



Contract Agreement – Kula Awards 2018 Subsidy for Film

5. GOVERNING LAW

5.1 This Agreement shall be governed by and construed in accordance with the Laws for the time being enforced in Fiji.

6. INDEMNITY PROVISION

6.1 Each party to this Agreement shall assume the risk of any liability arising from its own conduct to the extent permitted by law. Neither party agrees to insure, defend or indemnify the other.

7. DISPUTE RESOLUTION

7.1 If a dispute, controversy or claim arising out of or relating to this Agreement between Film Fiji and the School, then the parties shall use all reasonable endeavors to resolve such dispute amicably.

7.2 In the event of a dispute between Film Fiji and the School as to the interpretation of this Agreement or as to any matter arising in relation thereto cannot be amicably resolved, the parties agree that such dispute shall be submitted to an arbitrator pursuant to the provisions of the Arbitration Act, Cap. 38 and the venue of this hearing shall be in Suva, Fiji.

7.3 The costs of any arbitration shall be borne as the arbitrator may direct.

8. ENTIRE AGREEMENT

8.1 This agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

9. RIGHTS AND OBLIGATIONS OF THE SCHOOL

9.1 The rights and obligations of the School are strictly limited to the terms and conditions of this Agreement.

10. INTELLECTUAL PROPERTY

10.1 Any work produced by the School in connection with the performance of the assigned responsibilities shall be owned by Film Fiji.

11. TERMINATION

11.1 This contract has been made effective as on the date of execution by the Parties and will remain effective till 31 August 2018.

11.2 This contract may be terminated by giving 7 (seven) days' notice with reasons in writing to the other party. The School is to refund \$250 subsidy if terminated.

11.3 Termination of this Agreement will be without prejudice to the rights of either party against the other in respect of anything done or omitted to be done under this agreement prior to such termination or in respect or any sums or other claims outstanding at the time of termination.



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IN WITNESS WHEREOF these presents have been executed by the parties hereto the day and year herein before written.

**For and on behalf of Film Fiji
Management**

For and on behalf of School Management

Signature:
Dallas Foon

Signature:
Principal

Company Stamp:

Official School Seal:

Witness.....

Witness.....