Submission Agreement

I am submitting to you the following materials ("the Material"):  
________________________________________________________________
(list title and description here)  
________________________________________________________________

in accordance with the following agreement:

1. I represent and warrant to you, your successors, and assigns that the Material is original with me and that no other persons other than those who have signed this agreement have collaborated with me in creating and developing the Material.

2. Your consideration of the Material and any negotiations between us regarding the Material shall not be deemed an admission of the novelty or originality of the Material.

3. You may retain a copy of the Material and I release you from any liability for loss or damage thereto.

4. I hereby grant you the right to use the Material provided that you shall first conclude an agreement with me for such use or you shall determine that you have an independent legal right to use the Material or any portion thereof which is not derived from me either because the Material is not new, novel, or original or has not been reduced to concrete form or because other persons (which may include your employees and other persons presenting materials to you) have submitted similar or identical suggestions, features, and material which you have the right to use.

5. This Agreement shall be construed solely under Colombian substantive law. The parties having chosen the substantive law to apply, no other choice of law (including Colombia’s) applies. Any dispute shall be settled in the Colombia; if dispute resolution is required, it shall be conducted in Colombia. A party may enforce any settlement or arbitration in any other forum only in accord with appli-
cable law. Any dispute between us which cannot be settled by the parties in a rea-
sonable time shall be submitted to arbitration in Bogotá, Colombia, in accordance
with the rules and regulations of Colombia. I agree that any claim against you,
your employees, officers, directors, or shareholders based on the Material must be
brought within one year after the date of your first publication or other relevant use
of the Material.

6. In the event of any dispute that requires dispute resolution, the prevailing party
shall be entitled to receive reimbursement from the nonprevailing party for all me-
diation, arbitration, and other legal costs, expenses, and fees, in addition to any other
recovery or award.

7. This agreement constitutes our entire understanding and my signature and the
signature of any person who has collaborated with me in the creation or devel-
opment of the Material shall constitute agreement to the terms and conditions
set forth herein. This agreement may be changed only by a written instrument
signed by you and me. This agreement also applies to any other material which I
may submit to you unless it is agreed by us in writing to the contrary. The invalidity
of any provision of this agreement shall not affect the remainder, which shall con-
tinue in full force and effect.

__________________________________________________________
Signature

__________________________________________________________
Street Address

__________________________________________________________
Name, Please Print Clearly

__________________________________________________________
City, State, Zip Code

__________________________________________________________
Date

__________________________________________________________
Telephone Number

NOTE: In case of collaboration, each collaborator should sign and provide the above information.