e.g., a program license agreement), which will be determined solely based upon the provisions of that agreement, nor is it intended to limit your remedies concerning my improper or unauthorized use of your intellectual property.

15. This agreement shall be in all respects be governed by and interpreted pursuant to the laws of California, excluding choice of law rules.

16. Should any provision or part of any provision herein be void or unenforceable, such provisions or part thereof shall be deemed omitted, and this Agreement with such provision or part thereof omitted shall remain in full force and effect. This Agreement shall at all times be construed so as to carry out the purposes hereof.

17. I hereby state that I have read and understand this Agreement and that no oral representations of any kind have been made to me, and that this Agreement states our entire understanding with reference to the subject matter hereof. Any modification or waiver of any of the provisions of this Agreement must be in writing and signed by both of us.

**C.D.D.R.**



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[Home](#) [Viewpoints](#) [Submissions](#) [About Us](#) [What's New](#)

**CDDR'S SUBMISSION AGREEMENT'S SIGNATURE PAGE**

**AGREED TO AND ACCEPTED BY:**

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

**Printed Name:** \_\_\_\_\_

**Company Name (If Applicable):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Social Security Number or Corporate Tax ID Number:** \_\_\_\_\_

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

**ACKNOWLEDGED BY:**

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

**CEO/CDDR**

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