The Jon Vickers Film Scoring Award 2017/2019
Entry Form and Agreement

Name (print): ________________________________________________________________

Current Address: _____________________________________________________________

__________________________________________________________________________

Phone Number: ______________________________________________________________

Email Address: ______________________________________________________________

Date of Entry: __________________________________________________________________

The deadline for entries is May 1, 2017. All entries must be accompanied by a signed copy of this entry form and agreement.

Submit this agreement with your entry to:

Jon Vickers
Director
Indiana University Cinema
1213 E. 7th Street
Bloomington, Indiana 47405
jwvicker@indiana.edu
ENTRY AGREEMENT

My signature below affirms my acceptance of the rules of the Indiana University Cinema ("IU Cinema") Jon Vickers Film Scoring Award Competition (the “Competition”) (available at: http://www.cinema.indiana.edu/film-scoring/) and the terms of this Entry Agreement. I further warrant and guarantee that the musical composition (the “Composition”) submitted by me in the Competition is my own unpublished original work and sole property and that I have the full right and authority to submit it and that I am the sole owner of the copyright in the Composition, and that no part of the Composition infringes upon the copyright or other right of any other work or person. I authorize the reproduction and distribution of the Composition for judging purposes.

I agree that the decisions of The Jon Vickers Film Scoring Award Competition Committee shall be final and binding on all matters relating to all aspects of the Competition.

If selected as the winner (the “Award Recipient”) of The Jon Vickers Film Scoring Award (the “Award”), in consideration for the Award (one half to be awarded by June 1, 2017; the second half to be awarded upon completion and delivery of the final score and parts), I agree to be bound by the following terms and conditions of participation in the Competition and use of my completed film score (the “Film Score”).

1.) DEADLINES:

   Deadlines for completion of the Film Score with parts shall be as follows:

   By September 1, 2018: First draft of Film Score due in PDF format and print to the Director of the IU Cinema
   By November 15, 2018: Complete and final Film Score due to the Director of the IU Cinema in PDF format and print
   By December 1, 2018: Deliver completed parts and Film Score in PDF format and print to the office of the Performing Ensembles Division, William and Gayle Cook Music Library, Jacobs School of Music

2.) NON-FULFILLMENT OF TERMS:

   If the Award Recipient fails to fulfill the terms of this Entry Agreement for any cause beyond her/his control, including but not limited to illness or accident, family tragedy, and/or unforeseen acts of nature, Award Recipient’s sole liability to the IU Cinema Jon Vickers Film Scoring Competition shall be the refund, upon demand, of any sums previously paid to the Award Recipient.
3.) FURTHER PARTICIPATION BY THE AWARD RECIPIENT:

The Award Recipient agrees to be available to answer questions regarding the Film Score, and to make revisions or corrections while the Film Score is in rehearsal during January and February 2019 (dates and times to be determined), and to be in attendance for the world premiere performance of the Film Score in February 2019 (date and time to be determined).

4.) RIGHTS:

A.) IU Cinema shall have the following rights with respect to the Film Score:

i.) Performances and Distribution:

a.) IU Cinema shall have the exclusive right and license to premiere the Film Score only in synchronization or timed relationship to the designated motion picture, and one encore if desired, for no fee.

b.) For 12 months after the world premiere of the Film Score, Award Recipient grants to IU Cinema the exclusive right and license to perform or to authorize others so to perform the Film Score only in synchronization or timed relationship to the designated motion picture, and to distribute and rent the Film Score and performance parts to presenters, for a fee of $250 per performance to be paid to Award Recipient.

c.) For the period from 13 to 24 months from the premiere of the Film Score, Award Recipient grants to IU Cinema the non-exclusive right and license to perform or to authorize others so to perform the Film Score only in synchronization or timed relationship to the designated motion picture, and to distribute and rent the Film Score and performance parts to presenters, for a fee of $250 per performance to be paid to Award Recipient.

ii.) Retention of Scores and Parts:

All scores and parts in print and PDF format used in the premiere of the Film Score shall be retained as the property of the IU Cinema for licensed performances and distribution under paragraphs (4.)(A.)i.)(a.), (b.) and (c), above, and for archival and research purposes.

iii.) Archival Recordings:
a.) IU Cinema shall have the right to make audio and video recordings (“Archival Recordings”) of the world premiere performance of the Film Score, with the copyright in those sound recordings to be owned by the Board of Trustees of Indiana University.

b.) Award Recipient grants to IU Cinema the right to reproduce, use, exhibit, display, broadcast, or distribute the Archival Recordings, for use in connection with the educational, research or promotional activities of Indiana University (“IU”). This includes, without limitation, the right to publish such recordings in IU’s media resources and IU related online publications.

c.) The Award Recipient will be provided with an audio-only copy of the Archival Recordings for her/his non-commercial use, including interactive streaming from the Award Recipients’ professional website, provided such use is accompanied by the following copyright notification:

© 2019, The Trustees of Indiana University. Used by permission. All Rights Reserved.

