

THE UNIVERSITY OF BRITISH COLUMBIA (“UBC”)

LICENCE, CONSENT AND WAIVER FORM FOR MIGRATION TO ENTERPRISE VIDEO PLATFORM

Background:

A. You have created or uploaded videos into the Kaltura Pilot SaaS system, these have been assigned to your CWL or a CWL account that you sponsored. Of these videos, you may from time to time before August 1, 2013 select certain videos for migration to the Enterprise Video Platform, by either associating your CWL account with the videos in the Kaltura Pilot SaaS and by entering ‘Yes’ in the ‘Migrate’ field, or having a Support resource enter this data in the Kaltura Pilot SaaS. The videos you’ve selected in this manner will be called “Videos” in this Agreement.

B. The Videos may include PowerPoint slides and other visual aids (collectively the “**Additional Materials**”), that incorporate such content as text, photos, videos and other graphics. The copyright in such content is held by you or by third parties.

C. The Videos may include recordings of you and your voice (collectively, the “**Recordings of You**”), and recordings of others (“**Recordings of Others**”); and

D. UBC wishes to obtain your consent to migrate the Videos into the UBC Enterprise Video Platform (“**Enterprise Video Platform**”) and to store and use the Videos on the terms and conditions set out below.

In consideration for UBC providing you the opportunity to post the Videos to the Enterprise Video Platform, the parties agree as follows:

1. **you retain all of your rights in the content of the Videos, and, upon either you associating your CWL account with the videos in the Kaltura Pilot SaaS and entering ‘Yes’ in the ‘Migrate’ field, or upon a Support resource associating your CWL account with the videos in the Kaltura Pilot SaaS and entering ‘Yes’ in the ‘Migrate’ field, you hereby grant to UBC a worldwide, royalty-free, non-exclusive licence to the Videos to:**
 - (a) **use, copy, distribute, display, broadcast, publicly perform, make the Video available to and communicate the video to the public by telecommunication in a way that allows a member of the public to have access to the Videos from a place and at a time individually chosen by that member of the public (“Making Available”) or otherwise reproduce the Videos, in whole or in part, in all media and formats, whether now known or hereafter devised, and in all languages, without charge in any manner at all, for use by third parties accessing the Enterprise Video Platform for such purposes as set out in the Connect Terms of Use (collectively, the “Purposes”), which may include without limitation, the following specific purposes:**
 - (i) uploading, storing, and Making Available the Videos, in whole or in part, on the Enterprise Video Platform and its associated server(s);
 - (ii) using and reproducing Recordings of You and Recordings of Others in newsletters, calendars and on a UBC website for any of the Purposes;
 - (iii) uploading, storing, and Making Available the Videos, in whole or in part, on a shared online learning resource repository managed by UBC or a third party; and
 - (b) **sublicense the Videos to the extent necessary to enable UBC to use the Videos for the Purposes, which includes without limitation, enabling third parties to access, use and reproduce the Videos.**
2. **You represent and warrant to UBC that:**
 - (a) **you have the right and authority to enter into, and to grant the rights and license set out in this Agreement;**

- (b) the Videos (and the use of the Videos contemplated herein) do not and will not infringe any copyright or other intellectual property rights of any other person;
- (c) the Videos do not contain any confidential or proprietary information belonging to any other person; and
- (d) if any of the Videos contain a Recording of Others, you have obtained the express written permission of such third parties to appear in such videos and have such Videos distributed to the public and otherwise used for the Purposes. In particular, you have had each third party sign a Consent to Use Image form *[insert link]*. Questions about the collection of this information may be directed to UBC Access and Privacy Manager (at access.and.privacy@ubc.ca).

3. All personal information in the Enterprise Video Platform is collected under the authority of Section 26 of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c.165. Personal information, including your name, Recordings of You, and any other personal information, may be contained in the Videos being uploaded into the Enterprise Video Platform pursuant to this Agreement. Personal information may also be collected from you for the purpose of identifying the Videos or identifying you as the person who uploaded/authorized the upload of the Videos. This information will be used for the Purposes. Depending on the access controls you apply to the Videos, this personal information may be accessible from outside Canada.

4. You hereby covenant and agree that you are solely responsible for the content of the Videos and the consequences of submitting and publishing the Video to the Enterprise Video Platform. In particular:

- (a) you hereby to waive and release UBC, its Board of Governors, faculty, staff, students, officers, employees and agents, from any and all claims, demands, damages and proceedings arising from or relating to any use by UBC or any other person (including third parties) of the Videos, including any statutory or common law privacy rights you may have in any country relating to the Recordings of You and Recordings of Others; and
- (b) you covenant and agree that UBC is not liable for any losses or damages, whether direct, indirect, consequential, incidental or special, arising from any use of the Videos, whether by UBC or any other person (including third parties).

This Section 5 shall survive any termination or expiry of this Agreement.

5. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada. The parties hereby attorn to the exclusive jurisdiction of the Supreme Court of British Columbia.

6. You hereby acknowledge and agree that you have read and understood this Agreement before signing below, and are aware that by signing this Agreement you are giving permission to UBC to use the Videos for the Purposes.

Dated this _____ day of _____, 20____.

Signature: _____

Name: _____

Address: _____
