CERTIFICATE OF AUTHORSHIP

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For good and valuable consideration, the receipt of which is hereby acknowledged, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Artist”) certifies as follows:

1. All literary material, suggestions, and ideas of every kind (collectively, the “Material”) submitted and to be submitted by Artist in connection with the television project currently entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Project”) was written and will be written by Artist pursuant to agreed-upon deal terms between (“Director”) and Artist in the regular course of Artist’s employment as a “work-for-hire,” as such term is understood under the United States Copyright Act (hereafter the “Agreement”). To the extent that such Material is not deemed a work-for-hire under any jurisdiction, Artist has irrevocably assigned, transferred, and conveyed such Material to Director and does hereby reaffirm same, including, without limitation, all copyrights, renewals, and extensions of copyrights therein, in all media now known or hereafter devised, throughout the universe in perpetuity.

2. Director is the author of the Material and entitled to the copyrights (and all extensions and renewals of copyrights) in and to the Material, including, without limitation, the right to make such changes and uses thereof as Director may from time to time determine.

3. Except as to any Material in the public domain or assigned to Artist by Director, Artist warrants that the Material is original with Artist (except assigned material, public domain material, or material included at the instruction of Director), and, does not defame, infringe upon, or violate the right of any person, firm, or corporation, and is not the subject of any litigation or claim that might give rise to litigation. Artist hereby waives all rights of “droit moral” or “moral rights of author” or any similar rights or principles at law which Artist may now or later have in the Material.

4. Artist agrees to indemnify and hold harmless Director and Director’s affiliates, assignees, and licensees from and against all claims, liabilities, damages, costs, or expenses, including reasonable outside attorney’s fees, arising out of any breach of any of the warranties contained herein. Director shall indemnify, defend, and hold harmless Artist from and against all claims, liabilities, damages, costs, or expenses including, without limitation, reasonable outside attorney’s fees, arising from the use of any Material included in the Project produced hereunder submitted by persons other than Artist or supplied by Director for inclusion in the Project and with respect to claims arising out of the development, production, distribution, and exploitation of the Project, provided that such claims are not related to a breach by Artist of any representation, warranty, covenant, or agreement made by Artist hereunder or in the Agreement.

5. Director’s rights in the Material may be freely assigned and licensed by Director and any such assignment or license shall be binding upon Artist and inure to the benefit of any such assignee or licensee; provided, however, that Director shall remain secondarily liable with respect to any of its obligations hereunder assigned to any party unless such party is a major, or established, independent motion picture production or distribution company, a television network, a cable television network, any other similarly financially responsible party, or any other party which controls or is controlled by or is under common control with Director or which through merger, consolidation, or acquisition succeeds to substantially all of the assets of Director, in which event Director shall be released from any further liability with respect to such assigned obligation.

6. Subject to the terms and conditions set forth in this Agreement, Director hereby grants Artist a non-exclusive, worldwide, non-transferable, royalty-free license to develop, make, create, market, offer for sale, and/or sell a derivative work based on the Material.

7. Artist agrees to execute promptly any documents and to do any other acts or deeds consistent herewith that Director or its assignees or licensees may reasonably require to further evidence or effectuate Director’s rights hereunder, subject to Artist’s reasonable opportunity to review and negotiate in good faith such documents.

8. Artist shall have no right and Artist hereby specifically waive, any and all right to seek or obtain injunctive relief of any nature including, without limitation, restraining the exploitation of the Material and any productions in which it is contained.

9. Artist agrees that all of the terms of this Certificate of Authorship and the Agreement shall be confidential between Director and Artist. Artist shall not disclose the terms hereof to third parties except as may be required by law or court order. Artist further acknowledges that Artist may acquire certain confidential information in connection with the Material, the Project and/or Director, its employees and affiliates and other business activities during the course of Artist’s engagement in connection with the Project, and Artist shall not consent to and/or authorize any person or entity to release such information without the express prior written approval of Producer.

IN WITNESS THEREOF, Artist has executed this Certificate of Authorship as of .

(Date)

ACCEPTED AND AGREED TO:

Artist Director

(Print Name) (Print Name)