All other rights of reproduction, distribution, and performance of the Archival Recordings are expressly reserved by IU and the IU Cinema.

iv.) Marketing:

Award Recipient grants to IU Cinema the non-exclusive right and license to disseminate the Archival Recordings of the world premiere performances of Film Score, as well as the Film Score in print and PDF format, for the purpose of marketing the Film Score to presenters and prospective donors.

v.) Credit:

a.) All published editions of scores and parts for the Film Score shall include, on the title page or first page of music, the following inscription: “Original film score was commissioned by Indiana University Cinema as part of the Jon Vickers Film Scoring Award.”

b.) In any performances of the score negotiated and contracted by the Award Recipient or her/his publisher, the Award Recipient agrees to make all reasonable efforts to ensure that IU Cinema is properly credited in all promotional materials, printed or online, press releases and event programs. The credit shall read: “Original film score was commissioned by Indiana University Cinema as part of the Jon Vickers Film Scoring Award.” IU Cinema agrees that any inadvertent failure of Award
Recipient or any third party to comply with the foregoing requirements of this provision shall not be deemed a breach and in no event shall IU Cinema be entitled to injunctive relief in respect of any breach. The Award Recipient or her/his publisher shall make best efforts to effect a prompt prospective cure after Award Recipient's receipt of notice from IU Cinema of such inadvertent failure.

B.) Award Recipient shall have the following rights with respect to the Film Score:

i.) Copyright:

The Award Recipient retains all copyright and other proprietary rights to the Film Score. Nothing herein will be construed to transfer any of said rights to IU or IU Cinema. IU Cinema will be responsible for placing the following notice of copyright in any programs or notices for performances of the film score:

"Film Score © NAME OF AWARD RECIPIENT"

ii.) Credit:

a.) In its efforts to market and distribute the Award Recipient’s Film Score, IU Cinema will make all reasonable efforts to ensure that the Award Recipient is properly credited, in accordance with applicable professional standards, at the sole discretion of presenters authorized by IU Cinema, provided that such credit shall be identical to credits received by other composers of similarly utilized film scores. The Award Recipient agrees that any inadvertent failure of IU Cinema or any third party to comply with the foregoing requirements of this provision shall not be deemed a breach and in no event shall the Award Recipient be entitled to injunctive relief in respect of any breach. IU Cinema shall make best efforts to effect a prompt prospective cure after IU Cinema’s receipt of notice from the Award Recipient of such inadvertent failure.

5.) NAME AND LIKENESS:

The Award Recipient grants to IU Cinema the right to use and publish the Award Recipient’s name, likeness and biographical material, in connection with any and all uses of the Film Score authorized by this Entry Agreement.

6.) RESTRICTIONS:

A.) First Option: Award Recipient agrees that IU Cinema shall have the first option to record and publish the Archival Recordings and Film Score in conjunction with the
Indiana University Press and Jacobs School of Music for a period of 12 months following the world premiere of the Film Score, contingent upon the mutual agreement of the parties, which shall not be unreasonably withheld by the Award Recipient.

B.) Exclusions: This Entry Agreement does not include any right or authority to publish, reproduce or record the Film Score, or to make any other use of the Film Score not expressly authorized herein.

C.) Retention of Rights: All rights in the Film Score not granted to IU Cinema herein are reserved to the Award Recipient.

7.) APPLICABLE LAW/FORUM:

This Entry Agreement shall be governed by and construed under the laws and judicial decisions of the State of Indiana. All claims, disputes or disagreements which may arise out of the interpretation, performance or breach of this agreement shall be submitted exclusively to the jurisdiction of the courts of the State of Indiana or the Federal District courts located in Indiana.

8.) CONFLICTING LAW OR REGULATION:

Nothing contained in this Entry Agreement shall require the commission of any act contrary to an express provision of law, policy of law, or of any rule or regulation of any government authority, and if any provision of this agreement is held to be void, invalid or inoperative pursuant to any such law, policy, rule or regulation, such decision shall not affect any other provision of this Entry Agreement, and the remainder of this Entry Agreement shall continue in full force and effect.

9.) MODIFICATIONS OR AMENDMENTS:

Modifications or amendments to this Entry Agreement may be made. Any such modification must be in the form of a written rider to this Agreement, countersigned and dated by both the Award Recipient and the Director of the IU Cinema.
Signature of Applicant

Date

Print Name of Applicant

Signature of Parent or Legal Guardian if Applicant is a minor* as of date entry is submitted

Print Name of Parent or Legal Guardian (if applicable)

*In most U.S. states the age of majority is 18. However, it is 19 years old in Alabama and Nebraska, and 21 in Mississippi and Puerto Rico. It is 18 in most countries, but 19 in certain provinces of Canada; 20 in the countries of Japan, New Zealand, Taiwan, Thailand, and Tunisia; and 21 in the United Arab Emirates and some other countries.