



License Agreement

This License Agreement (“**Agreement**”), having an effective date as of the date of the last signature hereto, is entered into by and between the University of Washington, an institution of higher education and an agency of the state of Washington, through UWTV (“**UWTV**”), and *NAME/ADDRESS* (“**Licensor**”).

Background

- A. Licensor is the owner, or the duly authorized agent or licensee of the owner, of the following work (the “**Work**”), including all rights under copyright therein: the film *FILM NAME*.
- B. UWTV is producing a series called “Backstory: The Filmmaker’s Vision” showcasing independent films made by filmmakers who are UW alumni or current members of the UW community (the “**Program**”).
- C. UWTV wishes to use the Work in connection with the Program, and Licensor is willing to grant UWTV the right to use the Work as provided in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The Work.

- 1.1. Length. The full length of the Work will be used by UWTV for the Program.
- 1.2. Licensor agrees to make available to UWTV a copy of the Work in a mutually agreed upon format(s).

2. Rights.

- 2.1. **Copyright Permission.** Subject to any special conditions stated in this subsection 2.1 below, Licensor grants to UWTV **the non-exclusive broadcast rights for a total of sixteen air plays between June 30th, 2013 and June 30th 2014**, (a) to incorporate the Work into the Program and versions of the Program, and (b) to display and perform the Program and versions of the Program with the included Work.
- 2.2. **Publicity Permission.** Licensor grants to UWTV the right to use the Work for advertising, publicity, and promotion in connection with the Program and for non-profit institutional purposes.
- 3. **Credit.** UWTV shall give credit to Licensor in a mutually agreed upon manner or otherwise in a manner that is appropriate to UWTV’s use of the Work.
- 4. **Compensation.** Licensor agrees that UWTV’s use of the Work is royalty-free and that Licensor’s sole consideration for the rights granted herein is UWTV’s promise to give credit to Licensor as provided herein, as well as generate publicity by Internet postings of the filmmaker’s interview, film trailer and contact information.
- 5. **Warranties.** Licensor warrants and represents that: (a) Licensor is free to grant UWTV all rights described in this Agreement and possesses all rights to the Work necessary for the grant of this license as sole owner and copyright holder of the Work, or as the duly authorized agent or licensee of the owner; (b) UWTV will not incur any liability or obligation, financial or otherwise, to any third party based on the



creation, production or use of the Work; (c) no element of the Work infringes upon any copyright or other right of any person, firm, or corporation; and (d) UWTV's use of the Work under this Agreement will not require any payment to any third party.

6. Miscellaneous.

6.1. Governing Law, Dispute Resolution, and Venue. This Agreement will be construed under and governed by the laws of the state of Washington, applicable to agreements executed and performed entirely within it and without reference to its conflicts of laws principles. The parties agree that they will attempt in good faith to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, through negotiation between their executives. The parties hereto agree that King County, Washington, shall be the venue of any action that may be filed with respect to this Agreement or any other claim, or dispute, which may arise between the parties with respect to this Agreement.

6.2. Entire Agreement. The headings at the beginnings of each paragraph are for reference only and shall not affect the meaning or construction of this Agreement. This Agreement sets forth the entire agreement between the parties with respect to the Material, and it may be changed only in writing signed by the parties.

6.3. Authority. The person signing this Agreement has the requisite authority, personally or on behalf of the Licensor, to make the commitments and undertake the responsibilities described in this Agreement.

AGREED AND ACCEPTED:

UWTV

[name of licensor]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____