# Copyright License Agreement

This is a Copyright License Agreement ("Agreement") dated as of _____, 20___ between [_____] ("we", "us" or "Client"), a California nonprofit corporation, and _____ ("you"), a _____.

## Background

Client's mission is to [_____].. In carrying out its mission, Client obtains research, advisory, and other services from other organizations sharing its goals. You and Client are parties to an [_____] Agreement] dated as of _____, 20__, under which you provided services (the "Services") as described in the Statement of Work dated _____, 20__ (the "SOW"). Under the [_____] Agreement, Client has full and exclusive rights to the work product that you created or helped to create in performing such Services (the "Licensed Work"). The Licensed Work is protected by copyright. You have asked us for the right to use the Licensed Work in your programmatic activities. This Agreement sets out the basis for such use.

## 1. Basic Agreement

### 1.1 License Grant; No Derivative Works

Subject to the terms and conditions of this Agreement, Client hereby grants to you a perpetual, non-exclusive, non-transferable, non-sublicensable, royalty-free license to use, reproduce, distribute, publish, and display the Licensed Work in the United States of America for the following uses and so long as consistent with Client's mission: (i) distribution of the Licensed Work to third parties in connection with your provision of services to such persons in accordance with your mission; (ii) distribution and display of the Licensed Work at conferences, seminars, trainings, or other presentations, whether or not you receive fees or other compensation for your participation in such events; and (iii) distribution of the Licensed Work on your website, another organization's website, or in print, so long as no monetary fee is charged to access the publication. You may not revise, supplement, or create other derivatives of the Licensed Work without Client's prior written approval.

### 1.2 Mission-Related, Non-Commercial Use

The license set out in Section 1.1 is intended to permit use by you of the Licensed Work in carrying out your mission. You may not exercise any of the rights granted to you in Section 1.1 in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation. For example, you may not simply sell copies of the Licensed Work.

### 1.3 Ownership of Licensed Work

Client retains ownership of all right, title, and interest in and to the Licensed Work, or any portion of the Licensed Work. Client reserves all rights not specifically transferred to you by this Agreement. Nothing in this Agreement restricts Client's ability to revise, supplement, or create derivative works of the Licensed Work. However, Client is under no obligation to make, or to provide you with, such revisions, supplements, or derivative works.

### 1.4 Attribution

All reproductions of the Licensed Work must include the following disclaimer: "Copyright of [_____]. All rights reserved. Reproduced with the permission of [_____]."

### 1.5 Monitoring Rights

We may monitor uses of the Licensed Work. If we determine that any use violates the terms of this Agreement, or is in any other way inappropriate, you will immediately stop the impermissible use in its entirety.

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### 1.6 Compliance with Law

You may not use the Licensed Work in a manner that violates any law; infringes on the copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any person; or constitutes libel or defamation of any person or entity.

### 1.7 Notification of Unauthorized Use and Infringement

If you are informed of or discover any unauthorized use of the Licensed Work, you will promptly notify Client of all details regarding such use, of which you are aware. You will notify Client of any proceedings pending or threatened against you, alleging that your use of the Licensed Work infringes on the intellectual property or other rights of a third party.

## 2. Warranties; Liability; Indemnification

### 2.1 Disclaimer of Warranty

Client disclaims any and all warranties, guaranties, or other representations of any kind, whether express or implied, with respect to the title, validity, non-infringement, merchantability, or fitness for any purpose of the Licensed Work. You may not make such assurances on Client's behalf.

### 2.2 Limitation of Liability

Except to the extent required by applicable law, in no event will we be liable to you on any legal theory for any special, incidental, consequential, punitive, or exemplary damages arising out of this Agreement or the use of the Licensed Work, even if we have been advised of the possibility of such damages.

### 2.3 Indemnification

You will defend, indemnify and hold Client, and its directors, officers, employees, agents, and assigns (collectively, the "Client Parties"), harmless against all claims, liabilities, losses, damages, and expenses, including, without limitation, attorneys' fees and insurance contributions for which you have responsibility, plus penalties and interest, any Client Party may suffer and which arise directly or indirectly from your use of the Licensed Work or your breach of this Agreement. You will have no obligation to indemnify the Client Parties to the extent the liability is solely caused by a Client Party's gross negligence or willful misconduct.

## 3. Term and Termination

### 3.1 Termination

We may terminate this Agreement at any time, and for any or no reason, by giving you 14 days written notice. In addition, we may terminate this Agreement upon a material breach by you of this Agreement. Such a termination will be effective immediately upon your receipt of a written notice to that effect.

### 3.2 Consequences of Termination; Survival; Remedies

Upon termination of this Agreement, you will immediately cease to use, reproduce, publish, distribute, or display the Licensed Work. The provisions of Sections 1.3, 1.7, 2, 3.2, and 4 will remain effective after termination. All Client's rights, powers, and remedies under this Agreement, including its right to terminate this Agreement, are cumulative and not alternative and will be in addition to all rights, powers, and remedies given to Client at law or in equity. The exercise of one or more of these rights or remedies will not impair Client's right to exercise any other right or remedy.

## 4. General Provisions

### 4.1 Entire Agreement; Amendment

This Agreement is the entire agreement between you and us and supersedes prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing

and communications between you and us relating to the same subject matter. This Agreement may be amended only as stated in a writing signed by both you and Client which recites that it is an Agreement; it is understood that uses of the Licensed Work beyond those contemplated in this Agreement require an amendment to this Agreement. Except as specifically provided in this Agreement, nothing in this Agreement limits or otherwise affects your obligations under the [_____] Agreement, including, without limitation, those relating to confidentiality and indemnification.

**4.2 Relationship**
Client and you are independent contracting parties. Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary, or similar relationship between Client and you for any purpose.

**4.3 Severability; Waiver**
If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

**4.4 Assignment**
You may not assign your rights or delegate your duties under this Agreement to anyone else without the prior written consent of Client.

**4.5 Governing Law**
This Agreement will be governed by California law. You and we each consent to the exclusive jurisdiction of the state and federal courts of [_____], California.

**4.6 Counterparts**
This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

* * * * * * * *

This Agreement was signed by you and Client as of the date stated in its first paragraph:

| **Client** | **[name of other party]** |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| **Client Address**: | **[name] Address**: |