**MUSIC LICENSE AGREEMENT**

This MUSIC LICENSE AGREEMENT (“Agreement”) is made and entered as of Click Down Arrow and Select or Enter Effective Date (“Effective Date”) by and between The University of Puget Sound (“KUPS”) and Click and Enter Licensor Legal Name (“Licensor”).

1. Grant of Rights. Subject to the terms and conditions set forth herein and any Exhibits attached hereto, Licensor hereby grants to KUPS:
   1. Synchronization Rights: the royalty free, non-exclusive, irrevocable worldwide right, license, privilege and authority during the Term (as defined below) to record, edit, reproduce, transmit, distribute, exhibit, telecast, stream, publicly and privately perform, and integrate or synchronize in any manner, medium, or form now known or hereafter contemplated certain compositions written and owned or controlled by Licensor (“Composition”) and/or a Licensor provided recording of an instrumental and/or vocal performance owned or controlled by Licensor (“Licensor Recording”) (collectively, the Composition and Licensor Recording and KUPS Recording (as defined below) are “Music”), and any portion thereof, with the video program entitled “Click and Enter Video Program Title” (or any successors thereto, including any renamed or rebranded programs) including, but not limited to, with any and all advertising and promotion relating to Video Program Title, any ancillary use of Video Program Title, any and all productions derived and/or produced therefrom, including, but not limited to, subsequent episodes, remakes, behind-the-scenes footage, “special episodes”, and bonus material, etc. (all of which are collectively referred to as the “Program”) in all markets and media now known or hereinafter invented, which may include distribution via television, radio, (including cable and satellite), in-flight entertainment systems, and by means of the Internet and other electronic media--including mobile applications (the “Licensed Media”);
   2. Streaming Rights: the royalty free, non-exclusive, irrevocable worldwide right, license, privilege and authority during the Term (as defined below) to distribute, broadcast, narrowcast, stream, publicly and privately perform, and integrate or synchronize on a live, programmed or on-demand basis in any manner, medium, or form now known or hereafter contemplated the audio-only version of the Music (“Stream”) on any station, platform, website, or distribution channel of KUPS or its distributors or licensees;
   3. Right to Record Performances: the royalty free, non-exclusive, irrevocable, worldwide right, license, privilege and authority during the Term (as defined below) to record, edit, reproduce, transmit, distribute, exhibit, telecast, stream, publicly and privately perform, and integrate or synchronize in any manner, medium, or form now known or hereafter contemplated the Composition in audio-only and/or audio-visual recordings of an instrumental and/or vocal performance produced, directed, and/or recorded or caused to be recorded by KUPS (“KUPS Recording”); and
   4. Mechanical Rights: the royalty free, non-exclusive, irrevocable, worldwide right, license, privilege and authority during the Term (as defined below) to manufacture, distribute and sell via retail customer outlets and e-commerce (e.g. iTunes and Amazon.com) worldwide the audio recordings of the Music [as a single or] as part of a an album or compilation entitled Click and Enter KUPS Album Title (“Album”). Such right will include the right to distribute and sell individual digital downloads on a track by track basis.
   5. No Obligation. Notwithstanding anything to the contrary herein, KUPS has no obligation to use the Music.
2. Music.

Album Title: “Click and Enter Licensor Album Title”

Song Title(s): “Click and Enter Song Title(s) Separated by Commas”

Recording Artist(s): Click and Enter Recording Artist Name(s) Separated by Commas

Composer(s): Click and Enter Composer Name(s) Separated by Commas

Credits: Credit: In accordance with standard industry practices.

