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for use of photographic images**

The Austin Community College District (or ACCD) hereby requests the non-exclusive license to use the following still photographic images within a (circle those that apply:) video program / video series / video teleconference / internet site / multimedia / other _____ tentatively titled _____.

(see attached list and/or photocopies)

ACCD seeks duplication rights and all other rights necessary to allow for the transfer of the still photographic images to videotape, storage of the images on videotape or digital electronic media, minor manipulation of the electronic images (for retouching or cropping purposes), and incorporation of the images into the final production(s) indicated above.

ACCD and its agents must reserve full and unlimited audiovisual, broadcast, cablecast, and multimedia duplication rights for the final video production(s) which will include the photographic images listed, (circle one) locally / regionally / statewide / nationally / worldwide for a _____ year period beginning on the date of signature below. ACCD must reserve the rights to distribute the final production(s), containing these listed photographic images, through all telecommunications media, including but not limited to cable, "wireless cable" ITFS systems, satellite and microwave broadcast, fiber optic networks, college-wide computer networks, multimedia, and future educational program delivery technologies.

Copyright license is granted with the only consideration being a one-time, flat payment of \$ _____ per photographic image used (in addition to any printing costs or lab fees required) to be remitted to _____ before the first airing/use of the final production(s) that include(s) the photographic images listed. Additionally, ACCD will credit all providers of still photographs in the closing credits of the program. Credit line to be shared with other providers of still photos [in order of quantity of work used] and will be worded as follows:

“ _____ ”

If the complete (video program / video series / teleconference / multimedia) is to be sold for profit by ACCD to other high schools, colleges, universities, or institutions, or if the scope of distribution circled above is to be widened, additional license fees can and must be negotiated.

By signing below, the "Copyright Holder" (licensor) further certifies that he/she is authorized as owner or assignee of all specified rights, to grant to ACCD (licensee) the licenses and permissions requested in this agreement. Further, the undersigned licensor certifies that this agreement does not violate any other existing agreement with a third party and will indemnify the licensee with respect to any claim of copyright infringement arising from use of the licensed property in accordance with the terms of this agreement.

Agreed and Accepted:

(Copyright Holder of above work) -- Licensor Date

(ACCD Representative) -- Licensee Date