

**Special instructions for licensing animations from the
NCSA Advanced Visualization Laboratory**

This Ready-to-Sign license agreement (RtS) includes non-negotiable, standard terms and conditions that are designed to enable rapid licensing. In order to enter into an RtS license agreement and to receive rights to use the intellectual property described in the license, please follow the instructions outlined below.

- Contact Kalina Borkiewicz at kalina@illinois.edu, or OTM at otm@illinois.edu to identify which animation you would like to use, and then to determine the financial terms, and wording for acknowledgment and copyright notices.
- Fill in the required information in the NCSA ANIMATION LICENSE AGREEMENT below, as discussed and agreed upon.
- Email the license to otm@illinois.edu
- OTM will review the license and will send you the final approved version or will contact you.
- Sign the final approved license agreement using the appropriate company officer signature. The OTM does not accept digital signatures but does accept scanned wet-ink signatures in PDF format.
- Email the scanned signed copy of the license agreement to otm@illinois.edu, or send the signed original license agreement to the following address:

Office of Technology Management
Attention: Director
University of Illinois
319 Ceramics Building, MC-243
105 South Goodwin Avenue, Urbana, IL 61801

If signed by the University, a fully executed copy of the RtS license agreement will be returned to you using the contact information you provide in the RtS license agreement. OTM will additionally invoice you for any fees due. Upon OTM's receipt of the applicable RtS license fee, any tangible property associated with the agreement or access to software, will be provided to you.

Please send any questions concerning these instructions to otm@illinois.edu or call (217) 333-7862. Thank you for your interest in licensing University of Illinois technologies.

NCSA ANIMATION LICENSE AGREEMENT

This license agreement ("Agreement") is made as of the date of last signature below ("Effective Date") between The Board of Trustees of the University of Illinois ("University"), a body corporate and politic organized under the laws of the State of Illinois, with principal offices at 352 Henry Administration Building, 506 South Wright Street, Urbana, Illinois 61801, U.S.A., and _____ ("Producer"), a company with a principal place of business at _____, and _____ ("Company"), a company working with Producer with a principal place of business at _____. (Producer and Company collectively referred to as "Licensees").

WHEREAS, University, through its National Center for Supercomputing Applications ("NCSA"), located on University's Urbana-Champaign campus has produced computerized visualization animations based on scientific simulations of the images further specified in Attachment A ("Images"), (attached hereto and incorporated herein by reference); and

WHEREAS, Producer is interested in utilizing Images in producing a film or video production presently entitled "_____" on behalf of the Company, (the "Production"); and

WHEREAS, University is willing to provide the Images to Licensees for use in the Production, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Copyright Ownership. University created the Images, and The Board of Trustees of the University of Illinois owns the copyright in the Images. Nothing herein shall be deemed as an assignment or transfer of any copyright or other proprietary rights to Licensees.

2. License Grant. Subject to and conditioned on Licensees' compliance with the terms and conditions specified herein, University grants to Licensees a non-exclusive, non-transferable, royalty-bearing, restricted license to (a) use and incorporate the Images into the Production and (b) reproduce copies of the Images as incorporated into the Production for distribution, sale, licensing, marketing, advertising, promotion, exhibition and other commercial exploitation of the Production. Licensees agree that all copies of the Images made by or on behalf of Licensee shall contain the same content as the original Images supplied by NCSA to Licensees, except as provided in Section 5 below. NCSA will deliver the Images to Licensees in this format: _____.

3. License Restrictions. Except as expressly set forth in Section 2 above, Licensees shall not: (a) broadcast, sell, lease, license, or distribute the Images except as incorporated into the Production; (b) modify or make derivative works of the Images. Should Licensees desire additional rights other than those granted under Section 2, Licensees shall contact University to request a license for additional rights. Nothing in this Agreement shall be construed as conferring any license under any of University's or any third party's intellectual property rights, whether by estoppel,

implication, or otherwise, except for the limited rights and licenses expressly granted in this Agreement.

4. Payments. In consideration of the license rights granted herein, Licensees shall pay to University an upfront royalty payment of _____ dollars (\$_____) for use of the Images in the Production as permitted under this Agreement for the term set forth in Section 6 below. Licensees shall make such payment to University in U.S. currency, payable to the University of Illinois and is due thirty (30) days from date of invoice and shall be remitted to address on invoice. Invoice will be provided in PDF format and emailed to: _____. Licensee FEIN is _____. Any wire transfer fees and bank fees connected to a payment shall be paid by the Licensee.

