

DISNEY CONSUMER PRODUCTS, INC.  
500 SOUTH BUENA VISTA STREET  
BURBANK, CALIFORNIA 91521

DATE: \_\_\_\_\_, 2011

**ARTWORK RELEASE, COPYRIGHT AND CONFIDENTIALITY LETTER AGREEMENT (“AGREEMENT”) REGARDING INSTITUTE OF FOOD TECHNOLOGISTS STUDENT ASSOCIATION & DISNEY CONSUMER PRODUCTS, INC. NUTRITIOUS FOOD FOR KIDS PRODUCT DEVELOPMENT COMPETITION (“CONTEST”)**

Dear Student,

Disney Consumer Products, Inc. (“Disney”, “we” or “us”) is so excited that you and your fellow team members want to participate in this Contest, and we look forward to seeing your Disney character-inspired food or beverage product.

In connection with your participation and your team’s participation in the Contest (in particular, your creation and submission of a preliminary product proposal and, if applicable, a final product proposal), we understand that you will require access to certain intellectual property of ours, our affiliates, and/or our/their respective licensor(s) (“Licensed Material”), and we are willing to provide you and your fellow teammates with access to such Licensed Material per the terms set forth in this Agreement.

**1. LICENSE**

We hereby grant to you and your team a limited, non-exclusive, non-transferable, non-sublicenseable, revocable, royalty-free license to access and use the Licensed Material identified in Attachment 1 hereto, solely to develop and submit a preliminary product proposal and, if applicable, a final product proposal (such Licensed Material together with either a preliminary product proposal or a final product proposal or both shall be referred to as an “Entry”) as a participant in the above-referenced Contest (collectively, the “Purpose”). You agree not use the Licensed Material in any manner other than for the Purpose.

**2. TERM**

This Agreement shall become effective when it is executed by both parties and shall terminate upon the earliest to occur of (i) June 30, 2012 or (ii) written notice by us to you (at any time for any reason or no reason); provided that all of the provisions hereof (other than the license granted) will survive termination. Upon termination, you agree to return to us all Licensed Material in your possession and shall destroy, efface or erase all copies thereof, in whatever form or media, including all portions or extracts contained or referenced in

analyses, studies, designs, concepts, samples, mock-ups, and other derivative works or materials created by you or your team or on your behalf or your team's behalf.

### **3. OWNERSHIP OF LICENSED MATERIAL**

All rights in and to the Licensed Material, including, without limitation, all trademark, copyright and other proprietary and intellectual property rights, are exclusively owned by and reserved to Disney Enterprises, Inc. ("DEI") or its designee including but not limited to any recipe(s) developed by you or your team as part of your Entry. You shall neither assert nor acquire any rights in the Licensed Material, or in any derivative works created by you or on your behalf (which shall be deemed works made for hire by DEI or its designee), or in any trademarks related thereto; provided, however, that in the event the work for hire doctrine is not effective, or you or a third party used by you is otherwise deemed to have any such rights, you hereby assign (and will require all such third parties to assign) to DEI or its designee all right, title and interest in the Licensed Material and in all derivative works and in all trademarks related thereto throughout the universe in perpetuity in all languages. All uses of the Licensed Material, derivative works and trademarks related thereto shall inure to DEI's or its designee's benefit.

### **4. CONFIDENTIALITY**

You shall keep the terms of this Agreement, and all information, materials, and results in connection herewith, confidential (and obligate any third-parties retained to provide services to you to maintain the confidentiality of such information and materials).

### **5. GENERAL**

This Agreement shall be deemed to be an executory agreement entered into in the State of California and shall be governed by and interpreted in accordance with the Laws of the State of California applicable to agreements made and to be fully performed in California without regard to any choice of law principles or statutes thereof. Any legal proceeding arising in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Los Angeles County courts and you hereby waive any defenses or objections based on lack of jurisdiction, improper venue, and/or forum non conveniens.

This Agreement contains the entire agreement between us with respect to the subject matter hereof, and supersedes and replaces any and all pre-existing agreements and communications between us, whether written or oral, with respect to the subject matter hereof. This Agreement may not be amended, modified or extended in any manner whatsoever without an agreement in writing executed by you and us hereto.

Please confirm your acceptance of the terms and conditions stated herein by signing below and returning this Agreement to: Amy DeJong, Disney-IFTSA Competition Chair, 16 Lathrop #2, Madison, Wisconsin 53726.

DISNEY CONSUMER PRODUCTS, INC.

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**Agreed and accepted as of the date first set forth above:**

By: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Name of Team: \_\_\_\_\_

## **Attachment 1**

### **Licensed Material**

1. Characters from the Disney Standard Characters franchise (i.e., Mickey Mouse, Minnie Mouse, Donald Duck, Daisy Duck, Pluto and Goofy), but only such characters and depictions of such characters, and accompanying artwork, designs, and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.
2. Characters from the Disney/Pixar Cars franchise (i.e., Lightning McQueen, Sally, Fillmore, Boost, DJ and Mater), but only such characters and depictions of such characters, and accompanying artwork, designs, and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.
3. Characters from the Disney Princess franchise and the underlying films (i.e., Aladdin, Beauty and the Beast, Cinderella, The Little Mermaid, Mulan, Pocahontas, The Princess and the Frog, Sleeping Beauty, Snow White and the Seven Dwarfs and Tangled)(i.e., Jasmine, Belle, Cinderella, Ariel, Mulan, Pocahontas, Tiana, Aurora, Snow White and Rapunzel), but only such characters and depictions of such characters, and accompanying artwork, designs, and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.
4. Characters from the animated television series Jake and the Never Land Pirates (i.e., Jake, Izzy, Cubby, Skully, Captain Hook, Mr. Smee, Sharky and Bones, Marina the Mermaid, Tick-Tock the Crocodile), but only such characters and depictions of such characters, and accompanying artwork, designs, and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.
5. Characters from the animated television series Disney Phineas and Ferb (i.e., Phineas, Ferb, Perry/Agent P, Candace, Jeremy, Buford and Dr. Doofenshmirtz), but only such characters and depictions of such characters, and accompanying artwork, designs, and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.