

Consumer Digital Video Library (CDVL) Video Posting License Agreement

License Agreement for individuals or companies offering content to post on the database

I hereby grant my permission for the video clip I am uploading in connection with accepting this license agreement ("Video Clip") to be posted on the NTIA/ITS Consumer Digital Video Library Website ("CDVL Web"). I understand that the Video Clip will be made publicly available for internal research and development use by any authorized third party user of the CDVL Web including, but not limited to, commercial entities, to process the content and assess audio and video quality ("Users").

I understand that due to the limited nature and purpose of the CDVL Web, Video Clip submissions should not include embedded intellectual property rights. I understand that the NTIA/ITS is not obligated in any manner to post my Video Clip on the CDVL Web. I will be informed if my Video Clip is not selected for posting on the CDVL Web.

LICENSE GRANT:

I hereby grant NTIA/ITS a non-exclusive, world-wide, royalty-free, sublicensable (as set forth below) and transferable license, to reproduce, distribute, prepare derivative works, perform publicly (including by means of digital audio and video transmission) and display publicly the Video Clip in any and all media for the purpose of measuring audio and video quality and for the purpose of promoting the CDVL Web.

Sublicense: NTIA/ITS may sublicense the rights granted herein to Users for the purpose of User's internal or personal research and development including, but not limited to User's research involving processing and assessing audio and video quality. Except for User's creation, distribution and display of technical publications and demonstrations intended for the purpose of the scientific community's advancement in audio and video quality, Users shall not be licensed to commercially re-distribute, publicly perform, or publicly display the Video Clip without my express written permission.

PERSONAL RELEASE AND REPRESENTATIONS AND WARRANTY:

In addition to the rights granted above for the Video Clip, I also grant NTIA/ITS permission to use my photograph, name and likeness if provided by me either separately or as embedded in the Video Clip. Such use by NTIA/ITS may be in any and all forms of media for any research and development purpose, including, but not limited to, processing and assessing audio and video quality. I waive the right to inspect or approve the materials where my photograph, name and/or likeness is used in connection therewith. I understand that there is no time limit on this permission.

I represent and warrant that: (a) I own or have the necessary licenses, rights, consents, and permissions to use and authorize NTIA/ITS to use the Video Clip according to the terms of this Agreement; (b) I have the written consent, release, and/or permission of each and every identifiable individual person in the Video Clip to use the name or likeness of each and every such identifiable individual person in the Video Clip and to enable posting or otherwise including the Video Clip on the CDVL Web according to the terms of this Agreement; (c) no content in the Video Clip is known by me to be a falsehood or misrepresentation that could damage NTIA/ITS or any third party, or is otherwise unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hatefully, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, or violates any law.

GENERAL:

NTIA/ITS is not obligated to treat the Video Clip or its contents as confidential information.

NTIA/ITS reserves the right to remove any Video Clip from the CDVL Web at any time for any reason without prior notice. NTIA/ITS will remove my Video Clip from the CDVL Web within ten (10) days written notice from me.

IN NO EVENT SHALL NTIA/ITS BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THE USE OF ANY UNMODIFIED VIDEO CLIP OR ANY DOCUMENTATION POSTED IN THE CDVL WEBSITE, EVEN IF NTIA/ITS HAS BEEN ADVISED OF THE POSSIBILITY TO SUCH DAMAGE.

I agree to defend, indemnify and hold harmless NTIA/ITS and the U.S. Department of Commerce and their officers, employees and agents from and against any and all claims, damages, losses, liabilities, costs, and expense (including but not limited to reasonable attorneys' fees) arising from (1) my violation of any term of this Agreement; (2) my violation of any third party right including, but not limited to, any copyright, property or privacy right; or (3) any claim that my Video Clip caused damage to a third party. This defense and indemnification obligation will survive the expiration or termination of this Agreement. This defense and indemnification obligation shall not apply to claims based on modifications to the Video Clip made by anyone other than me or use of the Video Clip beyond the scope of the license rights granted herein.

I agree that the laws of the United States as interpreted and applied by the Federal courts in the District of Columbia shall apply to this Agreement, regardless of the conflict of laws provisions thereof, that this Agreement constitutes the entire understanding between me and NTIA/ITS with respect to the Video Clip and CDVL Web. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

I agree that this Agreement may be assigned by NTIA/ITS to any third party who assumes the management of the CDVL Web.