

**LIBERTY UNIVERSITY**  
**FEE-BASED LICENSE FOR USE OF AUDIOVISUAL MATERIAL**

This agreement is effective \_\_\_\_\_, 20\_\_\_\_, and is between LIBERTY UNIVERSITY, INC., a Virginia nonstock corporation (“**Liberty**”), having its principal office at 1971 University Blvd. Lynchburg, VA24502 and Licensee, identified as:

**Name of Licensee:** \_\_\_\_\_

**Type of Entity:**     individual,  for-profit entity,  non-profit entity,  
 other: \_\_\_\_\_ [*check type of entity*]

**Principal Address:** \_\_\_\_\_

\_\_\_\_\_

WHEREAS, Liberty owns copyrights and other intellectual property rights on certain Content (defined below);

WHEREAS, Licensee desires to acquire a license to use the Content in a Project (defined below); and

WHEREAS, Liberty is willing to grant such license to Licensee for use in the Project on certain terms and conditions.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, Liberty and Licensee adopt the foregoing recitals and agree to the following articles:

**ARTICLE 1**  
**DEFINITIONS**

1.1.    “**Project**” means the multimedia product which the Licensee intends to create and incorporate the Content therein, and described specifically as follows [*provide the name and specific description of the Project*]: \_\_\_\_\_

\_\_\_\_\_

1.2.    “**Content**” means audiovisual materials owned by Liberty and described as follows [*specifically describe the Content*]: \_\_\_\_\_

\_\_\_\_\_

1.3.    “**Audiovisual materials**” means a product containing visual imagery or sound or both. Examples of audiovisuals are motion pictures, live or prerecorded radio or television programs, slide shows, photographs, filmstrips, audio recordings, and multimedia presentations.

1.4. **“Digitization”** means a digitized means of reproducing, duplicate copying or otherwise producing a facsimile of another work on some portion of another work.

## **ARTICLE 2 LICENSE GRANT**

2.1. **Grant of License.** Liberty grants Licensee, for the period designated below and on the terms and subject to the conditions set forth in this agreement, a nonexclusive, nontransferable license to:

- (1) reproduce the Content;
- (2) create Digitizations of the Content;
- (3) incorporate portions of the Content and/or Digitizations into the Project so that the aggregate length of use in the Project does not exceed \_\_\_\_\_ [*number*] minutes; and
- (4) manufacture, reproduce, distribute, broadcast, stream, or transmit the Project, incorporating part or all of the Digitizations through normal channels of commerce and communication.

2.2. **Duration of License.** Subject to early termination as provided in article 5, this agreement will commence on the effective date noted above and terminate after a period of:

- six (6) months,
- one (1) year,
- five (5) years, or
- in perpetuity [*check one*].

2.3. **Rights of Liberty.** (a) Liberty reserves unto itself all rights of every kind and nature except those expressly granted to Licensee. This license is nonexclusive, and Liberty reserves the right to make any use of the Content, or to license any rights with respect to the Content to any third party. Liberty shall retain all right, title, and interest, including without limitation, any rights under United States or foreign copyright laws, in the Content.

(b) *Right to Review Project and Reject Improper Use.* Prior to the commencement of the manufacture of the Project, Liberty shall have the right to review the use of the Content in the Project. Such approval will not be unreasonably withheld. Licensee shall provide Liberty one (1) copy of the design layout of the Project at least \_\_\_\_\_ [*number*] days prior to manufacturing the Project. Liberty will respond in writing within \_\_\_\_\_ [*number*] days of receipt with suggestions or comments. Liberty shall have the right to prohibit Licensee’s use of the Content if it concludes, in its sole discretion, that such use is immoral, unethical, obscene, pornographic, violates Biblical standards, or is detrimental to the reputation, character or standing of Liberty, its employees, or any other persons otherwise associated with Liberty.

(c) *Right to Approve Advertising.* Liberty shall have the right to approve all advertising, packaging, promotional or display materials bearing Liberty's name. Such approval will not be unreasonably withheld.

