



PALOMAR COMMUNITY COLLEGE DISTRICT MASTER VIDEO COURSEWARE LICENSE AGREEMENT

Title of Video Series: _____

This Agreement is between Palomar Community College District, 1140 West Mission Road, San Marcos, CA 92069-1487 (PCCD) and ("Licensee") _____

and is effective as of the Effective Date of Agreement as defined herein.

- 1. Master Video Courseware License:** This Agreement shall serve as the Master Video Courseware License between the parties for the grant of rights by PCCD for the use of specific video courseware by Licensee. Each video course so licensed shall be covered and controlled by a Supplemental Agreement as described in Paragraph 2.
- 2. Supplemental Agreement:** Included in this Agreement and considered a part hereof is a Supplemental Agreement, which describes the term, the specific rights granted, the payment and payment schedule, and any special restrictions and conditions of the license of each video course covered by this Agreement. A Supplemental Agreement shall not be construed to grant rights not specifically licensed in this Master License, but may restrict such rights and impose special conditions limiting the exercise of those rights.
- 3. Period of License:** See Supplemental Agreement.
- 4. Distribution of Courseware:** PCCD will furnish for a first-time agreement, a master set of the video lessons in videotape or DVD format at the prevailing costs. PCCD will ship the video and/or DVD courseware to Licensee via Federal Express. Licensee will pay dubbing costs, all shipping and handling costs. If any of the videotapes and/or DVDs is damaged, PCCD must be notified within 30 days for a replacement to be delivered to Licensee at no cost. Video lessons, regardless of approved distribution method, must be presented in their entirety including opening and closing credits and any editing, cutting, or otherwise altering any video lesson is prohibited. All master tapes and/or DVDs provided under this Agreement and copies duplicated shall either be erased or vaulted upon the expiration of the Supplemental Agreement under which they were provided.
- 5. Duplication of Courseware:** Except as specified in Supplemental Agreement, no duplications or any other type of reproduction of video lessons shall be permitted. Unless special written agreements are made, original video lessons or copies may not be used for other purposes outside of current contractual arrangements with PCCD.
- 6. Digital Use:** Subject to the conditions and limitations set forth herein, PCCD hereby grants to Licensee and Licensee hereby accepts a non-exclusive and non-transferable limited license to use video course components as specified in this Section in connection with offering the video course for college credit. The Master License and/or Supplemental Agreement authorize digital encoding and digital storage of video courses and video lessons subject to the following terms:
 - a) Distribution:** PCCD permits authorized users to digitize video-based course components. Video lessons must be presented in their entirety including opening and closing credits and any editing, cutting, or otherwise altering any video lesson is prohibited. PCCD does not provide institutions with digital files for distribution. Licensees must encode video lessons from source-quality masters – SVHS, BetacamSP, DVcam, or DVC Pro. Digital encoding from VHS tapes, CD-ROM, or DVD is prohibited. PCCD retains the right to request and receive access to streamed course components licensed in this agreement. **Conversion or distribution of video in any format not addressed in Supplemental Agreement is strictly prohibited.**

Licensee may arrange individual programs in any sequence within the courseware. Digitized versions of video lessons may be streamed via the Internet and/or stored and distributed for video-on-demand (VOD) playback. Access to Internet and or VOD distribution must be restricted to students enrolled in the College's "Licensed" offering. Student and faculty access must be password protected to prevent unauthorized access by anyone not enrolled in, teaching, or administering the course. Video lessons may be available in the form of "streaming video" for viewing on a computer monitor, **but may not be made available in a form that permits the user to download, store and/or retransmit the course.**
 - b) Duplication:** Conversion of video components into formats such as CD-ROM, DVD, digital tape, pod casting, downloadable digital files and/or any other known or unknown portable format for distribution is strictly prohibited. Licensee may purchase DVDs, BetaSP or SVHS for the sole purpose of duplicating content for

students enrolled in licensed courses for loan, rent, and sale. Licensee may charge a fee only for the purpose of recovering costs related to the service and only if the Licensee does not realize revenue beyond expenses. Equivalent fees to cover costs may be charged by the Licensee for authorized uses of the video lessons in a streaming and/or video-on-demand format. Streaming, video-on-demand and DVD duplication services must be owned and operated by the Licensee or an authorized vendor approved, in writing, by PCCD. PCCD reserves the right to sell directly to students.