1. Right to Edit. KUPS shall have the right to re-record, edit, mix and re-mix, dub and re-dub the Music in KUPS's sole discretion, and nothing contained herein shall be construed to obligate KUPS to employ Licensor in connection with same.
2. Promotional Rights. The distribution and synchronization rights hereinabove granted include, without limitation, such rights as use of the Content in air, screen, television and audio-visual trailers, commercials, promotions and advertisements for the promotion and exploitation of the Program, Stream and/or the Album in all markets and media now known or hereinafter invented, worldwide in perpetuity, which may include distribution via television and/or radio, (including cable and satellite), by means of the Internet and other electronic media, and on physical media such as discs and tapes. In the event that KUPS uses the Music, Licensor grants KUPS the worldwide, perpetual, irrevocable right to use and permit others to use Licensor’s name, voice, photographs, likenesses, artwork, biographical materials and other Content concerning Licensor and any other information provided by Licensor to KUPS in connection with the Program, Stream and/or Album, including without limitation any promotion thereof.
3. Definition of “Content”. The term “Content” shall include the Music as well as any and all audio, text, software, graphics, artwork, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials (including Licensor name, likeness, professional pseudonyms and related trademarks and service marks) which Licensor contributes to, uploads to, or uses in connection with the Program, Stream and/or Album and/or their promotion.
4. Clearances. Licensor shall be responsible for paying any and all royalties, fees and/or sums to artists, “sidemen”, recording artists, producers, other record royalty participants, and/or other parties required to be compensated for the use of sound recordings, album cover artwork, and promotional materials authorized for use under this Agreement, including without limitation any amounts due because of such artists participation in a collective bargaining agreement or rights society, e.g. AFM (“Artist”). Licensor will identify all such Artists to KUPS. Licensor will also be responsible for the payment of any amounts necessary to grant KUPS the rights described herein, including without limitation, any royalty obligations due because of Licensor’s use of a third party Composition.
5. Compensation and Payment Terms. In exchange for the rights granted herein, KUPS will pay Licensor $Click and Enter Amount U.S. Dollars. This payment shall constitute payment in full to Licensor and Licensor shall not be entitled to royalties (except any public performance royalties which may accrue from performance of the Composition). Licensor represents and warrants that the Music was not recorded pursuant to any collective bargaining agreement and the exploitation of the Music in the Program, Stream and/or Album will not trigger any payments such as residuals, re-use, or new use payments. Licensor represents and warrants that it owns or controls the Music and that it has the legal right to grant this license and that KUPS will not be required to pay any additional fees to Licensor or any third party in connection with the rights granted hereunder and KUPS’s exercise of such rights. KUPS shall remit payment in full within 30 days from the date this Agreement is fully executed and Licensor provides KUPS with a properly completed IRS Form W-9.

8. Term. The term shall commence as of the Effective Date and end (1) one year after KUPS’s first distribution of the Program to the public (“Initial Period”). Following the Initial Period, the term of this Agreement shall automatically renew for one (1) year periods (each year is a “Renewal Period”) until terminated by either Party by giving no less than ninety (90) days prior written notice to the other Party (the Initial Period and any Renewal Period, the “Term”). Licensor may terminate this Agreement, effective upon written notice to KUPS, if KUPS materially breaches any of the provisions of this Agreement and fails to cure same within thirty (30) days after receipt of written notice. KUPS may terminate this agreement at any time upon thirty (30) days prior written notice. Upon termination, KUPS shall immediately cease all use of the Content and promptly return or destroy all copies of such Content. Notwithstanding anything to the contrary in this Section, following any termination by Licensor, KUPS will continue to have the right to distribute the Program(s), Stream(s), and/or Album(s) (including the Music) through any third party distribution arrangements or agreements that KUPS had entered into prior to the effective date of such termination until the earlier of the termination or expiration of such third party distribution arrangements or agreements.

9. Representations and Warranties. Each party represents, warrants and agrees that: (a) it has the full right and power to enter into and fully perform this Agreement in accordance with its terms; and (b) its execution, delivery and performance of this Agreement shall not violate rights granted by such party to any third party or violate the provisions of any agreement to which it is a party or violate any applicable law or regulation, including those related to data protection. In addition, Licensor warrants and represents that all of the Content is owned or controlled solely and exclusively by Licensor or Licensor has prior written permission from the rightful owner of the Content or Licensor is otherwise legally entitled to grant KUPS all of the license rights granted herein and KUPS’s use of the Content as described or contemplated herein shall not infringe on the copyrights, trademark rights, publicity rights or other rights of any person or entity.

10. Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LIQUIDATED, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; HOWEVER, THE FOREGOING LIMITATIONS SHALL NOT APPLY TO AMOUNTS PAYABLE IN CONNECTION WITH EITHER PARTY’S INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS.