2.4. **Rights and Obligations of Licensee.** (a) *Rights in Project.* Licensee shall have its sole and exclusive title to all components of the Product other than the Content, including all patents, copyrights, trademarks, trade secrets, and other proprietary rights therein, and to any rights that vest in the Content as part of a collective work or compilation, including without limitation the right to reproduce the Project. Liberty shall, upon request by Licensee, promptly execute, acknowledge, or deliver any documents reasonably necessary to document, enforce, protect, and otherwise perfect Licensee's rights, title, and interest in and to the Project.

(b) *Limited Use.* This License is for the sole purpose of developing the Project. Licensee may only use the Content in connection with the design, development, and distribution of the Product for the term designated in section 2.2.

(c) *Prohibited Uses.* Licensee shall not use the Content in any manner inconsistent with the terms of this agreement and, more specifically, shall not:

- (1) use the Content in any way that is derogatory towards Liberty, its employees, or any other persons otherwise associated with Liberty or in any way detrimental to its reputation, character or standing as a Christian university;
- (2) use the Content in any way so as to constitute an express or implied endorsement of any product or service other than Liberty;
- (3) use the Content in any way so as to constitute an express or implied endorsement of any candidate for public office or of any position on a political issue;
- (4) use the Content in any way so as to constitute defamation, libel, slander or false light portrayal;
- (5) use the Content for any purpose that is illegal in any jurisdiction where used, or that is obscene, pornographic or that is inappropriate in light of the standards of decency of the community where used or of the Biblical standards of Liberty; or
- (6) assign, sublicense, or otherwise transfer the rights of Licensee under this agreement to any third party without the express written consent of Liberty.

(d) *Breach and Attorneys' Fees.* Licensee shall desist from using the Content upon receipt of notice from Liberty that Licensee is in default of its duties under this agreement. Liberty may enforce its rights under this agreement by injunction and/or by suit for damages, and shall be entitled to recover reasonable attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed, including attorneys' fees and costs incurred in litigating entitlement to

attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs (hereafter "**Attorneys' Fees and Costs**").

### **ARTICLE 3 FEE**

3.1. Licensee shall pay Liberty \_\_\_\_\_ [*number*] dollars for this license to use the Content for the term specified in article 2. Before Liberty will deliver the Content to Licensee, Liberty must receive payment in full.

### **ARTICLE 4 UNIVERSITY NAMES AND MARKS**

4.1. **Alterations to Marks.** Liberty trademarks, copyrights, word marks, logos or other identities occurring in or embedded in the Content may not be altered, cropped, or electronically masked or blurred in the Project without written permission from an authorized agent of Liberty.

4.2. **Credit Line.** Licensee shall insert a courtesy credit substantially in the following form: "Liberty University [video/photo/images/audio] courtesy of Liberty University," and shall insert copyright notices in every image attributing ownership to Liberty University.

### **ARTICLE 5 TERMINATION**

5.1. **Termination.** Either party may terminate this agreement by written notice to the other party upon the occurrence of any of the following: (i) a material breach by the other party of any provision of this agreement, which material breach remains uncured thirty (30) days after written notice thereof has been provided to the breaching party; (ii) an unauthorized assignment or sublicensing of this agreement; or (iii) transfer of this license by operation of law or in the context of bankruptcy proceedings.

5.2. **Effect of Termination.** Upon expiration or termination of this agreement, all rights of Licensee under this agreement shall terminate immediately and automatically revert to Liberty. Upon expiration or termination, Licensee shall immediately discontinue all use of the Content, and shall no longer have any right to use the Content or any variation, modification, or simulation thereof in any manner or for any purpose whatsoever.

### **ARTICLE 6 WARRANTIES AND INDEMNITIES**

6.1. **Liberty University.** (a) Liberty warrants and represents that Liberty has all rights in the Content necessary to grant the license granted herein and has secured all necessary waivers of rights of privacy and publicity from persons depicted in the Content for use of the Content as contemplated in this agreement.

(b) Liberty, at its own expense, shall defend, indemnify, and hold harmless Licensee, its licensees, employees, and agents, from any claim, demand, cause of action, debt or liability, including Attorneys' Fees and Costs to the extent it is based on a claim that Licensee's use of the Content infringes or violates the copyright, license, or other proprietary right of a third party, or violates a third party's right of publicity and/or privacy, provided Liberty is notified promptly of such claim. Licensee may, at its expense, assist in such defense if it chooses. Liberty shall have the right but not the obligation to control the defense in any such action. This obligation shall survive the termination of this agreement.

