

Institutional License Agreement with Public Performance Rights Island Learning Corp, 4/2024

The Purchaser is an educational institution, cultural center, or church.

By purchasing an institutional copy of a Film from Island Learning Corp ("the Grantor"), you ("the Purchaser") agree to the following:

Purchase

In consideration for payment received for this license, Grantor (Island Learning Corp) will arrange for the Purchaser to download an MP4 file of the title and grant the Purchaser the right to encode streaming files of the title from that source for use on the Purchaser's streaming or learning server. The title may be streamed on the Purchaser's password protected streaming or learning server to student, faculty and staff for a period of 3 years from the date of purchase. In addition, Purchaser may use the MP4 or derived files in activities directly administered by the Purchaser including in-class instruction, course-management software, library reference, distance learning, extracurricular programming and performances open to the public provided no admission is charged (Public Performance) for 3 years from the date of purchase. Streaming without password protection to the larger web or via YouTube is prohibited under this license.

The Purchaser undertakes that it will not telecast, cablecast or deliver digitally from any website open to the public any of the content licensed under this agreement, nor will it sell, rent, loan or donate any of the licensed content to any individual, organization or institution, including affiliates in a multi-site system, members of a media consortium or participants under an inter-library loan agreement.

This Agreement constitutes a non-exclusive, non-transferable license to use the purchased film(s) ("the films") for the consideration of the purchase price. If you are an educational reseller, the license and its rights can only be transferred by notifying the grantor of the identity of the final purchaser and ensuring the final purchaser has access to a copy of this agreement.

This license includes the right to use the Film for classroom or other group showings in educational, library, non-profit, festival, religious, or museum settings, though not for theatrical or other presentations to the general public where admission fees are charged. You may also show the films over a closed circuit system within a single building or contiguous campus or from Purchaser's streaming server with password protection for students, faculty, staff or other active institutional members. For information on rights other than these please contact us. Any copying of the films in any medium or format other than for Purchaser's streaming server is prohibited.

Preview

Most videos may be downloaded and previewed on our home viewing page for a small, non-refundable fee.

Public Performance Rights

Public Performance Rights enable the purchaser of the film to show the title to a public audience composed of Authorized Users — for example, in a public meeting, or group showing at a library, class, or museum, or at a festival — as opposed to individual home use. This Purchase of a film does include Public Performance Rights allowing the film to be shown to Authorized Users. The purchase of our film does not include the right to show them in a public theatre where admission fees are charged to the general public to view the film, except in the case of a festival.

Authorized Users at an academic institution are the Customer's currently enrolled full- or part-time students, employees, faculty, staff, affiliated researchers, and visiting scholars. Authorized Users at a public library include library cardholders from within the defined, local geographical region served by the library and not people from outside that region who purchase or otherwise obtain membership. Authorized users at a museum or a festival include museum ticket holders or walk-in patrons; they can access the films while physically present at the site or via a password protected streaming server. Authorized users at non-profit institutional setting, such as foundations and cultural institutions, can view the films as part of the institution's presentations but not in a theatre where admission is charged to view the film.

Showing a film on closed-circuit television or distance learning systems

We permit traditional (wired) closed-circuit transmission of our programs within one building or one contiguous campus only. Additional rights must be negotiated if you wish to transmit the show to off-site buildings, branch campuses or other locations if not done via a password protected streaming server. The cost of such rights is related to the number and distance of the locations involved but is usually quite reasonable.

Editing or modifying the purchased film, or including portions of it in a composite video or PowerPoint presentation

This is forbidden. We do not allow the editing or altering of any of our films in any way, without prior authorization from the grantor, and, usually, from the original producer as well. Nor do we allow videotaping, duplicating, or copying of our programs in any form or medium whatsoever. Unauthorized copying violates copyright laws in all countries, and violators can be subject to severe penalties. We can sometimes make exceptions to this policy for a good reason, but only by prior discussion and written agreement.

Replacement copies

If a file or media copy is lost, stolen or becomes damaged, we will replace at a cost of \$25 plus shipping.

Warranties

The grantor warrants and represents that it has the right to enter into this Agreement and to deliver the film(s) "as is." This warranty is in lieu of any and all other warranties, written or oral, express or implied, including without limitation, warranties of merchantability of fitness for a particular purpose, all of which the grantor disclaims. In no event will the grantor be liable for more than the license fee paid, whether such liability arises from breach of warranty, breach of this contract, or otherwise, and whether in contract or in tort, including negligence and strict liability.

Indemnification

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. This indemnity shall survive the termination of this Agreement.

Termination

If the purchaser breaches any term of this Agreement, the grantor may, in addition to its other legal rights and remedies, terminate this license 7 days after written notice to the purchaser, if purchaser has not remedied the breach within the 7 days. Upon any termination, the purchaser will erase all electronic storage of copies of the film. Any termination will not affect any obligation or liability of a party arising prior to termination, and the provisions of this paragraph will survive any termination.

Applicable Law

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflict of laws thereof, and to the extent permitted by applicable law, the purchaser consents to the jurisdiction of courts situated in Delaware in any action arising under this Agreement.

Entire Understanding

This Agreement constitutes the entire understanding between the grantor and the purchaser and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written.