7. Enrollment Report: Licensee must provide PCCD an Enrollment Report by mid semester for each section of the course licensed under this agreement. Enrollment reported must indicate enrollment reported at the First Census.

8. Payment Schedule: All bills are due and payable upon receipt of invoice.

9. Restrictions on License Granted:

- (A) The video lessons must be delivered in their entirety, including all credits and copyright notices, and with good technical quality to maintain the integrity of the programs.
- (B) The video lessons may not be edited or modified in any way.
- (C) All master tapes and DVDs provided under this Agreement and copies duplicated shall either be erased or vaulted upon the expiration of the Supplemental Agreement under which they were provided.
- (D) Licensee shall not duplicate the video lessons for uses not specified in the Supplemental Agreement applicable to such Courseware. Licensee shall not sell or rent recorded copies of the video lessons in any format unless PCCD grants written permission and stipulated in Supplemental Agreement.
- (E) Broadcast rights/privileges are restricted to local transmission only and are not available for national distribution without prior written consent from PCCD.
- (F) Unless specifically set forth in the Supplemental Agreement(s), the Licensee may not use video lessons as a supplement to classroom instruction.
- (G) Conversion of video components into formats such as CD-ROM, DVD, digital tape, pod casting, downloadable digital files and/or any other known or unknown portable format for distribution is strictly prohibited unless specified in Supplemental Agreement.
- (H) Courseware may not be made available in a form that permits the user to download, store and/or retransmit the course.

10. Compliance, Notices, and Monitoring: As a condition for permission to make use of Palomar College audiovisual content in a digital format, the Licensee must agree in writing to comply with the rules and procedures set forth in this License.

11. Ownership: Licensee's execution of this Agreement does not entitle Licensee to any ownership rights to the video lessons. Licensee shall in no manner infringe, disparage or challenge, PCCD's rights in the video lessons. Licensee shall promptly notify PCCD of any infringement of PCCD's rights in the video lessons and at the request of PCCD take reasonable steps to assist PCCD in protecting its rights in the video lessons. Licensee agrees to display PCCD's opening and closing credits and copyright statements each time any portion of the video lessons is performed or exhibited.

12. Authority to Sign: Each of the signatories hereto represents and warrants that he or she has the right, legal capacity and authority to enter in this Agreement and that the party he or she represents has the right, power, legal capacity and authority to perform its obligations under this Agreement and that no further approvals or consents of any persons, boards of directors or trustees, or other entities are necessary for him, her and it to enter into and perform such obligations.

13. Attorney's Fees and Choice of Law: If suit is brought by either party to this agreement to enforce any of its terms, the other party in such suit shall pay all litigation expenses incurred by the prevailing party, including attorney's fees, court costs, expert witness fees and investigation expenses. This Agreement is made in San Diego County, State of California, and any proceeding, including arbitration commenced to interpret or enforce the terms hereof shall be brought in the North County Judicial District, San Diego County, State of California, and the law of said State shall apply hereto.

14. Effective Date of Agreement: This Agreement, and each Supplemental Agreement, shall be effective upon the date of its execution by the Director, Business Services or Vice President, Finance & Administrative Services, Palomar Community College District, at its principal place of business in San Marcos, California.

