

**CAMPUSMOVIEFEST**   
THE WORLD'S LARGEST STUDENT FILM FESTIVAL

Presented by  at&t

**MUSICAL COMPOSITION SYNCHRONIZATION AND MASTER USE LICENSE AGREEMENT**

This Musical Composition Synchronization and Master Use License Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”) by and between \_\_\_\_\_ (collectively, “Licensor”) whose address is \_\_\_\_\_ and \_\_\_\_\_, an individual (“Licensee”) (Licensee and Licensor shall collectively be referred to as the “Parties”):

**W I T N E S S E T H**

**WHEREAS**, Licensee is participating in one or more events called Campus MovieFest (the “Events”) coordinated by Ideas United, LLC (“IU”), via which Events Licensee and other participants have the opportunity to produce short movies that IU and any IU partners and/or sponsors (collectively, “IU Users”) may then publicly display, distribute and/or transmit online and via mobile or wireless channels (including without limitation via mobile phones, PDAs and other devices) and through any other media or format that may include the master use of sound recordings and synchronization of underlying musical compositions; and

**WHEREAS**, The Licensor is the owner and/or copyright holder of those sound recordings identified on the attached Schedule A (“Master Recordings”), embodying the performances of the artist(s) identified on the attached Schedule A (“Artists”) and those musical compositions identified on the attached Schedule A (“Compositions”) (Schedule A is hereby made a part of this Agreement by reference) and desires to permit Licensee and IU Users to use such Master Recordings and Compositions in any film or films produced by Licensee in connection with the Events (“Licensee’s Film(s)”).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, it is agreed as follows:

**1. Grant of Master Use License.** Licensor hereby grants to Licensee and IU Users a non-exclusive license to use the Master Recordings in and in connection with the Licensee’s Film(s), in any and all media whether now known or hereafter devised, throughout the world, in any and all languages, as well as in advertising, publicity, and promotion of Licensee’s Film(s) and the Events. Licensee and IU Users may use the Licensed Masters for any and all purposes, including without limitation background, feature, theme, concert, credits and all other purposes, so long as such purposes are in connection with Licensee’s Film(s).

Licensor further grants Licensee and IU the right to perform post-production mastering alterations to the Master Recordings, provided that such post-production mastering alterations shall not be used, distributed, or exploited separately or independently of Licensee’s Film(s) or the Events. Post-production mastering alterations may be, but are not limited to, compression, equalizing, limiting, normalizing, adding echo effect or any other alteration deemed necessary by Licensee or IU Users to conform said Master Recordings to the Licensee’s Film(s) and/or the Events. Licensee and IU Users may use the Master Recordings in whole or in part, edited or otherwise modified in Licensee’s or IU Users’s sole discretion. *Nothing herein requires Licensee or IU Users to use the Master Recordings in connection with the Events.* Licensor acknowledges and accepts that Licensor shall retain absolutely no rights in and to the Licensee’s Film(s) or the Events.

2. **Grant of Synchronization License.** Licensors grants to Licensee and IU Users the non-exclusive, irrevocable right, license, privilege and authority to copy, sell, distribute, perform publicly, edit and/or loop portions of, record on film or video and use, the Compositions and Master Recordings in synchronization or timed relation with the Licensee's Film(s) produced in connection with the Events during the Term throughout the world in any medium or form, whether now known or hereinafter created. Without limiting the generality of the preceding sentence, Licensors authorizes Licensee and IU Users to use or cause to be used the Compositions and Master Recordings in conjunction with the Licensee's Film(s) and the Events in any manner Licensee deems fit, including, but not limited to, the purpose of advertising and exploiting the Licensee's Film(s) and the Events and the right to license, sell, and distribute the Master Recordings and Compositions in conjunction with Events throughout the world and any medium or form, whether now known or hereinafter created. Notwithstanding the foregoing, the Compositions and Master Recordings licensed pursuant to this Agreement shall not be distributed or exploited separately or independently of Licensee's Film(s), except in compilations featuring Licensee's Film(s), in advertising for Licensee's Film(s), or in connection with the Events themselves. *Both the "Master Use License" described in Section 1, above, and the "Synchronization License" described in this Section 2, are granted upon the express condition that the Compositions and Master Recordings shall not be used to manufacture, sell, license, or exploit audio-only recordings.*

