

UC San Diego Course Recording Permission Agreement

<i>COURSE NUMBER</i>		<i>COURSE TITLE</i>		
<i>INSTRUCTOR (AUTHOR)</i>			<i>QUARTER & YEAR</i>	
Include Screencast	Yes / No	Extra minutes to record (0 to 5)	[]
Include Camera	Yes / No			
Restrict	Class / Campus / No	<i>After Quarter:</i>	Keep Online	Yes / No
Include Reviews	Yes / No		Keep Archive	Yes / No

- Include Screencast:** All recordings include audio. This option adds screencasting, which records the media displayed over the room's projector.
- Camera:** Records a videocast of the instructor lecturing. Videocast classes must be restricted to your class and are only available in select lecture halls.
- Restrict:** Restrict access to students enrolled in your class ("Class") or to UCSD affiliates ("Campus"), who must log in to access the recordings.
- Include Reviews:** Add review sessions, problem sessions, and other one-time meetings for these sections when they appear in the schedule
- Extra Minutes:** Record a few minutes past the end of the official scheduled lecture time
- Keep Online:** Keep the podcast available on Podcast.ucsd.edu after the quarter ends.
- Keep Archive:** Keep an archive of these recordings after the quarter ends. This archive will be provided by request to the instructor of record **only**. Unless this is checked, we will permanently delete your class's recordings after offering you a limited time to download them.

1. Grant of Permission

In consideration of the mutual promises contained herein, I (we) hereby grant a non-exclusive, perpetual, worldwide, royalty-free license to the Regents of the University of California ("The Regents") through its San Diego campus ("University of California, San Diego" or "UCSD"):

- a) To make video and/or audio recordings ("Recordings") of the class sessions for the course referenced above.
- b) To allow the Recordings to be distributed by The Regents in any manner and in any format available today or created in the future, including but not limited to, through webcast, podcast, streaming video, audio only or other technologies not enumerated here, now existing or in the future developed, including where the end user obtains a copy of the audio and/or video recording for play back on the end user's electronic device.
- c) To allow The Regents to edit or add introductory and conclusion screens or audio in order to introduce and identify the Recordings as appropriate, as well as to delete "dead space."

2. Faculty Ownership and Copyright of the Lectures

This agreement does not convey ownership or copyright in my (our) lectures to The Regents. Nothing in this agreement confers upon the Regents any rights in my course materials or any other right which is not explicitly set forth in this agreement. Except as provided in this agreement, I (we) retain all rights to my (our) original materials created prior to granting this permission to the University.

3. Ownership of the Recordings

The Regents shall have exclusive ownership of the Recordings. Ownership of the Recordings cannot be transferred except by written agreement signed by an authorized representative of The Regents.

4. Faculty Use of the Recordings

Upon request, The Regents shall make copies of the Recordings reasonably available to me (us) for use in the course and scope of my (our) employment or appointment at UCSD. Additional uses of the Recordings outside my (our) scope of employment may be arranged upon a written agreement signed by an authorized representative of The Regents.

5. Representations and Warranties

I (we) represent and warrant:

- a) the contents of the class sessions to be captured in the Recordings do not infringe the copyright of any third-party, violate any property or proprietary rights, nor invade the privacy of any person, and that the content does not contain any obscene or libelous matter;
- b) the content of the Recordings is free from all liens and claims;
- c) my (our) entering into this agreement does not violate any contract or agreement with me or with any third-party;
- d) I (we) have the full power and authority to enter into this agreement and grant the rights provided herein;
- e) I (we) have obtained all necessary permissions to authorize the creation of the Recordings under this agreement.

6. Indemnity

Each party shall indemnify, and hold harmless the other party, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation that, one party's furnishing or supplying the other with graphic designs, web site design, web site content and/or software under this Agreement or the use of such, constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The foregoing shall not apply unless one party has been informed as soon as practicable by the other of the suit or action alleging such infringement, and each party is given the opportunity as afforded by applicable laws, rules, or regulations to participate in the defense thereof.

7. UC Policy: Recording of Class room Materials

I (we) have read the UCOP Policy on Use of Recording of Course Presentations:
<http://policy.ucop.edu/doc/2100005/CourseRecordings>

8. Entire Agreement

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior representations and understandings. This agreement may only be modified in a writing signed by an authorized the Author(s) and an authorized representative of The Regents.

INSTRUCTOR (AUTHOR) signature, date