

**DIGITAL SITE LICENSE AGREEMENT  
FOR WILLIAM GREAVES PRODUCTIONS, INC.**

Please **fill in**, sign and date two copies of this AGREEMENT on page 3, and Schedule “A” on page 4.

Rename the files as DSL LICENSE--ADD YOUR UNIVERSITY NAME.

Return them *with the same subject heading as your new file name* via email to William Greaves Productions, Inc. at [GreavesFilms@aol.com](mailto:GreavesFilms@aol.com).

We will email you a co-signed copy upon receipt of payment.

THIS LICENSE AGREEMENT is made and entered into on date [REDACTED] by and between [REDACTED] **LICENSEE NAME** (hereinafter “LICENSEE”) and William Greaves Productions, Inc., (hereinafter “LICENSOR”). The LICENSOR hereby grants to LICENSEE the licensing of **TITLE(S)** as defined infra, by LICENSOR to LICENSEE, as follows:

1. As used in this AGREEMENT (the “AGREEMENT”) “PROGRAMS” means the PROGRAMS listed in Schedule “A” attached hereto and made a part hereof and any other programs added to Schedule “A” by mutual written consent of the parties.
2. Grant of License: William Greaves Productions, Inc. grants the LICENSEE the license in perpetuity for the price indicated in the attached invoice. The term of this LICENSE shall commence as of the date each PROGRAM is included in or added to Schedule “A”:
3. Fees: The fee for this LICENSE shall be that listed in Schedule “A” for each PROGRAM or PROGRAMS. The fees for all available titles are listed in the Addendum.
4. Payment: Any invoice is to be paid prior to the delivery of materials.
5. Duplication: The LICENSOR hereby grants to the LICENSEE a non-exclusive license to put the PROGRAMS on the LICENSEE’s digital network for streaming. The LICENSEE may make duplications of the digital video files as follows: (a) onto any other in-house file storage system(s) for purposes of maintaining the integrity of such digital file(s), and (b) onto any exhibition format(s) (e.g., compressed file-formats such as H264), for in-house exhibition and/or educational purposes only.
6. Authorized Users: This includes currently employed faculty, staff and students enrolled in the LICENSEE and walk-in users on library’s premises. In addition, the LICENSEE agrees that the content of the PROGRAMS shall be password-protected and that it will

take all reasonable measures to protect the producers of the PROGRAMS' RIGHTS UNDER US copyright laws. Such measures shall include education of Authorized Users in copyright law and warnings about copyright infringement when accessing the LICENSEE's digital network.

7. Restrictions: The LICENSEE understands and agrees that the Work(s) licensed hereunder:
  - a. The license is limited to the rights to upload digital files onto an institutional network with secure authentication methods and a password-protected connection.
  - b. LICENSEE acknowledges that the licensed work(s) may not be utilized in any manner other than as specified herein, and in no event shall: The title be publicly broadcast, The title be uploaded to the open internet, The title be exhibited in campus museums or exhibitions, The title be offered in downloadable format to users.
  - c. May not be lent or transferred by the LICENSEE to any third-party institution, venue or individuals,
  - d. Except under the circumstances and for the purposes explicitly set forth in Paragraph 4 herein, may not be transferred and/or copied to any video replay and/or storage format, including any analog or digital format, without the prior written consent of LICENSOR.
  
8. Reservation of Rights: William Greaves Productions, Inc. warrants and represents that it has been authorized by the estate of William Greaves to license the Work(s) in accordance with the terms of this AGREEMENT. The parties understand and agree that nothing in this AGREEMENT shall be deemed to convey any interest in or rights to the Work(s) except those limited rights explicitly delineated and licensed herein. The LICENSEE understands and agrees that the Work(s) remain the property of their creator(s) and/or other holder(s) of title and/or copyright in the Work(s) with whom LICENSOR has contracted, and that any and all rights not expressly licensed under this AGREEMENT are reserved to William Greaves Productions, Inc.
  
9. Default: The LICENSEE agrees to abide by all terms and conditions set forth in this AGREEMENT, and further agrees that, in the event of any breach or default hereunder by the LICENSEE, William Greaves Productions, Inc. may, in addition to any other remedy, terminate this AGREEMENT with respect to any or all of the Work(s) licensed hereunder.
  
10. Warranty and Limitation of Liability: The LICENSEE cannot and will not hold the LICENSOR responsible for any legal claims arising out of the use of the licensed products or resources.
  
11. Indemnification: The LICENSEE agrees to indemnify and hold each Licensor Member

harmless from and against any and all claims, liability, losses, costs, and expenses arising from or relating to any violation of any provision in this agreement

12. Assignment: LICENSEE may not assign this AGREEMENT or any of its rights, benefits and/or obligations hereunder without the LICENSOR's prior written approval, not to be withheld unreasonably. Any purported assignment in contravention of the foregoing shall be deemed null and void.
13. Entire AGREEMENT: This AGREEMENT and the Invoice attached hereto and made a part hereof supersede all prior oral or written proposals and communications between the parties with respect to the subject matter of this AGREEMENT, and shall not be modified, rescinded, waived or otherwise changed except with the written consent of the parties. This AGREEMENT shall constitute the entire understanding between LICENSOR and LICENSEE with respect to the Work(s).
14. The LICENSEE agrees that the PROGRAMS within the AGREEMENT does not contain Public Performance Rights.
15. Both copies of this AGREEMENT must be signed by the LICENSEE, and one signed copy must be returned to the LICENSOR.

AGREED:

**Signature of LICENSOR:**

**Date:**

\_\_\_\_\_  
Louise Archambault Greaves  
William Greaves Productions, Inc.

**Signature of LICENSEE:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Printed [NAME, TITLE]**

**Schedule "A"**

Schedule to AGREEMENT between **William Greaves Productions, Inc.** and

\_\_\_\_\_

Printed name

\_\_\_\_\_

Date

\_\_\_\_\_

Signed

**Title(s):**

**License fee(s):**

(see Addendum for prices of each title)

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

**Contract Length: The life of the file/in perpetuity**

**Total fee due:** \_\_\_\_\_

**William Greaves Productions, Inc.:**

Signed: \_\_\_\_\_

Printed name: Louise Greaves

Dated:

## **Addendum**

### **PRICE LIST FOR DSL licensing:**

#### **\$295**

Booker T. Washington: The Life and The Legacy

Frederick Douglass: An American Life

From These Roots

Just Doin' It

Space for Women

#### **\$395**

Black Power in America: Myth...or Reality?

The First World Festival of Negro Arts

In the Company of Men

Voice of La Raza

#### **\$495**

Still a Brother: Inside the Negro Middle Class