





### License Agreement

This **LICENSE AGREEMENT** ("Agreement") is made by and between The Regents of the University of California, a California constitutional corporation, on behalf of the University of California, San Diego Office of Research Affairs (hereafter "UCSD"), and Licensor.

In consideration of the following mutual promises and other good and valuable consideration, the sufficiency of which is acknowledged by both parties, UCSD and Licensor agree as follows:

1. **License.** Licensor hereby grants to UCSD a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to reproduce, distribute, make derivative works of, and publicly display the materials described in Exhibit A ("Materials") by any means, in any form, or in any media, now known or in the future developed. Licensor further grants UCSD the right to sublicense others to exercise these rights.
  
2. **Representations and Warranties.** Licensor represents and warrants that (i) Licensor has all right, title and interest necessary to enter into this Agreement and to grant UCSD the rights granted hereunder and (ii) the Materials do not infringe upon the rights of third parties, including without limitation copyrights or rights to publicity or privacy. The undersigned shall indemnify, defend and hold the University harmless from any losses, claims, damages, awards, penalties, expenses, or injuries incurred, including reasonable attorney's fees, which arise from any breach of these representations and warranties.
  
3. **Governing Law; Amendments; Entire Agreement.** This Agreement will be governed by the laws of the State of California; may be amended or modified only by a writing signed by both parties; and, including the Exhibit attached hereto, sets forth the entire agreement between the parties as to the subject matter hereof.

IN WITNESS WHEREOF, the authorized representatives of the parties have caused this Agreement to be duly executed on the dates noted below.

**UCSD:**

\_\_\_\_\_ Date  
 <Name>Office of Research Affairs

**LICENSOR:**

\_\_\_\_\_  
 Print Name

\_\_\_\_\_ Date  
 Signature

**Exhibit A  
Licensed Material**

<b>Title of Work</b>	
Description of Work and Research (100-200 words)	
Research disciplines represented	
Faculty Advisor or Principal Investigator (PI) Name (first, last)	
Faculty Advisor or PI Home Department	
Length of Work (Video) as submitted	
File Format (avi, mpeg, wm3, flv or specify)	
Media (e.g., tape, cd, dvd)	
Video Production Notes:	

**Faculty/Principal Investigator Release**

Faculty Advisor/Principal Investigator Name	
Faculty Advisor or PI Home Department	
<p>I have viewed the work and have reviewed the research presented in the work. To the best of my knowledge the research represented in the work complies with all applicable UC San Diego and UC research policies including Human Research Protections and Animal Subject policies.</p> <p>PI/Faculty Advisor Signature _____ Date _____</p>	

**Student Lead Signature**

<p>I understand that submission of the work with this and any other required correctly completed documents does not guarantee publication of the work on the UC San Diego Office of Research Affairs website. I also understand that if published the work may subsequently be removed from the website by the Office of Research Affairs for any reason and at any time.</p> <p>Student Signature: _____ Date _____</p>
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**Office of Research Affairs Only**

Submission ID Number	
Received by-Office of Research Affairs (name)	
Date	