

Date

Name

Bus/Org Name

Address

City, State NE

Dear _____ :

I am writing to confirm that you have successfully completed Native American Public Telecommunications Research and Development Agreement # _____ . Congratulations! This letter stipulates the continuing terms in the R&D Agreement, and outlines the next steps toward completion your Production.

Here's what happens next. The following terms of your contract will remain in effect after the contract is closed:

- NAPT shall have a perpetual right of first refusal to present the Production to the Designated Distributor, and to acquire and distribute any and all Subsidiary and Ancillary rights in and to the Production for its distribution arm, Vision Maker Video.
- Unless prohibited by applicable foreign law or otherwise specified by NAPT or CPB, all distributions of the Production (regardless of the time or method of distribution, version, market and audience, and including but not limited to all advertising, promotional materials and ancillary publications based on or related to the Production) will carry underwriter credit identifying CPB and NAPT's financial assistance consistent with all applicable laws and regulations and with PBS's National Program Funding Standards and Practices. Notwithstanding the above, if the Production is completed and submitted to the Designated Distributor, NAPT shall be entitled to a presenter credit pursuant to PBS guidelines.
- You are required to maintain your records for this contract until three years after the date of completion, and to make copies available to the Corporation for Public Broadcasting or its duly authorized representatives upon request.
- From the execution of the R&D Agreement in perpetuity, Producer shall not grant, license, transfer, assign, encumber, pledge as collateral or otherwise dispose of, license or transfer any rights of any nature, including the right of underwriter identification and ancillary and subsidiary rights, in the Production or any Element to any third party in exchange for Production distribution, assistance, program participation, profit sharing, financial assistance or remuneration, to secure any indebtedness or for any other reason, without NAPT's prior written approval.

Because some of the terms of the NAPT R&D Agreement stay in force for the next fifteen years, we strongly suggest that you retain your copy of the agreement and any subsequent amendments throughout the period of these contract terms.

I'd like to thank you for your investment of time, energy, and expertise in developing this program for public television. We look forward to working with you through the production and completion stages. Best of luck with your fundraising efforts.

Sincerely,

Shirley K. Sneve
Executive Director

cc: Fiscal Sponsor
Mary Ann Koehler

Encl: