

1. Grant of Permission

I (we) grant permission to Berry College:

- a) To make video and/or audio recordings of the event referenced below.
- b) To allow these recordings to be “downloaded” by my students and/or members of the public using technology this is available today or created in the future. “Downloaded” includes any technology where the end user obtains a copy of the audio and/or video recording on the end user’s electronic device.
- c) To allow these recordings to be delivered, as managed by Berry on iTunes U and VikingWeb, Berry’s (LMS)
- d) To allow Berry to delete third-party material which, to the best of their knowledge, the College has received no permissions or copyright clearance.
- f) To allow Berry to edit or add introductory and conclusion screens in order to introduce and identify the recordings as appropriate.

2. Conditions on Use

- a) My permission may be withdrawn at any time upon my written notice to Berry.
- b) I (we) grant permission for my recordings to be made available as follows (check all that apply):
 public access specific course (password protection)
- c) Additional conditions I (we) have, if any, are:

3. Retention of Faculty Ownership and Copyright

Nothing in this agreement is intended or confers upon the College any additional rights in my course materials or any other right, which is not explicitly set forth in this agreement. The College only acquires the rights to my materials as explicitly set forth in the agreement. I (we) retain all rights to my (our) original materials created prior to granting this permission to the College.

5. Indemnity

Each party shall indemnify, and hold harmless the other party, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation that, one party’s furnishing or supplying the other with graphic designs, web site design, web site content and/or software under this Agreement or the use of such, constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The foregoing shall not apply unless one party has been informed as soon as practicable by the other of the suit or action alleging such infringement, and each party is given the opportunity as afforded by applicable laws, rules, or regulations to participate in the defense thereof.

6. Other Distribution of Recorded Classroom Materials

Except as provided herein, no business, association, agency, or individual, including a student, shall give, sell, or otherwise distribute to others or publish any recording made during any course presentation without the written consent of the instructor/presenter and Berry College.

7. Terms are Non-Negotiable without Authority

I (we) understand that any alteration of this agreement must be signed by an authorized representative of Berry College.

AUTHOR 1 signature, date

AUTHOR 2 signature, date