(c) Notwithstanding the foregoing, no obligation of indemnification will arise in the event of a third-party claim based solely on alterations or modifications to the Content performed by Licensee or at Licensee's direction.

6.2. **Licensee.** (a) Licensee warrants that the Content will not be used in conjunction with or made a part of any Project that is defaming, libelous, slanderous, a false light portrayal, obscene, or otherwise illegal.

(b) Licensee, at its own expense, shall defend, indemnify, and hold harmless Liberty, its Board of Trustees, officers, employees and agents from all liabilities, claims and expenses, including Attorneys' Fees and Costs, that arise from Licensee's use of the Content, or any violation of this agreement by the Licensee. Liberty reserves the right, but not the obligation, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Licensee, in which event Licensee shall cooperate with Liberty in asserting any available defenses. This right shall survive the termination of this agreement.

## **ARTICLE 7 MISCELLANEOUS PROVISIONS**

7.1. **Scope of Agreement; Entire Agreement; Amendments; Counterparts.** This agreement constitutes the final agreement between the parties. It supersedes and invalidates any prior or contemporaneous agreement, oral or written, between them regarding any media license or use of the Content. All such prior agreements between the parties shall become null and void upon the execution of this agreement. In entering into this agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this agreement. The parties may amend this agreement only by a written agreement of the parties that identifies itself as an amendment to this agreement. This agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

7.2. **Captions.** The descriptive headings of the articles and sections of this agreement are for convenience only, do not constitute a part of this agreement, and do not affect this agreement's construction or interpretation.

7.3. **Governing Law; Forum Selection.** This agreement shall be governed by and construed in accordance with the law of the Commonwealth of Virginia and without regard to its

choice of law rules. Licensee unconditionally submits to the jurisdiction of the courts located in the Commonwealth of Virginia in all matters relating to or arising from this agreement. The parties also agree that any legal action or proceeding against the other party arising out of or relating to this agreement or the use of the Content by Licensee shall be exclusively and only filed and adjudicated in a court sitting in Lynchburg, Virginia.

7.4. **Notices.** (a) *Delivery Method.* For a notice or other communication prescribed under this agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid.

(b) *Addressee and Copies.* For a notice or other communication under this agreement to be valid, it must be addressed to the receiving party at the address listed below for the receiving party or to any other address designated by the receiving party in a notice in accordance with this section.

If to LU: Liberty University  
Attn: Bruce Braun, Executive Director of  
New Media Communications  
1971 University Boulevard  
Lynchburg, VA 24502

If to Licensee: \_\_\_\_\_  
[insert name and address] \_\_\_\_\_  
\_\_\_\_\_

(c) *Delivery of Notice.* Subject to subsection (d) of this section, a valid notice or other communication under this agreement is effective when received by the receiving party. A notice or other communication is deemed to have been received as follows:

- (1) if it is delivered in person or sent by registered or certified mail or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and
- (2) if the receiving party rejects or otherwise refuses to accept it, or it if cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

(d) *Time of Notice.* If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day

that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.

7.9. **Severability.** If any provision of this agreement is determined to be invalid, void, illegal or unenforceable to any extent (including any provision held to be unenforceable only against certain persons or only in certain circumstances), the remainder of this agreement will remain in full force for all parties and circumstances where it can be applied.

7.10. **Waivers.** (a) *No Oral Waivers.* The parties may waive this agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. The waiver by either party of a breach of any provision of this agreement shall not operate or be construed as a waiver by that party of any subsequent breaches.

(b) *Effect of Failure, Delay or Course of Dealing.* No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppels of any right, remedy or condition.

(c) *Each Waiver for a Specific Purpose.* A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion, unless expressly stated as such.

IN TESTIMONY WHEREOF, Licensee and the authorized representative of Liberty have executed this agreement on the date(s) written below.

LIBERTY UNIVERSITY

LICENSEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_