

## **The TOKYOPOP Shining Stars Program Pact**

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Date of this pact: 5/22/2008

### **MAKING A MANGA PILOT FOR TOKYOPOP**

TOKYOPOP wants you to make a manga pilot for our Shining Stars Program. What's a "manga pilot"? It's either a standalone short story or the first chapter of a graphic novel that you intend to write and draw (or just write or just draw). It's between 24 and 36 pages in total plus a piece of color key art.

### **AN AGREEMENT TO HAVE SOME SERIOUS FUN TOGETHER**

Before you get started, you and we need to agree on a few things that we've written down in this pact. Then both you and we need to sign it.

This pact is your contract. You'll notice this doesn't look like your everyday ordinary contract – the kind filled with double-column microscopic boilerplate and mumbo jumbo written by Hollywood attorneys – but, nonetheless, this is a contract. It's written in the spirit of "serious fun", and that's just what our Shining Stars Program is all about. We've tried to make this pact informative and easy to understand, so you and we will both be clear about what's expected.

### **A STANDARD PACT**

To make things simple and fair, everyone in the Shining Stars Program gets the same basic pact and the same payments. The only part that's unique to each pact is the information about you and your project on the next page.

### **TWO BASIC TERMS**

When we talk about your project, we'll capitalize it, like this: "Project". We do this so that you and we understand it means the specific idea (characters, concepts, and worlds) that you want to use as the basis for your manga pilot.

When we talk about the manga pilot you're going to make based on your Project, we'll capitalize it, like this: "Manga Pilot".

### **A PACT FOR YOU AND US**

This pact is between you (your name is on the next page) and us (we're TOKYOPOP Inc., and we're located at 5900 Wilshire Blvd., Suite 2000, Los Angeles, CA 90036). This is the agreement between you and us that has to do with your Project and the Manga Pilot.

**OK, ON TO THE NEXT PAGE TO FILL OUT SOME INFORMATION ABOUT YOU AND YOUR PROJECT.**

## ABOUT YOU AND YOUR PROJECT

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Your Project's title

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Short Project  
Description

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Your name

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Your home address

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Your email address

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You are  18 years or older  under 18 years

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What you're going to do  write the Manga Pilot  draw the Manga Pilot

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Pilot Fee \$\_\_\_\_, payable in full when we receive and accept the Manga Pilot

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Target completion date

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We'll fill in the next part for you:

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Your editor's name

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Your editor's email

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## HERE'S WHAT YOU AND WE AGREE TO DO (AND NOT DO)

### WHAT YOU AGREE TO DO:

#### MAKE THE MANGA PILOT

You're going to create the Manga Pilot and give it to us in a digital format. More about the digital format later. You'll make sure the Manga Pilot contains only content that's OK for readers under the age of 16.

If you're writing **and** drawing the Manga Pilot, cool, 'cause that means you'll be able to have the maximum control over how it turns out.

If you're writing the Manga Pilot but not drawing it, we'll hire an artist to draw it. You and we will have to agree on the artist – we wouldn't think of leaving you out of the decision. Keep in mind that if you're not drawing the Manga Pilot, the artist we hire will put his or her spin on your story and characters and, so, it probably won't turn out exactly the way you imagine it. Sometimes that's the best way to make a Project insanely great, but it definitely takes more communication as well as compromise. That's the risk you and we will take.

Since manga is so visually driven, sometimes the artist creates the concept and wants to team up with a writer, so what we just said applies to that situation, too. You can draw the Manga Pilot for your story but not write it, and we'll hire the writer.

### **WORKING WITH YOUR EDITOR**

A Manga Pilot is a test of what you can do by yourself. Your editor's job isn't to write or draw your Manga Pilot for you. However, your editor will give you tips, comments, and encouragement to help you try to exceed your boundaries so that your Manga Pilot represents the best work you've ever done. It's not quite as much feedback as you would get if you had signed up to create a full graphic novel series for us. But it's significantly more than you would get if you planned to enter our Rising Stars of Manga competition, where we only provide rules and technical specs, but where our editors don't coach anyone.

