

## 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 September 30, 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 person** (any person that you have authorized to access your videos in the Kaltura Pilot SaaS system, to indicate that the videos should be migrated to the new system) 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. Note, the Enterprise Video Platform is comprised of two separate systems, the Kaltura Blackboard Building Block in Connect which will generally contain academic materials, and MediaSpace, which will generally contain non-academic materials. UBC will migrate your Videos to such system as you or your Support person designates, or as UBC otherwise determines.

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

1. *Grant of Rights to UBC.* You retain all of your rights in the content of the Videos, and, upon you associating your CWL account with the videos in the Kaltura Pilot SaaS and by entering ‘Yes’ in the ‘Migrate’ field, or by having your Support person associate your CWL account with the videos and enter ‘Yes’ in the ‘Migrate field, you hereby grant to UBC a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, display, and perform the Videos on the Enterprise Video Platform, in any media formats and through any media channels. UBC acknowledges that if the Videos you post are for the purpose of a particular website or part of the Enterprise Video Platform, access to which is restricted (e.g. a course website is restricted to the instructor, his/her staff, UBC IT administrators, and students currently enrolled in that course), the license you hereby grant to UBC does not permit UBC to publish such Videos more widely, unless you expressly agree otherwise.
2. *Grant of Rights to Site Visitors.* You also hereby grant each user of the Enterprise Video Platform a non-exclusive license to access your Videos through the Enterprise Video Platform, and to use, reproduce, distribute, display and perform such Videos as permitted through the functionality of the Enterprise Video Platform for non-commercial purposes, provided that your Videos are not altered in any way and is properly acknowledged, including citing the author(s), title and full bibliographic details (note, this corresponds to the Attribution-NonCommercial-NoDerivs, or CC BY-NC-ND Creative Commons license). If you wish to designate different license terms, you must make such terms explicit in your Videos in a manner that is readily apparent to users, and license terms designated by you shall govern.
3. *Deletion or Removal – UBC Archive Rights.* You may designate any of your Videos for deletion or removal from the Enterprise Video Platform. Upon you doing so, the above licenses granted by you in such Videos to (respectively) UBC and users shall be deemed to be terminated and the following archival license granted by

you to UBC: a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to store the Videos in UBC's archives (which may be within the Enterprise Video Platform or elsewhere) and to convert the Videos into any medium or format for the purposes of security, backup, and preservation. Nothing herein restricts UBC's sole discretion to permanently delete any archived Videos. If UBC has retained a copy of your archived Videos, a copy will be made available to you, upon request, in the format it is currently held in, and to other units of UBC for the purposes set out in Section 1, above.

4. *License may be Superseded.* If at any time hereafter, the Enterprise Video Platform is made subject to a generally applicable terms of use agreement, for example, a terms of use and privacy policy for the "Connect" system, you hereby agree that this license shall automatically terminate and the terms of such terms of use shall govern.
5. 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](#). Questions about the collection of this information may be directed to UBC Access and Privacy Manager (at [access.and.privacy@ubc.ca](mailto:access.and.privacy@ubc.ca)).
6. 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.
7. 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.

8. 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.

9. 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: \_\_\_\_\_

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