3. **Publicity.** Licensee and IU shall have the right to publish, advertise, announce and use in any manner or medium, the names, sobriquets, biographies and photographs or other likenesses of Licensors and Artists in connection with any exercise by Licensee or IU Users of the rights granted under this Agreement. Furthermore, Licensors grants to Licensee and IU the perpetual but non-exclusive right to use, and to license others the right to use, reproductions of Licensors' and Artists' physical likenesses and/or voices for the purpose of advertising and exploiting the Licensee's Film(s) and the right to use any of the rights herein granted for commercial advertising or publicity in connection with any product, commodity or service manufactured, distributed or offered by IU, the IU Users and/or any of IU's sponsors in connection with the Events.

4. **Term.** All licenses and rights granted in this Agreement shall commence on the Effective Date and extend for the duration of the Licensors' copyright(s) in and to each of the respective Master Recordings and Compositions. Further, if Licensors sells his/her copyright in a Master Recording and/or Composition at any time, Licensors agrees to sell it subject to this existing license so that Licensee and IU Users will continue to be able to use Licensee's Master Recordings and Compositions as described herein. All licenses granted in this Agreement are irrevocable.

5. **Consideration.** As the sole and complete consideration for granting the foregoing licenses to Licensee, Licensee shall use commercially reasonable efforts to use the Master Recordings and Compositions in connection with the Film and the Events.

**For avoidance of doubt, absolutely no cash amounts shall be payable by Licensee, IU or any other party to Licensors in connection with the licenses granted hereunder. Without limiting any other provision of this Agreement, Licensors understands and expressly agrees that neither it nor the Artist nor any songwriter shall receive any public performance royalties, even if Master Recordings or Compositions are broadcast, made available via online or mobile streaming or other technologies, or otherwise exploited in any manner.**

6. **Credit.** Licensee shall use commercially reasonable efforts to credit the Licensors and Artist, and to cause such credit to be included in the final edited version of the Licensee's Film(s) incorporating Master Recordings and Compositions (as the case may be), in each case to the extent that screen credits for music are included in the Licensee's Film(s). Subject to the foregoing, all other characteristics of such credit or any other credit-related issues shall be determined by Licensee in its sole discretion. No casual or inadvertent failure by Licensee to comply with the credit requirements set forth above, nor any failure by third parties to so comply, shall constitute a breach of this Agreement by Licensee.

7. **Representations and Warranties.** Licensor represents and warrants that: (i) Licensor is the Artist or legally represents the interests of the Artist; (ii) Licensor has the full right and authority to enter into this Agreement and to grant the rights granted hereunder; (iii) Licensor exclusively owns or controls all copyrights in and to the Master Recordings, Compositions and all other rights necessary to enter into and to fully perform this Agreement; (iv) Licensee's and IU's use of the Master Recordings and the Compositions and the inclusion of the same in the Licensee's Film(s) and the Events will not violate any rights of any kind or nature whatsoever, including but not limited to, copyright, trademark, patent or other intellectual property rights, of any person, firm, corporation, association, society or other entity; (v) Licensor will obtain in writing all requisite consents and permissions of labor organizations, the copyright owners, and the Artist (if applicable) whose performances are embodied in the Master Recordings and Licensor will pay all re-use payments, fees, royalties and other sums required to be paid for such consents and permission, in connection with Licensee's and IU's use of the Master Recordings and Compositions.