### **WHAT YOU'LL DELIVER**

You'll deliver the completed Manga Pilot to us. Or, if you're just writing but not drawing, you'll deliver your completed script, or if you're just drawing, you'll deliver your completed art.

### **WHAT "COMPLETED" MEANS**

Well, if you're writing **and** drawing the Manga Pilot, it isn't "completed" unless you've inked, toned, ballooned, and lettered it, and converted it to the digital format (which we'll describe on page 10).

If you're only writing, a final manuscript with all dialogue is the "complete" product.

If you're only doing the art, final page files with balloons and lettering is what we call "complete".

### **COMPLETING THE MANGA PILOT AND GETTING PAID**

Please keep in mind that we won't pay you the Pilot Fee mentioned on page 2 until we've received **and approved** the completed materials you're creating for the Manga Pilot.

### **A SCHEDULE WE CAN BOTH AGREE TO**

We need to know when to expect your completed Manga Pilot. That means you have to have a completion date.

We want your schedule to be reasonable and to fit in with all the other things going on in your life, but we also want your Manga Pilot as soon as possible.

Part of making a Manga Pilot is to show us that you have professional work habits. We encourage you to set aside adequate time and develop a habit of working on the Manga Pilot regularly. Sometimes having an editor pushing you to finish is just what you need to get past creative roadblocks and do the best work of your life.

So, the target completion date on page 2 of this pact is what you and your editor have agreed is a reasonable date for you to finish up and deliver the Manga Pilot.

### **HOW LATE IS TOO LATE?**

More than a month after your target completion date, the Manga Pilot will be so late that we won't accept it anymore. The reason why is simple: we have a limited number of "slots" for our Shining Stars Program and we want to fill them all. When we see that a

manga pilot is more than a month off schedule, we need to give someone else a chance to fill that slot, which means we can no longer accept the late Manga Pilot.

Later on you'll find more about what happens if we don't approve your work, and how you and we may be able to fix things so that we may be able to approve your work.

### **MAKING IT YOUR OWN ORIGINAL WORK**

You promise that the Project and the Manga Pilot – which includes the characters, the “universe” in which they live, the story, the dialog, and the descriptions – are 100% your original creations.

This means you thought them up and described them (and, if you're also drawing the Manga Pilot, drew them) all by yourself **and** didn't copy any characters, story, art, or other stuff created by anyone else or include anyone else's stuff (like the lyrics to your favorite song or the logo of a big national fast food restaurant chain) in your story or art.

We're talking about the unique details you add to a basic story concept, who your characters are and how they look, speak, and act, their names, the fictional places they populate, and the title of your Project. Those are what you promise are original.

OK, some story ideas and characters are in the public domain, which means they've been around so long that no one owns them anymore, so you and everyone else can freely use them: simple plot concepts like boy meets girl, boy loses girl, boy gets girl back. And it's always safe to include classic characters like Dracula that were created before the year 1909. That year's important, because anything created before then is considered to be “in the public domain”, which basically means it's now free for anyone to use.

### **LEAVE OUT REAL PEOPLE AND REAL EVENTS; THEY'RE DANGEROUS**

You promise there aren't (and won't be) any actual events or actual people, living or dead, in your Project or Manga Pilot. In particular, this means you won't use the names or images of actual people. First names are OK, last names are OK, but when you put them together, sometimes there's an actual person with that very name who will want to sue you (and us) for using it.

That'd be bad, for a couple of reasons. It could mean that we have to take your Manga Pilot off the Internet, or destroy anything printed about it, until you fix the problem.

More important, you'll have to be the one pay to defend against that person's lawsuit. We don't think you want to have to do that, and we figure that if you know the risks it's less likely this problem will occur. So that's why we ask you to be extremely careful.

