

TEXAS BLUEBONNET AWARD VIDEO STREAMING & REPRODUCTION PAYMENT FORM

District _____

Address _____

City _____ **State** _____ **Zip** _____

Contact person's name _____

Email _____

Please check this box if you wish to copy a DVD you have purchased: _____

Please choose ONE format for use below if you plan to ftp from TLA site:

____.mpg-2 ____ .mpg-4 (higher resolution)

____.mov (Quicktime - low resolution) ____ .mov (Quicktime - high resolution)

The price structure is as follows:

____ \$250 - 10 or fewer campuses or copies

____ \$300 - 11-20 campuses

____ \$400 - 21-30 campuses

____ \$500 - 31-40 campuses

____ \$600 - 41-50 campuses

____ \$700 - 51+ campuses

For CHECK payment, mail this form with check payable to:

TLA, 3355 Bee Cave Road, Suite 401, Austin, TX 78746-6763

Check # _____ **Amt.** _____

For CREDIT CARD payment, provide the following information:

Card: ____ VISA ____ MC ____ AMEX ____ DISC

No. _____ **Exp.** _____

TLA does NOT accept purchase orders. A signature must accompany the Licensing Agreement and payment.

Signature: _____

Upon payment by check or credit card, an email message will be sent to the individual placing the order. The email will contain the FTP site along with the user name and password necessary to download the file. For questions, please contact Carolyn Reynolds (carolynr@txla.org) or call 800-580-2852.

TBA VIDEO STREAMING AND PRODUCTION LICENSE AGREEMENT

This Agreement is made by and between the Texas Library Association, with a business address of 3355 Bee Caves Rd. Suite 401, Austin, Texas 78746 (“TLA”), and _____, with a business address of _____ (“Licensee”) and is effective as of the date of execution by the last of these two parties.

BACKGROUND

- A. TLA owns all rights, title, and interest in and to the audiovisual work titled _____, regarding the Texas Bluebonnet Award program (the “TBA Program”) and the Texas Bluebonnet Reading List for 20__ (the “Film”).
- B. TLA created the Film for the purpose of showing at schools and libraries throughout Texas that enroll in the Texas Bluebonnet Program.
- C. Licensee wishes to license from TLA the rights necessary to further sublicense the Film to school districts and/or individual schools within its region that participate in the TBA Program (“Sublicensee(s)”) for the purpose of publicly performing the Film to students thereof, or to so perform the Film itself.

AGREEMENT

- 1. Acknowledgement of Rights. Licensee, and Sublicensee, if Sublicensee chooses to be bound by the terms of this Agreement per Paragraph 11 below, acknowledges TLA’s ownership of all rights in and to the Film.
- 2. Grant of Rights. TLA hereby grants to Licensee the rights necessary to carry out the intent of this Agreement, including the rights to reproduce, distribute, create derivatives of, and publicly perform the Film per the terms of this Agreement and to sublicense the same to the Sublicensees.
- 3. Term. The term of this Agreement shall end on the last day of the school year to which the Film pertains (the “Term”).
- 4. Reproduction. Licensee may reproduce the Film in any format or medium for distribution to Sublicensees per the terms of this Agreement.
 - a. Streaming. For the purpose of streaming the Film (“Streaming”), TLA grants to Licensee and Sublicensees the rights to reproduce the Film for loading on computers under the control of the Sublicensees or the Licensee, including but not limited to personal computers and servers (the “Computers”).
 - b. Performance via Multiple DVD Copies. TLA hereby grants to Licensee and Sublicensees the rights to reproduce the Film in other formats or media, such additional DVDs (“Copies”), for the purpose of publicly performing the Film on the Computers.
 - c. The Film may not be reproduced for any other reason.
- 5. Distribution. Licensee may publicly distribute copies of the Film only to Sublicensees per the terms of this Agreement.

6. Public Performance. Licensee and Sublicensees may publicly perform the Film to students participating in the TBA Program throughout the Term, via the Computers. Such performances shall be administered by and under the supervision and responsibility of librarians, teachers, or administrators of Licensee or the Sublicensees. The Film shall not be made directly accessible to any other party, including but not limited to individual students.

7. Derivatives. Licensee and Sublicensees may create derivatives or modifications of the Film only to the extent necessary to reasonably accommodate technological requirements or preferences of the Licensee or Sublicensees. No modifications may be made to the content of the Film, including but not limited to deleting, adding, or changing content in any manner.

8. Access. Access to the Film must be restricted by reasonable technological and other means to librarians, teachers, and administrators of the Sublicensees or Licensee.

9. Expiration of the Agreement. Upon expiration of the Term, Licensee and all Sublicensees shall destroy all copies of the Film in their possession and/or control.

10. License Fees.
 - a. In the case of Streaming, license fees are determined by the number of campuses on or to which Licensee and any Sublicensees stream the Film. In the case of Copies, license fees are determined by the number of Copies made by Licensee or Sublicensee.
 - b. Licensee shall pay to TLA licensing fees in the amount of _____ for the rights granted herein during the Term.

11. Warranty. Licensee warrants that it will enter into a legally binding agreement with all Sublicensees requiring the Sublicensees to be bound by the terms of this Agreement. This requirement may be met by the Sublicensee's execution of this Agreement in the appropriate place below.

TEXAS LIBRARY ASSOCIATION

LICENSEE

Signature

Signature

Patricia H. Smith

Name: _____

Executive Director

Title: _____

Date: _____

Date: _____

SUBLICENSEE:

I, _____, hereby warrant that _____
_____ has read and understood, and agrees to be bound by, the terms of this Agreement. I further
warrant that I have the authority to bind said institution.

Signature

Name: _____

Title: _____

Date: _____