

**Media Education Foundation**  
**Digital License – In Perpetuity**  
**STANDARD TERMS AND CONDITIONS**

1. **Grant of License:** Upon receipt of this signed Agreement, MEF grants to Licensee a non-exclusive, non-transferable license to digitize the Programs and use them in Video Delivery Systems limited to the Territory. (e.g. Licensee may stream the digital content from a server that is accessible anytime by multiple users and multiple locations within the Territory, a video-on-demand environment. OR Licensee may stream the digital content from a server with simultaneous delivery to multiple locations within the Territory.)
2. **Territory:** The territory of this Agreement consists of a class of authorized users including faculty, staff, students, visiting faculty, business invitees, walk-in patrons, and necessary contractors who have authenticated or physical access to the collections of the library. This license permits Licensee to stream the password-protected, digital content via the use of IP, VPN, proxy server, or similarly secure authentication methods.
3. **Security:** Licensee shall provide adequate measures consistent with commercially available technologies and capabilities to prevent theft, pirating, unauthorized exhibition, duplication, or copying of the Programs. Licensee will (1) stream the digitized content solely to authorized users as defined in Section 2; (2) ensure the content is protected and accessed only by password, IP authentication, or proxy server authentication; and (3) use streaming and delivery technologies that limit downstream copying. Licensee will comply with applicable US copyright laws governing the use of protected works. Licensee shall give prompt notice to Licensor of any unauthorized activity.
4. **Payment:** Licensee will make all payments due to Licensor within 30 days of receiving the invoice.
5. **Terms:** The license granted to Licensee under this Agreement shall commence from the date of signature and will remain in effect in perpetuity, so long as Video Delivery Systems, as defined in Section 1, continue to be the method of delivery. If Video Delivery Systems becomes obsolete, then a new, mutually acceptable license must be negotiated for delivering the content.
6. **Delivery & Storage of Digital Programs:** MEF will deliver, within 10 days of the signing of this Agreement, (a) link(s) with a downloadable MPEG-4 copy of the Programs to Licensee, which the Licensee can encode into the streaming format of Licensee's choice. An archival copy of the MPEG-4 (or other encoded digital file) may be stored on a hard-drive or other means of digital storage in the library or technology center, so long as access to the archival copy is reasonably protected from theft and piracy.
7. **Warranties:** MEF warrants that it possesses the necessary rights to the Programs to enter into this Agreement and to grant a digital license to Licensee and to carry out the terms of license agreement. MEF further warrants that the Programs, and Licensee's digital streaming of them hereunder, do not, and will not, infringe any statutory or common-law copyright or other intellectual property right of any third party.

8. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of the respective successors of the parties hereto, provided that this Agreement may not be assigned without the consent of all parties hereto.
9. **Complete Agreement:** This Agreement, including all schedules hereto, constitutes the entire agreement between Licensee and MEF and may not be altered or amended except in writing, signed by each of the parties.

Licensee: \_\_\_\_\_

Everest Account #: \_\_\_\_\_

**Signed:**

For Media Education Foundation:

\_\_\_\_\_  
Kendra Hodgson, Director of Marketing & Distribution

\_\_\_\_\_  
Date

For Licensee:

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

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date