### **DEFENDING YOUR WORK**

You promise to protect us from claims anyone makes that you violated their rights in connection with your Project or Manga Pilot. This means you'll pay for all the lawyers to fight it out and all the other costs necessary to fend off those claims, in or out of court.

And, if things do get ugly and end up going to court, this means you'll also pay for all the expert witnesses and court costs and, if the other guy or gal wins, you'll pay whatever the court awards them, too.

An example of the kind of claim you might have to defend against is copyright infringement, which could happen, for example, if you accidentally or on purpose use the lyrics of a current popular song in your Manga Pilot.

By the way, requiring you to pay to defend against lawsuits like this is a customary obligation for U.S. creators. It's not something we just dreamed up to add to this pact.

### **IT'S AN EXCLUSIVE ARRANGEMENT, BUT ONLY FOR AWHILE**

You promise the Project and Manga Pilot haven't been publicly exploited anywhere or any time and that you won't publicly exploit the Project and Manga Pilot any time during the "Exclusive Period".

The "Exclusive Period" begins on the date of this pact (it's the first date mentioned at the top of page 1) and ends one (1) year after we've received and approved the completed Manga Pilot.

We don't want to get too technical here, but we want to explain one thing. We're using the word "exploited" in its broadest positive meaning (and we're not talking about the other meaning of "exploited" — taking unfair advantage in a selfish way).

### **JUST WHAT MAKES IT "EXCLUSIVE"?**

"Exclusive" means that you haven't published, exhibited, displayed, or publicly announced the Project or Manga Pilot in any form or adapted it into or from a play, movie, TV show, podcast, or other work, or given anyone the right to do any of those things. In other words, when we publish the Manga Pilot, we'll be the very first to reveal it and your Property to the public.

### **WHAT WE AGREE TO DO:**

#### **WE'LL PAY FOR THE APPROVED MANGA PILOT**

We promise to pay for making the Manga Pilot as long as we receive **and approve** all the completed work.

Once we've received and approved your completed Manga Pilot, we'll submit an approved invoice to our Finance folks. Within 30 days after that, we'll send you the Pilot Fee mentioned on page 2.

We'll mail a check to you at the address you've given us on page 2. If you want the check sent to a new or different address, we're happy to do so, but we'll need to get those instructions from you in writing.

#### **DECIDING IF YOUR MANGA PILOT IS APPROVED**

You agree that it's up to us to decide if your Manga Pilot is completed and approved. There's a number of reasons why we might not approve it, and some of the most important ones are listed below. We'll try to work with you to fix any problems, in order to approve the Manga Pilot and pay you. But if you and we don't agree that you fixed any problems, like the ones below (and some others, since this isn't a complete list), we won't be able to pay you.

#### **SOME REASONS WE MIGHT NOT APPROVE YOUR MANGA PILOT**

- You copied or "borrowed" someone else's work (so please don't send us a Manga Pilot with a character named Batman™ or Spongebob Squarepants™ in it).
- You included stuff that's false about an actual person or said nasty things about a real product or company (you probably know that this is a sure-fire way to get sued).
- Your Manga Pilot delivery isn't complete —like if you forgot to ink or letter some panels or sent us your original artwork instead of digital files.

- We don't understand the story or what the characters are supposed to be doing (yes, this is subjective, but you agree that we can be subjective).
- Your art is inconsistent or sloppy (for example, one time we got pages from an artist in which the knob on a door was drawn — oops — right next to the door hinges!).
- Your Manga Pilot exceeds our definition of a "Teen" or "T" rating using our manga rating system; we'll give you a copy of our rating system that tells you in detail what's acceptable and what's not.
- You've taken more than a month beyond the target completion date to deliver the Manga Pilot.

#### **OUR APPROVAL AND THE EXCLUSIVITY PERIOD**

If we haven't given you a thumbs up — our written notice of our approval — of the Manga Pilot within 30 days after we've received it from you, then you can consider the Manga Pilot rejected and the Exclusive Period will end right then and there, that is, on expiration of that 30 day period.