11. Mutual Indemnification. Each party (the “Indemnifying Party”) shall indemnify, defend and hold the other (including its affiliates) (each, an “Indemnified Party”) harmless from and against any and all third party claims, damages, losses, costs or other expenses (including reasonable attorneys’ fees) arising out of or relating to: (a) any breach of this Agreement by the Indemnifying Party; or (b) any negligent act or omission or intentional misconduct of the Indemnifying Party. The Indemnifying Party may not settle any indemnified claim in a manner that adversely affects an Indemnified Party without such Indemnified Party’s prior written consent (which shall not be unreasonably withheld), and such Indemnified Party may participate in its defense with counsel of its own choice at its own expense.

12. Confidentiality and Non-Disclosure. Licensor agrees to hold all KUPS Confidential Information in strictest confidence and will restrict access to such information to its employees who need specific KUPS Confidential Information to carry out Licensor’s obligations under this Agreement. Licensor will use KUPS Confidential Information solely as necessary to perform its obligations under this Agreement and for no other purpose. Licensor will protect KUPS Confidential Information from unauthorized access and dissemination with the same degree of care used to protect Licensor’s own like information (but at least reasonable care). “**KUPS Confidential Information**” means all information provided or made available by KUPS under the Agreement. Without limiting the generality of the foregoing, KUPS Confidential Information includes information received from others that KUPS is obligated to treat as confidential; the existence and terms of this Agreement; information relating to KUPS’s finances and business affairs; and names, addresses, telephone numbers, e-mail addresses, social security numbers, demographic information and any other personally identifiable information. KUPS Confidential Information does not include any information that Licensor developed independently or is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation owed to KUPS. Licensor will return or destroy all tangible materials embodying KUPS Confidential Information promptly following KUPS’s written request.

13. Miscellaneous. This Agreement shall be governed by the laws of the State of Washington as applied to contracts made and performed entirely therein, exclusive of its choice of law rules. All disputes relating to this Agreement shall be brought solely in the state or federal courts located in Pierce County. Licensor hereby consents to the exclusive jurisdiction of the State of Washington and waives any defense of forum inconveniens. This Agreement sets forth the entire agreement between the parties pertaining to the subject matter described herein, and supersedes all prior agreements related thereto. Licensor and KUPS are independent contractors, and shall not be deemed partners, franchisees, agents or joint venturers of each other. The unenforceability of any provision of the Agreement shall not effect the enforceability of the remainder of the Agreement. The provisions of Sections 10, 11, 12 and 13 shall remain in effect after the expiration or termination of this Agreement.

14. Contact Information and Notices. All notices required hereunder shall be given by hand, overnight delivery service, or facsimile transmission (confirmed by letter sent by overnight delivery service, or registered or certified mail) to the address below. All such notices shall be deemed given when the same shall be delivered, so addressed, by hand, facsimile or overnight delivery service.

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| --- | --- | --- | --- | --- |
| To KUPS: | |  | To Licensor: | |
| Contact Name: | Lawrence Huffines,  KUPS Operations Advisor |  | Contact Name: | Enter Name if Not Licensor Name |
| US Mail Address: | University of Puget Sound  1500 N Warner St #1003  Tacoma, Washington 98416  Attn: Lawrence Huffines, KUPS |  | US Mail Address: |  |
| Email Address: | lhuffines@pugetsound.edu |  | Email Address: |  |
| Phone Number: | 253-897-3600 |  | Phone Number: |  |

If Licensor agrees to the terms of this Agreement, please so indicate by signing in the space provided below and returning one executed copy to KUPS at the Email or US Mail address set forth above. We may each execute this Agreement in counterparts, including by way of signatures transmitted electronically, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. By signing below, each individual warrants that he or she has full power and authority to bind his or her party to this Agreement.

**ACCEPTED AND AGREED:**

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| --- | --- | --- |
| **The University of Puget Sound (“KUPS”)** |  | Licensor Legal Name **(“Licensor”)** |
| BY: |  | BY: |
| (Authorized Signature) |  | (Authorized Signature) |
| NAME: |  | NAME: |
| Marta Palmquist Cady |  | (Print or Type Name of Signatory) |
| TITLE: Assistant Dean of Students/Director of Student Activities |  | TITLE: |
| (Title) |  | (Title) |