5. Acknowledgements, Copyright Notices, and Use of Names. Licensees shall include the following acknowledgement and copyright notices when displaying the Images:

Created by the National Center for Supercomputing Applications (NCSA) at the University of Illinois at Urbana-Champaign.

© Copyright 20__ The Board of Trustees of the University of Illinois.

Except for the above acknowledgement and copyright notice, Licensees shall not use any name, trade name, trademark or other designation of the University (including any contraction, abbreviation or simulation of the foregoing) in advertising, publicity or other promotional activities.

6. Term and Termination. This Agreement shall become effective as of the Effective Date and shall remain in effect in perpetuity unless earlier terminated as specified below. Either party may terminate this Agreement as specified herein if the other party commits a material breach of this Agreement. If the breach cannot be remedied, then the non-breaching party may terminate this Agreement immediately upon notice to the breaching party. If the breach is capable of being remedied, then the non-breaching party must provide written notice of the breach to the breaching party. If the breaching party fails to cure such breach within ten (10) days after receiving such written notice, then the non-breaching party may terminate this Agreement, or specific rights and licenses granted under this Agreement, immediately upon providing written notice of termination to the breaching party. Within ten (10) days of termination, Licensees shall (i) return or destroy all materials furnished pursuant to Section 2 above to University at Licensees' expense; and (ii) certify in writing by an officer of Licensees that such materials were so returned or destroyed. The provisions set forth in Sections 1, 7, 8, and 9 shall survive termination or expiration of this Agreement.

7. Disclaimer of Warranties. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNIVERSITY PROVIDES THE IMAGES "AS IS" AND DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Licensees shall not

make any statements, representations or warranties whatsoever with regard to any person or entity that are inconsistent with the disclaimers set forth in this Section 7.

8. Limitation of Liability. In no event shall University or its affiliates (including its trustees, directors, officers, faculty, staff, students, employees, consultants, and agents) be responsible or liable for any indirect, special, incidental, punitive, consequential or other damages whatsoever (including lost revenue, profits, use, data, or other economic loss or damage), however caused and regardless of theory of liability (whether for breach or in tort, including negligence), in connection with, arising out of, or related to this Agreement, even if University has been advised of the possibility of such damages. Liability for such damages shall be limited and excluded as set forth herein, even if any remedy provided for in this Agreement fails of its essential purpose. Licensees shall not make any statements or accept any liabilities or responsibilities whatsoever with regard to any person or entity that are inconsistent with the limitation set forth in this Section 8.

9. Miscellaneous.

- a. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without reference to its conflict of laws provisions. The parties agree that any action shall be brought and venued exclusively in the state courts within the State of Illinois.
- b. Enforcement. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effectuate the intent of the parties and the remainder of this Agreement will continue in full force and effect. Any express waiver or failure by either party to promptly enforce any provision of this Agreement will not create a continuing waiver or any expectation of non-enforcement of that or any other provision.
- c. Assignment. This Agreement shall not be assigned, by operation of law or otherwise, by Licensees without the University's prior written consent.
- d. Amendment. This Agreement may not be modified or amended, in whole or in part, except by the execution of a written instrument signed by an authorized representative of each party.
- e. Entire Agreement. This Agreement, including any appendices or exhibits, embodies the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all prior or contemporaneous agreements, representations, statements, communications and understandings, either verbal or written, between the parties relating to such subject matter.
- f. Independence of the Parties. Nothing in this Agreement shall be construed as creating a partnership, franchise, joint venture, agency or employment relationship between the parties. In all of their operations hereunder, Licensees shall be independent contractors, shall conduct their business at their own cost and expense, and shall have no authority to make any representations or warranties on behalf of University or to otherwise bind or incur any obligation on behalf of University.
- g. Export Controls. Images may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. Licensees agree to strictly comply with all such laws and regulations and acknowledge they have the

responsibility, at their own expense, to obtain such licenses to export, re-export, or import as may be required.

- h. Counterparts/Facsimiles. This Agreement may be executed in multiple counterparts, each of which when taken together shall constitute one and the same instrument. The parties agree that duplicated or facsimile signatures shall be deemed original for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date set forth under their signatures below, and effective as of the date of the last party to sign.

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

By: _____

Attest: _____

Date: _____

PRODUCER: _____

By: _____

Name: _____

Title: _____

Date: _____

COMPANY: _____

By: _____

Name: _____

Title: _____

Date: _____

Approved for form University legal counsel SLC09/2015

Attachment A: Description of Images

Attachment A to:
NCSA ANIMATION LICENSE AGREEMENT

Description of Images