But if, instead, we **do** give you written notice that the Manga Pilot is approved or if we ask you to complete or fix things in the Manga Pilot in order for us to approve it, the Exclusive Period will continue on until one (1) year after we've told you we've approved the Manga Pilot (or the second Manga Pilot if we ask for one).

#### **TESTING YOUR MANGA PILOT WITH AN ONLINE AUDIENCE**

Since a big purpose of the Manga Pilot is to see whether people like your story, characters, concepts, and worlds, then, if we approve the completed Manga Pilot, we'll give it an online test (probably on [www.tokyopop.com](http://www.tokyopop.com), but possibly elsewhere, too).

#### **WE CAN REQUEST A SECOND MANGA PILOT**

We may feel it's important to test a second installment of your story, so you give us the right to ask you to do a second Manga Pilot based on the Property. If we want you to do a second Manga Pilot, we'll let you know within six (6) months after you've given us the completed first Manga Pilot and we've accepted it.

Oh, yeah, we'll pay you another Pilot Fee when you deliver and we accept the second Manga Pilot. All the same stuff in this pact that applies to the first Manga Pilot also applies to the second Manga Pilot.

### **RIGHTS YOU GIVE TO US:**

#### **GIVING US PUBLISHING RIGHTS FOR A PERIOD OF TIME**

You give us the exclusive worldwide rights during the Exclusive Period to publish the Manga Pilot. Here are some quick definitions:

- By "exclusive", we mean that we and we alone can publish the Manga Pilot during the Exclusive Period.
- By "publish", we mean that we can publicly display (like on the Internet or on mobile phones, iPods, or e-book readers) and exhibit (like in an art gallery or at a comic convention) all or any part of the Manga Pilot and iManga or other adaptations we

make of the Manga Pilot as well as publish the Manga Pilot in books, magazines, newspapers, and other printed publications. We may do any or all of these things and may charge for them or give them away for free. If we charge for them, we get to keep the income. We may give others (like other web sites) the rights to do any or all of these things, too.

#### **GIVING US ADAPTATION RIGHTS**

You give us the right to reformat, adapt, and modify the Manga Pilot for iManga, our motion graphics video format, as well as for other ways that we may change it in order to display, print, and exhibit it.

This could include, for example, breaking apart or resizing panels for display on a mobile phone screen, retoning panels to fix those nasty moiré patterns, adding colors, transforming the Manga Pilot into an iManga with a soundtrack, and more.

#### **“MORAL RIGHTS” AND YOUR CREDIT**

“Moral rights” is a fancy term (the French thought it up) that basically has to do with having your name attached to your creation (your credit!) and the right to approve or disapprove certain changes to your creation. Of course, we want you to get credit for your creation, and we want to work with you in case there are changes, but we want to do so under the terms in this pact instead of under fancy French idea. So, in order for us to adapt the Manga Pilot for different media, and to determine how we should include your credit in tough situations, you agree to give up any “moral rights” you might have.

Of course, you still have your rights under this pact to your credit.

#### **WHAT WE CAN DO WITH YOUR CREDIT**

And, speaking of your credit, customarily we give you credit for your work as the writer and/or artist of the Manga Pilot. However, we may have to shorten or leave out your credit when the space available or the conventions of a format won’t permit it or if it would have to be too small to read (for example, when the Manga Pilot is viewed on mobile phones). You’re OK with this.

#### **RIGHTS YOU AGREE NOT TO GIVE OTHERS FOR A PERIOD OF TIME**

Well, this isn’t exactly about rights you give us, but is more about the rights you agree **not** to give anyone else for a period of time.

During the Exclusive Period, you won’t do anything with — or give anyone else the right to do anything with — any other rights in the Project or Manga Pilot. For example, you won’t give anyone the right to make a feature film or TV series based on the Project or Manga Pilot.

