



COURSE CAPTURE GUEST SPEAKER CONSENT AND RELEASE

Course: _____

Date(s): _____

Location: _____

1. Grant of Permission

I (we) grant permission to the Regents of the University of California, on behalf of the Research, Teaching, and Learning (“RTL”), of the University of California, Berkeley:

1. To make video and/or audio recordings of the class sessions for my course.
2. To allow these recordings to be streamed by individuals enrolled in your bCourse's site using technology which is available today or created in the future.
3. To allow these recordings to be delivered, as managed by RTL, free of charge and for educational purposes, on the Internet via, but not limited to, Kaltura.
4. To allow RTL to delete third-party material which, to the best of their knowledge, the University has received no permissions or copyright clearance.
5. To allow RTL to edit or add introductory and conclusion screens in order to introduce and identify the recordings as appropriate.
6. To indicate within the recording information the license YYYY, Regents of the University of California, All rights reserved.

2. Conditions on Use

My permission may be withdrawn at any time upon my written notice to RTL. Within 30 days of my request, my audio and/or video recording will be removed from access.

3. Retention of Faculty Ownership and Copyright

Nothing in this agreement is intended to or confers upon the University any additional rights in my course materials or any other right which is not explicitly set forth in this agreement. The University only acquires the rights to my materials as explicitly set forth in the agreement. I (we) retain all rights to my (our) original materials created prior to granting this permission to the University.

4. Faculty may Use but Gains no Ownership in Web-based Digital Materials

I agree that I may use the recordings in the course and scope of my employment or appointment at University and that I do not gain ownership of the recordings created by the University. Additional uses of the recordings may be arranged for use outside my scope of employment, upon a written agreement signed by the authorized representatives of both parties.

5. 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, website design, website 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.

6. Licensing

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7. Terms are Non-Negotiable without Regent Authority

I understand that any alteration of this agreement must be signed by an authorized representative of the Regents.

8. Additional Terms

RTL reserves the right to withhold copies of recordings to anyone, including the instructor.

Signed: _____

Date: _____

Print Name: _____