8. **Indemnification.** Licensor shall be liable for and shall indemnify, defend and hold harmless Licensee, IU, and IU's employees, trustees, officers, directors, shareholders, distributors, agents, affiliates, independent contractors and sponsors of the Events, from and against any and all claims, causes of action, losses, costs, property damage and injury in anyway arising from or related to (i) the alleged infringement of copyright or any other intellectual property rights in relation to use of the Master Recordings or Compositions; (ii) the alleged infringement of copyright or any other intellectual property rights in connection with any other rights granted by Licensor to Licensee and IU under this Agreement; and (iii) Licensee's or IU's use or inclusion of any Master Recordings, Compositions or other content contained within the Master Recordings in Licensee's Film(s) and the Events (including without limitation claims based on copyright, invasion of privacy, right of publicity, the Communications Decency Act of 1996, obscenity or pornography, and the violation of any states or ordinances or other laws).

9. **Miscellaneous.**

(a) **Limitations of Agreement.** The relationship of Licensee and Licensor hereunder is limited to the respective rights and obligations of the Parties specifically provided herein. Notwithstanding any provision of this Agreement to the contrary, nothing herein shall be construed to create a partnership or joint venture between the Parties, to authorize either Party to act as agent for the other, to permit either Party to undertake any agreement for the other, or to use the name or identifying mark of the other, all except as it is specifically provided herein. Neither Party shall be construed for any purpose to be an employee subject to the control and direction of the other.

(b) **Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Licensee and Licensor. Provided however, that Licensee and/or any parties Licensee selects as licensees, partners, sponsors or assignees, or to which Licensee otherwise gives permission, are authorized by Licensor to use, exploit, distribute and publicly perform the Licensee's Film(s), including without limitation any and all Master Recordings and Compositions embodied therein, in accordance with the terms of the licenses granted herein and on an unlimited basis and without the payment of any fee to Licensor. Licensor shall not assign any rights or obligations under this Agreement without the express written authorization of Licensee.

(c) **Notices.** Any notice, request, demand, waiver, approval or other communication which is required or permitted to be given hereunder shall be in writing and shall be deemed given if delivered personally or sent by fax (with transmission confirmed) or by certified or registered mail, return receipt required, with postage prepaid, or by Federal Express or an equivalent overnight delivery service, addressed to the applicable Party at its respective addresses as such Party may designate from time to time in writing to the other. Such notice, request, demand, waiver, consent, approval or other communication shall be deemed to have been given as of the date so delivered, faxed, or on the fifth day after deposit in the United States mail or on the second day after deposit with Federal Express or an equivalent overnight delivery service.

(d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to its principles or conflicts of laws to the extent such

principles or rules would require or permit the application of the laws of another jurisdiction. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the State of Georgia located in DeKalb County or of the United States District Court for the Northern District of Georgia. Any process in any action or proceeding arising out of or in connection with this Agreement may, among other methods, be served by delivering or mailing the same by registered or certified mail, directed to the other Party at the address first written above. Any such delivery or mail service shall be deemed to have the same effect as personal service within the State of Georgia.

(e) Titles & Headings. Titles and headings to articles, sections, or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Agreement.

(f) Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement is held to be invalid or unenforceable, it shall be construed to have the broadest interpretation, which would render it valid and enforceable.

(i) Amendments. No amendments modifications or waivers to this Agreement shall be valid unless in writing and signed by all parties to the Agreement.

(j) Entire Agreement. This Agreement constitutes the entire agreement between Licensee and Licensor with respect to the services provided hereunder. This Agreement supersedes all prior agreements, proposals, representations, statements or understandings, whether written or oral, concerning the services or the rights and obligations relating to those services. This Agreement shall not be contradicted, explained or supplemented by any written or oral statements, proposals, representations, advertisements or service descriptions not expressly set forth in this Agreement.

(k) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures shall be deemed binding for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

LICENSOR

LICENSEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule A**

**I. Master Recordings**

| Artist | Song Title | Album Title |
|--------|------------|-------------|
|        |            |             |
|        |            |             |
|        |            |             |
|        |            |             |

**II. Musical Compositions**

| Artist | Song Title | Album Title |
|--------|------------|-------------|
|        |            |             |
|        |            |             |
|        |            |             |
|        |            |             |

Email: \_\_\_\_\_

Please include your email if you would like CMF to contact you about music events and ways to reach thousands of students with your music.