



**Ministry of Foreign Affairs, Republic of China (TAIWAN)**  
**Copyright License Agreement**

I, ....., (hereafter referred to as the “undersigned”), have taken part in the “2020 Trending Taiwan Short Film Competition” (hereafter referred to as the “competition”) organized by the Ministry of Foreign Affairs, Republic of China (Taiwan) (hereafter referred to as the “organizer”) and co-organized by The Commonwealth Magazine Group’s Cheers Magazine. As such, the undersigned hereby declares that their video submission (hereafter referred to as the “submission”) is an original work created by the undersigned, and that the music file(s) in the video were obtained from legal sources, and that those persons shown in the submission have also provided the undersigned with portrait rights. By signing this document, the undersigned agrees to the rules and clauses laid out in this Copyright License Agreement (hereinafter referred to as the “agreement”), and gives the permanent license of the submission to the Ministry of Foreign Affairs, Republic of China (Taiwan) without compensation.

Terms and Conditions:

**1. Agreement Functions and Parameters**

During the tenure of the agreement, the undersigned agrees to grant the permanent license of the economic rights of the submission to the Ministry of Foreign Affairs, Republic of China (Taiwan), for use in domestic and overseas promotion. The organizer, for non-profit purposes, will also own the unlimited rights to the submission subject to reproduction, editing, modification, adaptation, publication, distribution,

leasing, public broadcast, public transmission, and public exhibition, in any and all forms to utilize all other economic rights, with no need to provide prior notice to the undersigned. The undersigned also hereby declares that they will forfeit their moral rights to the organizer. The undersigned also agrees to the condition that during the tenure of this agreement, they may not sublicense the submission to a third party anywhere in the world, whereas the organizer is not only granted the ability to sublicense the submission to third parties but can also sublicense the exclusive license of the submission to a third party.

## **2. Guarantee**

The undersigned hereby guarantees the originality of the submission and the submission has never been awarded at any other open competitions. In case of any breach of the aforementioned, the undersigned shall agree that the organizer may disqualify the undersigned and retrieve the prize awarded.

## **3. Warranty Against Defects and Litigation Obligations**

- (1) The undersigned hereby declares that before signing the agreement, they own the copyright and other relevant legal rights for the submission, and therefore can grant the exclusive license of the submission to the organizer. The undersigned also guarantees that the submission in no way violates the Copyright Act or other laws or regulations. In case a violation of the law occurs surrounding the submission, and should that lead to any injuries or damages to the organizer of the competition, the undersigned will take full legal responsibility and be liable for any injuries and damages to the organizer.
- (2) During the tenure of the agreement, in the case of third party claims against the organizer stating that the

undersigned's submission damages or infringes on his/her copyright or other relevant legal rights, the organizer shall inform the undersigned in writing. It will then be the undersigned's responsibility to assist in settling the dispute to safeguard the rights and interests of the organizer. If said claim eventually results in a court verdict and the organizer is deemed liable and therefore must pay for damages to said third party, the undersigned shall be held responsible and pay the organizer for all damages related to the court case, including but not limited to litigation expenses, retainer fees, and damage costs.

#### **4. Prize Information and Disclaimer**

- (1) Although winners will receive a monetary prize as their reward for being chosen as a prize winner in the competition, the organizers are not responsible for winners' transportation, room and board while attending the award ceremony.
- (2) All winners who are Republic of China (Taiwan) nationals, regardless of whether the winner is an individual or a group, must follow the relevant laws and regulations of the Republic of China (Taiwan) when collecting their prize money, which will be paid in New Taiwan Dollars. Some prize money may also be withheld by the organizer in accordance with the tax law of the Republic of China (Taiwan). A 2nd Generation NHI levy will also be deducted.
- (3) Winners who are non-Republic of China (Taiwan) nationals, regardless of whether they reside in the Republic of China (Taiwan) or another country and regardless of whether they are an individual or a group, must follow the relevant laws and regulations of the Republic of China (Taiwan) when collecting their prize money. The award may be paid in foreign currency. The service fee for the conversion of currency as well as the remittance charge will be paid for by the prize

winner(s). Some prize money may also be withheld by the Organizer in accordance with the tax law of the Republic of China (Taiwan).

In witness whereof, the undersigned hereto has executed this agreement on the date and year written below.

To: Ministry of Foreign Affairs, Republic of China (Taiwan), The Commonwealth Magazine Group's Cheers Magazine and Echo 1 LTD.

Name of the Undersigned: \_\_\_\_\_

Submission Name: \_\_\_\_\_

ID Number: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signature : \_\_\_\_\_ Date: \_\_\_\_\_

