



Contract # _____

Gordie Center Hazing and Alcohol Overdose Education Program Materials for Virginia Colleges and Universities

COPYRIGHT LICENSE AGREEMENT

This Copyright License Agreement (“Agreement”), dated as of the last date signed below (the “Effective Date”) is made by and between (replace with school name) (“Licensee”) and The Rector and Visitors of the University of Virginia for its Gordie Center, an institution of higher education of the Commonwealth of Virginia (“University”).

WHEREAS, University has developed and owns all rights in the Hazing and Alcohol Overdose Education program training materials designed for educating college students on hazing and alcohol overdose issues (as described in attached Exhibit A (which is incorporated in and made part of this Agreement) (the “Materials”)) and has the exclusive right to license the Materials to others; and

WHEREAS, Licensee desires to obtain, and University has agreed to grant, a license authorizing the use of the Materials in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, as set forth herein, University and Licensee agree as follows:

I. Permission Fee and methods of payment.

In consideration of the license granted herein, Licensee agrees to make payment as set forth in Exhibit A.

Payment shall be made within thirty (30) days of execution of this Licensing Agreement by check or purchase order payable to the “Rector and Visitors of the University of Virginia’s Gordie Center” (Tax ID# 54-6001796) or by credit card at <https://gordie-virginia.nbsstore.net/virginia-hazing-alcohol-overdose-education-programs>.

Payments by check or purchase order shall be mailed to:

University of Virginia
Gordie Center
PO Box 800139
Charlottesville, VA 22908-0139



II. Grant of License.

- a. Upon receipt of the applicable fee, University grants to Licensee, in accordance with the terms and conditions of this Agreement, a non-exclusive, non-transferrable license to publicly display and present the Materials in on-campus Hazing and Alcohol Overdose Education programs. No other use is permitted.
- b. Licensee shall not grant sub-licenses without the prior written approval of University, which University may withhold in its sole discretion.
- c. Licensee hereby accepts such license and agrees that Licensee shall not use the Materials except in accordance with the terms and conditions of this Agreement. Licensee acknowledges and agrees that the license granted herein is non-exclusive and that University may license others to use the Materials.
- d. Licensee may edit the unlocked slides in the PowerPoint slide deck included in the Materials to add content for Licensee's campus-specific hazing policies, medical amnesty policies, reporting procedures, and resources. Licensee may abridge the Materials in its discretion, but may not otherwise alter the Material.
- e. If Licensee pays University to customize the Materials with Licensee school colors and logo, Licensee grants to University a non-exclusive, royalty-free, non-transferable, and non-sublicensable license to reproduce Licensee's trademarks solely in connection with the customization.

III. Ownership of Materials.

Licensee acknowledges that University is the sole and exclusive owner of the Materials, and Licensee shall do nothing inconsistent with such ownership. Licensee further agrees that it will not claim ownership rights to the Materials, or any derivative or related Materials owned by or used by University. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Materials other than the right to use the same in accordance with this Agreement. Licensee agrees that all copies of the Materials copied, displayed, published or distributed by Licensee shall bear the attribution "©2023, The Rector and Visitors of the University of Virginia. Used by Permission."

IV. Term and Termination.

This Agreement shall commence as the date last executed below and shall continue in full force and effect for one year, unless otherwise terminated as set forth below. If Licensee materially defaults in the performance of its obligations under this Agreement, and such default remains uncured for thirty (30) days following written notice, the Agreement will terminate. Upon termination or expiration of this Agreement, all rights (including the right to use the Materials) privileges and obligations arising from this Agreement shall cease to exist, except that Sections



V, VI and IX shall survive termination or expiration of this Agreement.

V. University Representation and Warranty:

University represents and warrants that University holds all necessary rights and permissions to enable it to enter into this Agreement including the rights, title and interest in and to the Footage. EXCEPT FOR THE FOREGOING EXPRESS REPRESENTATION AND WARRANTY, UNIVERSITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, WORKMANLIKE QUALITY, NON-INFRINGEMENT, TITLE, SUITABILITY, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE OR THAT THE MATERIALS WILL BE ERROR FREE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE MATERIALS IS PROVIDED ON AN "AS IS" BASIS ONLY. NO ADVICE OR INFORMATION OBTAINED BY LICENSEE FROM UNIVERSITY SHALL CREATE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT, AND LICENSEE ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY SUCH OTHER ADVICE OR INFORMATION IN ENTERING INTO THIS AGREEMENT.