Remember, you’re not giving us those rights, but you’re promising you won’t use or give anyone else those rights before the Exclusive Period ends.

#### **NEGOTIATING ONLY WITH US FOR A PERIOD OF TIME**

Finally, you give us and us alone the right to negotiate with you during the Exclusive Period for the rights listed below. Remember, by signing this pact, you’re not actually giving us these rights. You’re just agreeing to discuss giving them to us later if we choose to make you an offer for them. By “exclusive”, we mean that if you agree to our offer, we and we alone will have all the rights listed above.



- ***MANGA CREATION RIGHTS***  
The exclusive rights to have you create manga books and online manga based on your Project, for which we would pay you royalties from sales and an advance against those royalties
- ***CO-OWNING THE RIGHTS***  
The right to co-own with you the worldwide copyrights in the Project and manga books and online manga based on the Project, and the exclusive worldwide copyright administration rights
- ***ADAPTATION RIGHTS***  
The exclusive rights to create and exploit—including the rights to give others (including all our related companies) rights to create and exploit—other works based on the Project (like movies, TV series, videogames, and T-shirts), for which we would pay you customary royalties and give you a portion of income from third party licenses
- ***MANGA ANCILLARY RIGHTS***  
The exclusive right to manage all ancillary rights in the Project (these includes things like foreign language versions, spin-offs, and sequels), for which we would pay you customary royalties and give you a portion of income from third party licenses

#### **STARTING NEGOTIATIONS**

If we want to trigger this negotiation, we'll send you a written offer, and you and we then will negotiate our offer in good faith.

#### **THE ORIGINAL PROPERTY AGREEMENT**

If you and we agree on the terms, we'll send you a formal contract (it's called an Original Property Agreement) that will include a schedule for you to create the first manga book or online manga based on the Project. You'll have an opportunity to give us your comments to the Original Property Agreement and, if you want, have professional advisors (like an attorney) review and comment on it, too. If you and we haven't signed the Original Property Agreement by the end of the Exclusive Period, then when the Exclusive Period ends, you'll be free to offer the Project to others, but we'll have the matching right described below.

#### **MATCHING OFFERS FROM OTHERS**

If you and we can't agree on the terms or if we've agreed on terms but haven't signed the Original Property Agreement by the end of the Exclusive Period, then we'll have the right to match any offer you receive from anyone else for any rights in the Project. That means that if you receive an offer that you'd be willing to accept, you'll have to tell us right away what the terms of that offer are, and we'll then have two weeks to decide whether we want to match that offer. Oh, you only have to come back to us with any third party offer you receive within one year after the Exclusive Period ends; after that, our matching right expires.

#### **AFTER THE EXCLUSIVE PERIOD OF THIS PACT ENDS**

Once the Exclusive Period ends and even if you and we haven't entered into an Original Property Agreement, we'll still have the worldwide right, continuing forever, to publish the Manga Pilot on a non-exclusive basis. "Non-exclusive" means that both we and you can publish it and give others the right to publish it other formats. We'll own and continue to have the exclusive right to publish any iManga or other adaptations that we make based on your Manga Pilot.

## **OTHER STUFF YOU SHOULD KNOW:**

### **PREPARING DIGITAL FILES FOR US**

About the digital format we mentioned before: we need you to give us your script for the Manga Pilot as a Word document. We'll give you a sample script to help you with formatting and other details, like how to identify and describe individual panels.

If you're also drawing the Manga Pilot, you'll need to create your artwork as a digital file by making high resolution scans of your physical artwork or by creating your art with a computer from the start. In either case, you need to give us your art as layered Photoshop files (or another digital format that you and we mutually agree on) so that we can separate the art from the text (otherwise, it's hell to do foreign language versions or replace text fonts that don't look good in print even if they look great on a computer screen). In particular, please make your balloons on a separate layer and don't draw them in the original art.

Your editor will give you a detailed description of the kind of digital files we need from you. Also, we don't want you to send us your original artwork, only digital copies. You should always keep your originals.

