Re: Name of Program

Dear,

Thank you very much for your submission to WTTWN (“WTTWN”), a division of Window to the World Communications, Inc. WTTWN provides public television presenting station services as well as produces programming, individually or under co-production arrangements. We are responsible for distributing quality programs, such as Soundstage® and CEO Exchange®, to the national public television system.

In order to evaluate submissions, WTTWN has established guidelines regarding submitted program ideas or presenting station service requests. We appreciate your patience during this process. While WTTWN does not solicit program ideas, suggestions or materials from members of the public, it welcomes the opportunity to evaluate such items when requested. However, WTTWN has found it necessary to take precautions in considering such ideas and suggestions, in order to avoid any potential misunderstandings as to the rights and responsibilities of WTTWN in relation to such submissions. Accordingly, WTTWN requests that you read and acknowledge your agreement to the following.

Please note that WTTWN and its affiliated entities have program production and program development staffs constantly engaged in the development of new programs, promotions and other ideas independently or jointly with third parties. Consequently, many such ideas or suggestions may already be known or available to WTTWN through the efforts of its staff. WTTWN asks that you acknowledge that the possible value of an idea is questionable since an idea is not protectable and may be freely copied by all. WTTWN and its affiliated entities reserve all rights to develop any ideas independently, either alone or with a third party, without obligation to you, even if the ideas are similar or identical to the ideas contained in your material. Accordingly, no compensation will be offered for the mere submission of ideas.
You hereby agree to the following:

1. No obligation of any kind is assumed by, nor may be implied against WTTWN, its parent company or its subsidiaries unless and until a formal written contract has been entered into, and then the obligation shall be only such as its expressed in the formal written contract.

2. No express or implied relationship, confidential or otherwise, is established by the submission to WTTWN or by consideration of the submitted idea by WTTWN. You acknowledge that WTTWN must disclose the submitted idea to various employees of WTTWN and possibly even to those outside of WTTWN’s employed to determine the idea’s value to WTTWN. No agreement for compensation shall be implied from WTTWN’s consideration or review of your submitted idea.

3. WTTWN assumes no obligation to disclose its own projects in development to the submitter. Neither the submission of the idea nor anything in this letter shall be deemed to limit or restrict WTTWN’s rights or prohibit WTTWN’s use, even if similar or identical to the submitted idea. You hereby waive and discharge any claim against WTTWN pertaining to the submitted idea (including, without limitation, claims for breach of implied contract), except those expressly authorized under federal trademark and copyright laws.

4. You represent and warrant that (i) you are the sole originator of the idea proposed, that you own it and that you have the legal right to submit it to WTTWN for its evaluation; (ii) neither the idea submitted nor WTTWN’s review or use thereof shall violate any personal or property rights of any third party; and (iii) no persons other than those signing below have collaborated with you in creating the idea, nor do any persons other than those signing below have any rights in said idea inconsistent with your agreement hereunder. These representations and warranties and the indemnification set forth in Paragraph 7 below shall survive the termination, execution, completion or expiration of this submission agreement.

5. WTTWN does not assume any obligation to return the submitted materials to you. Therefore, you should keep a duplicate of any materials submitted to WTTWN. Consideration of the submitted idea is not an admission by WTTWN of the novelty, propriety or originality of the idea.

6. WTTWN as used herein includes its parent, subsidiaries, affiliates, licensees, employees, consultants and agents.

7. You agree, at all times, to defend and hold harmless WTTWN, its affiliates, agents, employees, trustees, directors and subsidiaries from and against any and all claims, loses, obligations, liabilities and expenses including, without
limitation, reasonable counsel fees that may be asserted against or incurred by WTTWN in connection with the idea submitted hereunder, any use of such materials by WTTWN or any breach of any representation, covenant, agreement or warranty made by you hereunder.

8. This submission agreement constitutes the entire understanding of the parties. No other agreement, written or oral, express or implied, exists between the parties with respect to the idea submitted by you.

Your submissions can only be considered if the above-described conditions are agreed to and one copy of this letter is completed and returned to WTTWN, Attn: Eshed Halpern, 5400 N. St. Louis Ave., Chicago, Illinois, 60625. Alternatively, you may fax this letter to the same attention to (773) 509-5307. When the fully executed letter is received, your suggestion will be considered fully, and you will be advised of the outcome of such consideration.

WTTWN appreciates the interest you have shown in its activities and will be happy to receive your suggestion if you wish to submit it on the foregoing basis.

Very truly yours,

WTTW NATIONAL PRODUCTIONS, a division of WINDOW TO THE WORLD COMMUNICATIONS, INC.

AGREED TO AND ACCEPTED:

By ____________________________
Date ____________________________

PLEASE PRINT THE FOLLOWING:

Name ____________________________
Address ____________________________
Telephone ____________________________