VI. Indemnification.

To the greatest extent permitted by law, Licensee agrees to indemnify and hold harmless the Commonwealth of Virginia, The Rector and Visitors of the University of Virginia and their respective officers, employees and agents from and against any and all losses, claims, liability, damages, and expenses, including reasonable attorney's fees, arising out or relating to Licensee's use of the Materials, any breach or non-observance by Licensee of any of Licensee's acceptances, agreements, obligations, representations, undertakings or warranties as set forth in this Agreement.

For state colleges/universities, change text above to "reserved."

VII. Assignment.

This Agreement is personal to Licensee and shall not be assigned or transferred by Licensee, including, without limitation, by operation of law, except that, with prompt written notice to University, the Agreement may be transferred to a purchaser of all or substantially all of the assets of Licensee. Any attempt on the part of Licensee to assign, sub-license, or transfer Licensee's rights under this Agreement except as provided herein shall be invalid and void.

VIII. Independent Business Relationship.

University and Licensee are independent contractors and are not and shall not be construed as



joint venturers, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this Agreement.

IX. Miscellaneous.

- a. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, superseding any and all prior agreements, understandings, negotiations, and discussions. No amendment, alteration, modification, or other change to this Agreement shall be binding unless evidenced by an instrument in writing signed by a duly-authorized representative of each party. Waiver. Neither this Agreement nor any of its provisions may be waived except in writing. The failure of any party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- b. If any provision of this Agreement, or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provisions to any other persons or circumstances, shall not be affected thereby.
- c. This Agreement may be executed in several counterparts, including by electronic signature, each of which shall be deemed an original, but all of which shall constitute one and the same document.
- d. Any notice required to be given under this Agreement will be in writing and will be deemed to have been duly given only if delivered in person, by first class, prepaid, registered or certified mail, or sent by courier or by commercial overnight delivery sent as follows:

If to Licensee:

LICENSEE: add contact name and address here

If to University:

The Rector and Visitors of the University of Virginia



Mail: P.O. Box 400194
Charlottesville, VA 22904

Courier: 1001 North Emmet Street
Charlottesville, VA 22903

With a copy to:

The Gordie Center
Mail: P.O. Box 800139
Charlottesville, VA 22908-0139
Courier: 550 Brandon Ave
Charlottesville, VA 22903

or to such other address(s) of which the Parties may from time to time give notice. All notices will be deemed to have been received on the actual date of delivery for personal delivery or the receipt date indicated by U.S. Postal Service, courier or overnight delivery company.

- e. This Agreement shall be governed by the laws of the Commonwealth of Virginia, and the state courts located in the County of Albemarle, Virginia shall have exclusive jurisdiction over any disputes arising from or related to this Agreement.
- f. University shall incur no obligations pertaining to this Agreement as a result of any promise, representation, or statement by anyone without the actual authority to do so.

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In witness whereof, the parties have caused this Agreement to be executed by their authorized officials:

**UNIVERSITY:
THE RECTOR AND VISITORS OF
THE UNIVERSITY OF VIRGINIA**

LICENSEE:

By: _____
William Define
Director of Financial Operations

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

Reviewed and Approved for the Gordie Center:

By: _____
Susan Bruce, Director

Date: _____

SAMPLE



Exhibit A

The Hazing and Alcohol Overdose Education Program Materials (the “Materials”):

- A PowerPoint slide deck with:
 - locked slides addressing Virginia law, hazing identification, the hidden harm of hazing, standard drink definitions, the PUBS signs of alcohol overdose, and bystander intervention.
 - The current member and advisor education programs also include how to create healthy new member programs.
 - unlocked slides for campus-specific hazing policies, medical amnesty policies, reporting procedures, and resources.
- detailed facilitation notes for each slide.
- embedded videos, activities, and other audience engagement strategies.
- Attendance at in-person or virtual facilitator training corresponding to each of the three presentations. Facilitator training will be conducted by Gordie Center staff and a recording of the training will be provided to Licensees to share with Licensee representatives who are unable to attend the live facilitator training sessions. At least two Licensee representatives must attend the corresponding facilitator training for each program licensed (live or recorded training).

License fees:

- (replace with school name) is licensing the following for \$ (add amount)
 - DELETE ANY ITEMS NOT PURCHASED AND DELETE THIS NOTE
 - Hazing and Alcohol Overdose Education program for potential/new members (\$500)
 - Hazing and Alcohol Overdose Education program for current members (\$500)
 - Hazing and Alcohol Overdose Education program for advisors (\$500)
 - Customized slides with Licensee school colors and logo (\$50/per program).