

License and Clearance Authorization

Recording/Album Title: \_\_\_\_\_

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

I, \_\_\_\_\_, ("Provider") enter into this License and Clearance Authorization ("Agreement") with the Georgia Institute of Technology ("The University") for use of the above named musical work ("Recording").

I understand use of this Recording may include, but not necessarily be limited to, use at the Georgia Institute of Technology for public performance on the University's cable network and/or direct satellite system and/or by streaming in digital format, live or on demand, on the internet.

I hereby grant to the University a perpetual, royalty free, non-exclusive license to perform publicly the Recording by television broadcasting on the University's Cable Network and/or direct satellite system and/or by streaming in digital format, live or on demand, on the internet subject to the terms of this Agreement. University may copy, reproduces, re-format, change, alter, transpose and/or edit the Recording at its discretion. I represent and warrant that all materials, including but not limited to the musical and other performances embodied therein, musical composition and lyrics, in this Recording are my own and I have the right to give the University the rights to use, or are materials for which I have obtained any necessary permissions or licenses for the University's use. If I am using materials to which I do not own the copyright, I understand that some uses of the Recording, such as broadcast or streaming uses, may require permission from the copyright holder and I represent and warrant that I have obtained written permissions from the copyright holder.

I represent and warrant that the Recording will not infringe any copyrights or other rights of others and that the Recording and materials used are not subject to any prior agreements that would limit the scope of permission that I am granting here. I further represent and warrant that I have obtained all necessary releases from all persons appearing on the Recording. I hereby agree to indemnify and shall hold harmless GIT, its agents, servants and employees, the Board of Regents of the University System of Georgia and its agents, servants and employees (each of the foregoing being hereinafter referred to individually as "Indemnified Party") against all claims, demands, causes of action, actions, judgments, or other liability including attorneys' fees (other than liability solely the fault of the Indemnified Party) arising out of, resulting from or in connection with (1) the violation of any third party's trademarks, copyright, patent rights, or other intellectual property rights; (2) my breach of any of my obligations, representation or warranties in this Release; and (3) any other claim that any person firm or corporation now or hereafter may have or claim to have (whether known or unknown, seen or unforeseen, directly or indirectly, or within or without the control of those persons and entities), for or on account of any losses, damager, or contract claims resulting from, or arising out of, during, or in connection with University's use of the Recording.

I further acknowledge and agree that I will not be compensated for any uses made of the Recording. Except for the permissions I am granting here, I retain all rights I may otherwise hold in copyrighted materials included in my Recording.

This agreement is to be as broad as permissible under the law. Each provision herein is severable, so that should any provision or portion of such provision be held invalid, the remainder of this Release Agreement shall not affect the enforceability of any other portion. This Release Agreement shall not establish a legal or other relationship between or among those released which does not in fact exist. Nothing in this Release Agreement shall constitute a waiver of any legal defense available to any released party herein, including sovereign immunity.

The validity, interpretation, and effect of this Release Agreement shall be governed by the laws of the State of Georgia.

I agree that I have read and understood the contents hereof, and I represent and warrant that I have the right and authority to execute this release. I certify that I am at least eighteen (18) years of age.

---

Provider's Signature

---

Date

---

Print Name