### **SPEAKING FREELY ABOUT THIS PACT**

A lot of contracts prohibit you from discussing the terms of the contract (or even the fact that you signed one) and limit your right to publicly talk about your Project. We don't have that kind of provision in this pact. We want you to talk up the Project, the Manga Pilot, and what you and we are doing together. We think shameless self-promotion is great.

### **YOUR PROJECT PROFILE ON TOKYOPOP.COM**

Whenever you're ready, register for a free profile using the name of your Manga Pilot at [www.tokyopop.com](http://www.tokyopop.com). Be sure to let your editor and our Online Manga editor know when you do. Then we'll make your account part of the TOKYOPOP Family, feature it in various places on our site and others, and help you make your profile the best it can be.

### **COMING TO US FIRST WITH PROBLEMS**

We want to have a happy, positive, and creative relationship with you, so if you ever have a problem with us, we'd really like to hear about it directly and privately from you rather than through your blog or website or, worse still, from some third party. We'll treat you the same way.

### **RESOLVING ANY PROBLEMS**

If you have a serious problem with us or we have a serious problem with you (and we sincerely hope that won't happen to you or us), and it has to do with anything in this pact, first thing you and we will do is sit down (figuratively, since maybe we'll do this by phone or email instead of in person) to try to work things out.

### **USING MEDIATION AND ARBITRATION**

If you and we can't work things out after giving it the ol' college try, we'll each have the right to bring the issue to mediation in Los Angeles, California.

If you and we can't resolve the issue through mediation, you and we each will have the right to bring the issue to binding arbitration, also in Los Angeles County, California. You

and we agree to use JAMS, an alternative dispute resolution service, for any mediation or arbitration.

Mediation and arbitration are less expensive ways than litigation in court to help you and us solve any problems arising under this pact. California law will apply to interpreting this pact. Since this pact is an agreement in the legal sense, once you and we have signed it, it's legally binding on you and us and your and our heirs, successors, and assigns.

**THE EXTENT OF OUR OBLIGATIONS TO EACH OTHER**

This is the only agreement between you and us about the Project and Manga Pilot. You and we haven't promised each other anything that isn't in this pact and, just so nobody gets into trouble later, no one, including your editor, at TOKYOPOP can promise you anything or change this pact orally.

So, additional promises or changes to this pact have to be in writing and signed by you and us. Everything you and we have discussed — in person, by phone, by email, by carrier pigeon —about the Project and Manga Pilot are completely replaced by this pact.

**WHAT IF YOU'RE A MINOR?**

If you're under 18 years of age (you did check one of those age boxes on page 2, didn't you?), your parent or legal guardian also needs to complete and sign the statement on the next page.

**WHAT IF WE FORGOT SOMETHING?**

Since this is all there is to the pact, if you or we have forgotten something important in this pact, then you and we will just sit down (figuratively, again) and try to work it out. If we can't work it out, well, the pact will stand as written, and you and we will just have to live with it "as is".

**THAT'S IT**

Yep. That's it.

**WE'RE GOOD TO GO. SIGN HERE!**

OK, you and we are good with all this and, as living proof of that, you and we are signing below. Once that's done, we can begin. Let's have some serious fun together!

You've read the whole thing, and we read the whole thing, understand it, and agree to it:

**Writer**

**TOKYOPOP INC.**

\_\_\_\_\_

By \_\_\_\_\_

Printed name \_\_\_\_\_

Title \_\_\_\_\_

**Artist**

\_\_\_\_\_

Printed name \_\_\_\_\_

I'm \_\_\_\_\_'s  parent or  legal guardian, and I approve of him or her signing this pact. I will make sure he or she does everything he or she promised in the pact, and I won't revoke the pact or let him or her revoke the pact. He or she knows whether he or she's a "he" or "she".

\_\_\_\_\_

Printed name \_\_\_\_\_