

## **COPYRIGHT LICENSE, USE, AND BEST EFFORTS AGREEMENT**

This copyright license, use, and best efforts agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between Baker, Donelson, Bearman, Caldwell & Berkowitz located at 165 Madison Avenue, Suite 2000, Memphis, Tennessee 38103 (hereinafter referred to as "Licensor") and \_\_\_\_\_, (hereinafter referred to as "Licensee");

### **WITNESSETH:**

WHEREAS, Licensor owns all right, title and interest in and to the source code and all copyrights relating thereto for the work entitled "Baker Donelson TALS Source Code" having U.S. Copyright Application No. 1-732987481 (hereinafter referred to as the "Work");

WHEREAS, Licensee desires to obtain from Licensor and Licensor desires to grant to Licensee a license to use and incorporate the Work into a pro bono website created by Licensee;

NOW, THEREFORE, for and in consideration of the premises, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. License. Licensor hereby grants to Licensee a non-exclusive, in the state of \_\_\_\_\_, license to use and incorporate the Work into Licensee's pro bono website in all media and formats both currently in existence, at no cost to Licensee. In consideration of this license, Licensee will not themselves license the Work to any third party. This license may be evaluated annually on the anniversary of the agreement and may be revoked if Licensee have altered the work or failed to use its best efforts to use the work to provide pro bono legal services to \_\_\_\_\_ citizens.

2. Warranty and Indemnification. Licensor represents and warrants that it owns all right, title and interest in and to the Work, and that it has the right and power to grant the license and rights contained in this Agreement.

3. Executors Heirs, Assigns, and Devisees. This Agreement may not be assigned by Licensee. All the provisions hereof shall bind and inure to the benefit of Licensor's successors in interest.

4. In consideration of the license granted herein, licensee acknowledges that this license is granted for the purpose of providing limited scope pro bono representation to low income citizens. Accordingly, this license is granted on the condition that licensee use it/their best efforts to provide these services to eligible clients.

5. The licensee agrees to recruit volunteer attorneys using methods and means deemed most effective by licensee. For example, licensee agrees to solicit volunteer attorneys through methods such as bar association communications and events, access to justice events, and communications directed to licensed lawyers and law firms in the jurisdiction. Other recruiting tools may include announcing the pro bono opportunity at new lawyer swearing in ceremonies and at law schools and to request publications directed to lawyers to run an articles publicizing this opportunity to volunteer. (i.e. bar publications, court press releases, and editorials in newspapers with general circulation).

6. Licensee agrees to work with law schools in its jurisdiction to host virtual legal advice clinics in which law students and licensed practitioners can collaborate to provide assistance to eligible clients.

7. Licensee may also promote awareness of this pro bono opportunity by communicating with pro bono directors/partners at law firms in order to discuss how it can fit in their pro bono plans and by connecting with corporate counsel groups, corporate legal departments and government attorneys and request volunteers from those groups.

8. The intent of the parties is that licensee will make members of the legal profession in its jurisdiction aware of the website for the purpose of recruiting volunteers and also for the purpose of making professionals and para-professionals in the jurisdiction aware of this resource so that the public can be directed to it as is appropriate.

9. Licensee also agrees to formulate and implement a public awareness plan in order to promote the use of the website by eligible members of the public. This plan should include the creation and distribution of promotional material to groups serving the client base such as healthcare providers, homeless assistance groups, the Red Cross, elected official constituent services employees and similar groups and individuals.

10. Licensee agrees to use its best efforts to partner with public librarians in the jurisdiction on how to direct someone to the site, and help them log on and file questions on the website.

11. Licensee agrees to announce the availability of the site to legal services corporations and non-legal services corporations, legal aid programs and the operators of any telephone legal information lines in the jurisdiction so that these entities can refer clients to the site.

12. It is the intent of the parties that Licensee use its best efforts to promote awareness of the site with the public to increase usage of the site to best and most fully utilize this pro bono resource.

13. Severability. In the event any provision or portion of this Agreement shall be declared invalid by any court of competent jurisdiction, said declaration shall have no effect upon the remaining provisions of this Agreement, all of which shall remain in full force and effect and shall constitute the complete understanding of the parties.

14. Applicable Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state of Tennessee as executed and performed in that state without regard to conflicts of laws principles, and each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Tennessee of Shelby County or of the U.S.

Federal District Court for the Western District of Tennessee in connection with any action arising under this Agreement.

15. Paragraph Headings. The paragraph headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or in any way affect this Agreement.

16. Prior Agreements Superseded. This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or agreement between them respecting the subject matter hereof. There are no representations, arrangements, understandings or agreements, oral or written, between the parties hereto relating to the subject matter of this Agreement, except those fully expressed herein.

17. Notices. All notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally, when deposited in the United States mail, registered or certified, postage prepaid, or when actually delivered addressed as follows:

To Licensor: George T. Lewis, III  
2000 First Tennessee Building  
165 Madison Avenue, Suite 2000  
Memphis, TN 38103  
Phone: (901) 526-2000  
Facsimile: (901) 577-0749

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

IN WITNESS WHEREOF, Licensors and Licensee caused this Agreement to be executed under seal all as of the day and year first above written.

**LICENSOR**

\_\_\_\_\_  
*Baker Donelson Bearman Caldwell &  
Berkowitz, PLLC*

\_\_\_\_\_  
*By: George T. Lewis*

\_\_\_\_\_  
*Shareholder*

\_\_\_\_\_  
*Date*

**LICENSEE**

\_\_\_\_\_  
*(Entity Name)*

\_\_\_\_\_  
*(By: Representative name)*

\_\_\_\_\_  
*(Representative title)*

\_\_\_\_\_  
*Date*