

**D. Agreement RE: Unsolicited Material**

Dear \_\_\_\_\_:

I have read your statement of Policy and I agree to have you or your staff evaluate my idea or material ("material") for suitability of use by you subject to each of the following:

1. You, or your staff, will evaluate my material which I hereby submit.
2. You may use my material or any component of my material. If you do use my material, and if it is original and novel, you will pay to me as total compensation therefore, an amount that we subsequently agree to in writing, but if we have not attempted, or are not able, to agree to such sum and you start to use my material, you will pay to me and I will accept as full payment for all rights of every kind in the material, including copyright and the right to create derivative works therefrom, the sum of \$ \_\_\_\_\_.
3. I acknowledge to you that any liability you may have to me arising out of your use of the material will for no reason whatsoever exceed the forgoing sum.
4. I have provided to you all the important features of my material along with my submission. I warrant that the material is original to me and no third party, to the best of my knowledge and belief, has any right in or to it.
5. I also am aware, and I acknowledge, that other people, including your staff members, may have submitted materials to you that are similar or identical to my materials. And, I recognize that similar materials may have been made public by other persons. I realize that I will not be entitled to any compensation because of your use of such similar or identical material.
6. If any controversy or disagreement arises with respect to any of the subject matter of this agreement, resolution shall occur only through binding arbitration through the American Arbitration Association conducted before a panel of three arbitrators in Baltimore, Maryland, with the prevailing party to be reimbursed by the other for all costs associated with the arbitration. The substantive laws of Maryland shall apply.
7. Lastly, this writing is our complete understanding and agreement and can only be changed in writing.

\_\_\_\_\_(SEAL)  
 Submitter  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 Date  
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