LICENSE OPTIONS

- (A) **BROADCAST RIGHTS:** Each video course may be used for televised purposes by means of transmission via any single VHF, UHF, ITFS, or CATV television station utilized by Licensee. The broadcast rights/privileges are restricted to local transmission only and are not available for national distribution. Licensee is responsible for all arrangements, contracts and costs for the broadcasting of the video course on any CATV, ITFS, VHF or UHF television station. Video lessons must be presented in their entirety including opening and closing credits and any editing, cutting, or otherwise altering any video lesson is prohibited. Licensee may arrange individual programs in any sequence within the courseware. This use provides licensure for a complete video course. No segment of the video course may be used or incorporated in any other recorded or live program, presentation or lesson without prior specific written permission from PCCD.
- (B) **NON-BROADCAST RIGHTS – VIDEO AND DVD:** Each video course may be used for college-credit instructional purposes. This video course may NOT be transmitted on any VHF, UHF, ITFS, or CATV television station. Licensee may dub videotape cassettes and/or DVDs from licensed video courses for its learning center(s) within the immediate geographic area of the Licensee’s central office and may dub videotape and DVDs in numbers appropriate to service students taking any given course in a “College-By-Cassette or DVD” manner. The courseware must not be used except during a term in which the video lessons are being leased under the terms of the Supplemental Agree between Licensee and PCCD. All copies duplicated shall either be erased or vaulted upon the expiration of the Supplemental Agreement under which they were provided.
- (C) **ALTERNATE DELIVERY – WEB BASED COURSEWARE:** Courseware designed for delivery via the Internet may be offered on the licensee’s server after licensing the courseware. PCCD does not provide institutions with digital files for distribution. Licensees must encode video lessons from source-quality masters – SVHS, BetacamSP, DVcam, or DVC Pro. Digital encoding from VHS tapes, CD-ROM, or DVD is prohibited. Licensee may arrange individual programs in any sequence within the courseware. Digitized versions of video lessons may be streamed via the Internet and/or stored and distributed for video-on-demand (VOD) playback. Access to Internet and or VOD distribution must be restricted to students enrolled in the College’s “Licensed” offering. Student and faculty access must be password protected to prevent unauthorized access by anyone not enrolled in, teaching, or administering the course. Video lessons may be available in the form of “streaming video” for viewing on a computer monitor, **but may not be made available in a form that permits the user to download, store and/or retransmit the course.** PCCD retains the right to request and receive access to streamed course components licensed in this agreement.
- (D) **AUDIO/VISUAL RIGHTS:** Use shall be limited to individual playback machine or closed-circuit television systems contained within the confines of buildings normally utilized by Licensee for instructional purposes. Further, Licensee shall not charge a viewing fee or otherwise use in a commercial manner. There are no duplication rights under these terms of use. Use shall be limited to review and classroom uses only with no more than 50% of the video lessons of any one series shown in any one classroom. Other broadcasts, uses and duplications will require a different Supplemental Agreement.
- (E) **PER STUDENT FEE ONLY:** This alternative is available for all courses: no license fee is required and there is a \$35 per student per term fee. No minimum enrollment is required.

**SUPPLEMENTAL AGREEMENT TO
MASTER VIDEO COURSE LICENSE AGREEMENT
DATES OF TERM: _____**

VIDEO SERIES TITLE: _____

This supplemental Agreement is between Palomar Community College District, 1140 West Mission Road, San Marcos, California 92069 ("PCCD"), and ("Licensee"), and is effective upon the date of its execution by the of Palomar Community College District. This Agreement is supplementary to and a part of the Master Video Course License Agreement between these parties.

1. **COVERED INSTITUTIONS:** This agreement extends to the following educational institutions(s): **TITLE OF INSTITUTION AND DATE OF TERMS:** _____

2. **AUTHORIZED CONSENT:** Licensee warrants that it has the authority and consent of the above listed institution(s) to act on behalf of said institution(s) for the purposes of this Agreement.

3. **SUBJECT VIDEO COURSE** The subject of this Supplemental Agreement shall be the above-mentioned video series consisting of components listed on Schedule A, attached hereto and considered a part hereof.

4. **PERIOD OF LICENSE:** _____

5. **RIGHTS GRANTED:** PCCD hereby grants to Licensee only the following rights as defined in Paragraph 5 and 6 of the Master Video Course License Agreement:

_____ (A) Broadcast Videos	_____ (D) Classroom Videos	_____ (G) Streaming of videos
_____ (B) Cablecast Videos	_____ (E) Duplication of videos	_____ (H) Student Fee Only
_____ (C) Independent Study	_____ (F) Digitization of videos	_____ (I) Audiovisual Use Only

6. **RESTRICTIONS ON LICENSE GRANTED:** In addition to the restrictions specified in Paragraph 9 of the Master Video Course License Agreement, the following specific restrictions shall apply to the grant of license of the video series.

7. **PAYMENT:** In consideration of the rights granted by PCCD, Licensee shall pay (net 30 from invoice date) to PCCD the following: _____

8. **PAYMENT SCHEDULE:** Licensee, or institutions using the video series, (as designated by licensee) to be invoiced by PCCD as follows:

- a. License fee to be invoiced upon signing of this agreement.
- b. Student enrollment fee to be invoiced mid each academic term.

9. **SPECIAL CONDITIONS:**

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS Agreement on the day and year specified below.

PALOMAR COMMUNITY COLLEGE DISTRICT _____

By _____
(Signature)

Name Kenneth Jay

Title Director, Business Services

Date _____

By _____
(Signature)

Name _____

Title _____

Date _____