Windsor Fringe Kenneth Branagh Award for New Drama Writing 2026 - 2027 IPR Agreement

'The Organiser' is Windsor Fringe. 'The Writer' refers to one of the three finalists for the Award. 'The Event' is the Windsor Fringe Kenneth Branagh Award for New Drama Writing 2026. 'The Play' refers to the play written by The Writer and submitted for this competition.

Dates of play production: **Play title:**

The Intellectual Property Right of …… to be identified as the author of this work has been asserted by him/her in accordance with the Copyright, Design & Patents Act of 1988.

1. The Writer agrees to permit Windsor Fringe to produce the Play and sell tickets for the stated number of productions in the year of the competition.
2. The Event shall be promoted by both the Organiser (Windsor Fringe), and as much as possible by the Writer. The Writer understands that Windsor Fringe is a non-commercial organisation run by volunteers with the sole aim of promoting the arts in the area of Windsor, Berkshire U.K.
3. The Organiser's agreement with the Writer in return for their contribution is limited to the following:
   - The Organiser will provide the Writer with three free tickets available together on one production night of the Writer's choice.
   - The Writer will be provided with (in-person or via mail should they not be able to attend) one copy of the event programme.
   - Should the Play be filmed, the Organiser will provide the Writer with one copy of the recording.
   - The Organiser will promote the Writer and their interest by a listing on the main Windsor Fringe website page. The Writer has agreed to the listing of their biography and promotional photograph which is to be provided by the Writer or their media representative.
   - Social media promotions will be used to highlight the event. The Writer is requested and expected to share posts and otherwise highlight the event on whichever social media platform where they have a presence.
   - The Writer confirms that no sum of money shall be paid to them by the Organiser unless, in the case that they are the winner of the competition, the agreed prize shall be passed to them by the Organiser. Although the Writer is invited to attend the Play, the Organiser is not liable for the Writer's expenses and all travel and other expenses shall be paid by the Writer.

4. The Writer warrants and represents that the Play is the Writer's own original work and has never been published prior, and that all copyright law has been adhered to.

5. The aim of Windsor Fringe is to support new drama writing and runs this Award in good faith and aiming to follow best practice. The Writer will indemnify and hold Windsor Fringe and their contractors, including the selected videographer, harmless from any and all liability, expense, or damage arising out of violation or alleged violation of copyright law.

6. The Writer will promote the Event via email lists and social media, in a positive manner which will generate interest in the event.

7. The Writer will respect the decision of the judges and will not publish any comments derogatory to the Event or Windsor Fringe, should they not be the winning Writer.

8. The Writer understands that permissions granted to the Organiser under this agreement do not prohibit the Writer from further publishing/producing the Play in future in the Writer's professional or personal work. Also, all intellectual property rights (IPR) stay with the Writer and

at no time does the Organiser retain those rights or claim to own such for itself.

9. The Writer grants the Organiser the right to record the Writer's Play and to record and film information relating to the Writer's participation in the Event including, but not limited to, audio and video recordings of the Writer's image, likeness, voice and performance for the purpose of marketing the Writer and the Event this year in promotion of any aspect of the presentation. The Organiser hereby gives up any other right to the material.

10. The Writer represents and warrants that he/she is fully able to participate in the Event without restrictions of any kind and is not a party to any contracts or agreements that would prohibit or prevent the Writer from participating in, being involved in and promoting the Event and fulfilling the Writer's obligations pursuant to the Agreement.

11. The parties agree and understand that the Writer is an independent contractor. This Agreement between the Organiser and the Writer does not create an employee/employer relationship, agency, partnership, or joint venture between the Organiser and the Writer. The Writer has no authority (expressed or implied) to bind the Organiser to any obligation.

12. This text contains the full essence of the Agreement between the parties hereto, and there are no other representations or understandings, either verbal or written between the two parties.

13. This Agreement shall be governed by the laws of the United Kingdom. Any legal action or proceeding arising under this Agreement or in any way related to the Writer's participation in the Event may be initiated only in the United Kingdom and courts located within the UK. The Writer irrevocably consents to the jurisdiction of such courts and agrees that venue will be proper in any such court.

14. Miscellaneous: a) This Agreement may not be amended except in writing signed by both parties. No waiver by any party of any right under this Agreement will be construed as a waiver of any other right. If a court finds any provision of this Agreement is invalid or unenforceable as applied to any circumstance, then the remainder of this Agreement is binding on the successors and assigns of the parties. In the event of any action, suit, or proceeding arising from or based upon this Agreement, the prevailing party shall be entitled to attorney fees. (b) This Agreement shall be binding upon the Organiser only when it has been signed by the Writer and by an authorized representative of the Organiser.

Authorised Signatures

Writer

Print name Sign name Date

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The Organiser's authorized representative

Print name Sign name Date

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KBDA Drama Team - 12 October 2026