T-Port Agreement

**SUBJECT: Agreement on participation, inclusion and use of Short Films in the International Student Film Festival Database.**

*BETWEEN*

**The Tel-Aviv International Student Film Festival** (hereinafter also “*TSFF*”), with offices in Sprintzak 2, 6473802 Tel Aviv, Israel, PC No. 580002053 by its legal representative Ms./Mr. George Mansour of Tel-Aviv Cinematheque;

Party of the first part

*AND*

**------** *Name of the school ---* (hereinafter also “*SCHOOL”*), with offices in – address of the school ---by its legal representative *---Name of legal representative*-----

Party of the second part

Referred to together hereinafter also as the *“Parties*”

\* \* \*

**Whereas:**

1. *TSFF,* has conceived a project entitled “T-PORT” intended to identify and promote the work of talented young filmmakers by creating a central platform of database T-Port Website ("T-Port website" – www.tportmarket.com), whereby films created by *SCHOOL* students can be exposed to film industry professionals;
2. *TSFF* requested *SCHOOL –* a leading institute for the training of directors and writers in the cinematographic and audio-visual industries in general – to participate in the project;

**Therefore the Parties agree as follows**:

**T-PORT PARTICIPATION**

1. *SCHOOL* has accepted to participate in the T-PORT project and to upload the Films created by its students ("**Films**") and the Films' Data ("**Data**") as defined hereunder, to the T-Port website under the terms of this agreement and the Terms of Use and Service of the T-Port website, as updated by T-Port from time to time. Such Terms of Use and Service shall form an integral part of this agreement.
2. The Films and Data shall be uploaded to the T-Port website by *SCHOOL* or by *TSFF* subject to the following principals*:*
3. The Data shall be available to the public as part of the website.
4. The Films shall be available for viewing to registered members of the site only.
5. Films shall be kept in database for the membership until **one year**, commencing from the date of receipt of the signed agreement or for additional period if membership is renewed under a full package (paid) condition.

***SCHOOL* WARRANTIES**

1. *SCHOOL* declares that it owns / and or controls all necessary intellectual property rights of the Films and their components and the delivered data and materials, including the soundtrack and musical score as are necessary to grant the rights to *TSFF* under this agreement.
2. *SCHOOL* represents and warrants that it has obtained all necessary clearances from the student and filmmakers, creators, participants in the Films as are necessary to grant *TSFF* the rights granted in this agreement.
3. Any expenses, costs or liability of the students and/or of any third party regarding the Films shall be borne by *SCHOOL* which undertakes to indemnify and hold harmless *TSFF* from any claims from under whatsoever title on such matters and any loss and damage *TSFF* may suffer following any actions or claims by said students;
4. To this end *SCHOOL* warrants that the grant and use of the rights by *TSFF* do not violate any third party rights.
5. The rights are granted to *TSFF* until **one year from the date of signing the agreement. The rights** are renewable for One (1) calendar Year. A renewal would be effective by TSFF written notice to school given at least 21 prior to the end of the original term subjected to membership fees as part of a full package.
6. If *SCHOOL*'s membership is not renewed and/or *SCHOOL* has breached the Terms of Use and Services of the T-Port website, *SCHOOL*'s Films and Data shall be removed from T-Port website all in accordance with the Terms of Use and Services.
7. If *TSFF* elects to terminate the project or terminate the *SCHOOL*'s participation, a 21 days written notice shall be sent to *SCHOOL*. In this event the *TSFF* shall remove the Films and Data in accordance with the Terms of Use and Services.

**DELIVERY OF THE FILMS AND THE DATA**

1. *SCHOOL* will upload to Website the following:

Films created by Students. Films shall be uploaded in a digital format (HD720p), with embedded English subtitles;

1. During the membership period *SCHOOL* shall be allowed to upload up to 10 Films.
2. Together with the Films, *SCHOOL* will upload, annually, toWebsite the following:
3. Synopsis of the Films in English.
4. No less than 2 (two) still photos from of the film and any other publicity materials (such as screen shots, posters, press books etc.).
5. List of credits and details of the copyrights owners.
6. Technical information.
7. Film screening history and awards.
8. Any other data requested by *TSFF* that will be required by the T-Port Project.
9. *SCHOOL* shall be allowed to upload the Films and the Data no later than 7 days from the confirmation of the membership of *SCHOOL.* Upload is conditioned on receipt of *SCHOOL's* membership agreement by *TSFF*.
10. *SCHOOL* shall upload to the T-Port website a minimum of 10 Films, no later than 30 days from the date of execution of this agreement.
11. *TSFF* shall be allowed to request from *SCHOOL* copies of the Data and the Films.

IP RIGHTS

1. *SCHOOL* herby grants *TSFF* non-exclusive rights ("*the Rights*"), to make use and exploit the Films and the Data as follows:
2. The right to upload and 'make them available to the public' and/or distribute them via the T-PORT website, in accordance with the terms of this agreement and the terms of use and services of the T-PORT website using any technology by any forms of internet, mobile or other wireless technology and/or transmission and/or streaming, existing or developed in the future and via any T-PORT platform and distribution channels;
3. The right to make use of the Data and/or the Films, in whole or in part in publications, events etc. in order to promote the T-Port project and the T-PORT website, in any platform including but not limited to internet, mobile, social networks, on the T-PORT website and other websites.
4. T-PORT shall be allowed to make use of the SCHOOLS logos/emblems etc. to promote the T-Port project and the website in the T-Port website in the T-Port Publications.

1. The rights are granted without any geo-limitations and/or territory worldwide.

This Agreement is governed by Israeli law and any dispute or challenge deriving from interpretation and/or execution of said Agreement is hereby awarded to the exclusive jurisdiction of the Courts of Tel Aviv.

I acknowledge and accept the terms of this agreement and the school’s participation on T-Port:

*(\*) please fill this space*

*SCHOOL’S NAME: …………………………………………….(\*)*

*MEMBERSHIP PLAN: SILVER / PREMIUEM / OTHER, PLEASE SPECIFY: …………….(\*)*

*LEGAL REPRESENTATIVE:………………………………….(\*)*

*DATE:…………………………………….(\*)*