

**University of San Diego
License Agreement**

I hereby grant the University of San Diego (“USD”) a **non-exclusive**, perpetual, worldwide license to the podcasts (multimedia files, such as audio and/or visual programs distributed over the internet using formats that allow downloading and playback on mobile devices and personal computers) submitted with this Agreement (hereafter the “Work”) for the purpose of making the Work available in any format by USD on iTunes U or any other web based service.

I further grant USD permission to make and maintain more than one copy (hard-copy and/or digital copy) of the Work for purposes of security, back-up and preservation. I also grant USD permission to make appropriate alterations to the Work to enhance quality or better meet the technological needs of USD on iTunes U.

I hereby warrant as follows:

- (a) The content of the Work is entirely and without condition my own work, subject to (b);
- (b) I have obtained any copyright permission, license or agreement necessary or incidental to lawfully authorize the publication of the Work submitted by me, including any images, documents or other materials displayed in the podcast;
- (c) I have the full power and authority to grant this license;
- (d) Publication of the Work by USD pursuant to this license will not infringe any copyright, violate any property or proprietary rights, nor invade the privacy of any person and that the content does not contain any obscene or libelous matter;
- (e) No right in the Work has in any way been sold, mortgaged, or otherwise disposed of, and the Work is free from all liens and claims;
- (f) If the submission is based upon work that has been sponsored or supported by an agency or organization other than USD, I represent that I have fulfilled any right of review or other obligations required by such contract or agreement; and
- (g) I have obtained the written permission to reproduce and display the name, likeness, identity, voice, photographic image, videographic image and oral or recorded statement of any student or other individual appearing or reflected in the Work.

I waive and release USD and its officers, agents and employees from any claim or liability relating to the use of my name, likeness, identity, voice, photographic image, videographic image and oral or recorded statements in the Work.

I hereby agree to indemnify USD and its officers, employees, agents, successors, heirs, and assigns, for any and all claims, liabilities, damages, and expenses, including reasonable attorneys' fees actually incurred, due to any claimed infringement of copyrights, trade names, trademarks, service marks, right of publicity or privacy, or other proprietary, personal or property right arising from publication of the Work through USD on iTunes U or as a result of my breach of any covenant or warranty herein contained.

I agree that USD shall have the right to remove the Work from USD on iTunes U or any other web-based service at anytime without prior notice for any reason deemed to be in USD's interest.

I understand that the materials that form the basis for the podcast will retain all applicable copyrights and are subject to applicable policies on copyright and intellectual property. As to the podcast itself; I understand and agree that USD shall have **exclusive** ownership of the copyright and other proprietary and property rights in the podcast. To the extent required, I hereby grant and assign all copyright in the podcast to USD.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior representations and understandings. By clicking below I agree to, and accept, all of the terms and conditions contained herein.

UNIVERSITY OF SAN DIEGO
Academic Technology Services

BY: _____

ACCEPTED:

Name: _____

Signature: _____

Date: _____