

Cornell Prison Education Program

RELEASE FORM AND LICENSE AGREEMENT

I _____, in connection with the following, as applicable:
(name of contributor)

- Interview(s) conducted on _____ (date(s) of interview)
- Photo(s) taken on _____ (date(s) photos taken)
- Writing entitled _____, or as provided
to the Cornell Prison Education Program on _____ (date writing provided)

(any of the foregoing, individually and collectively, "Materials"), and in consideration of the Cornell Prison Education Program (CPEP) support of the Materials, hereby grant and agree to grant to CPEP, its licensees, successors and assigns, a non-exclusive, worldwide, royalty-free, irrevocable, transferable, sublicense able and perpetual license to use, reproduce, adapt, prepare derivative works of, distribute, display and perform (publicly or otherwise) and publish all or any portion of any written or recorded material, text, title, story, plot, scene, description, narrative, character, illustration, photograph, graphic or concept created by me, whether individually or jointly with others, in connection with the Materials (collectively, "Work"), in any media, format and manner throughout the world, whether now known or hereafter devised. The forgoing license includes, without limitation, the right to copy, edit, reformat and translate the Work, or any portion thereof, and to use the Work in connection with any program or materials offered by the CPEP, including without limitation in any exhibits, exhibitions, publications, books, films, and other video programs, audio programs, journals, websites, newsletters, lectures, marketing and advertising materials. I waive and agree not to assert any "moral rights", or other rights with respect to attribution or integrity that I may have under any applicable law with respect to the Work or its use.

In addition, I irrevocably grant and agree to grant to the CPEP, its licensees, successors and assigns, the non-exclusive right to photograph, film, tape or otherwise record or capture my image, physical likeness, movements, voice, name, performance, personal characteristics, biographical data and/or other personal identification (collectively, "Appearance") in any manner in connection with interview(s) conducted or photo(s) taken on the dates set forth above (the results of which right, a "Recording"), for the use by CPEP in any medium (now known or hereafter devised), including without limitation to create any derivative works of the Recording and to promote and/or publicize my Appearance in connection with any program materials offered by CPEP.

I expressly understand and agree that any such Recording or any reproductions or modifications thereof and all rights therein, and all results and proceeds of my Appearance in connection with CPEP, shall be CPEP's sole and absolute property in perpetuity for the Program to use in support of any program materials offered by CPEP, and its licensees, successors and assigns shall have the unlimited right throughout the universe to copyright, publish, exhibit or otherwise use said Recording or any part thereof in any manner and in any and all languages, formats, and media now known and hereafter devised.

If CPEP receives any funds as a result of the Program's use of the Materials, Works or Recording, such as the sale of products in which such Materials, Works or Recordings are included; CPEP shall use such funds solely to support the programs and materials offered by the Program.

[Please make a copy of this release and license agreement and provide to the individual for his/her records.]

I represent and warrant that: (a) the Work is original and created by me (individually or jointly with others); (b) I have the right and authority to enter into this release and license agreement and to grant the rights and assignments granted herein, without the need for any assignments, releases, consents, or other rights not yet obtained; (c) any statements made by me during any Recording or in connection with any Work are true to the best of my knowledge, and that such statements, my Appearance, and the Work (and the exercise of the rights granted herein with respect thereto), do not and will not infringe or violate any copyright, trademark, publicity, privacy or other rights of any third party. I acknowledge that CPEP incurs no obligation to me under any legal theory (whether confidentiality, right of publicity, right of privacy, attribution, defamation, false light or otherwise) as a result of my participation in the Recording, my submission or disclosure of any Work, or the use of my Appearance, the Recording, and the Work.

The release and license agreement shall be binding upon, and shall inure to the benefit of, my heirs, executors, administrators, successors and assigns. I hereby represent that I have read the forgoing, fully understand its meaning and erect and am signing this release and license agreement freely and voluntarily. This agreement is made under and will be construed in accordance with the laws of the State of New York, without giving effect to of the State of New York to the rights and duties of the parties. I acknowledge that this release and license agreement constitutes the entire understanding of the parties related to this subject matter.

AGREED AND ACCEPTED BY CONTRIBUTOR:

Signature: _____

Printed Name: _____ (as you would like to see it appear)

Date: _____

[Please make a copy of this release and license agreement and provide to the individual for his/her records.]