

Speaker Approval for Posting of Recording of Program on Case Western Reserve University and Regionally Speaking Websites

**Case Western Reserve University / Digital Case
Digital Assets Agreement**

The purpose of the following form is to allow speakers at programs sponsored by organizations within Case Western Reserve University to approve having recordings of those programs made available to the general public through websites of Case Western Reserve University (CWRU) or Regionally Speaking. If a speaker does not approve, CWRU will not make that speaker's part of any program available.

This Agreement allows the sponsoring unit of the university to submit an audio or video recording ("digital assets") to Digital Case, the Digital Library of Case Western Reserve University (Digital Case and CWRU respectively). It also allows the sponsoring unit to submit an audio or video recording to Regionally Speaking. Regionally Speaking will choose whether to make the program available on its network. Digital Case will make the program available and maintain the record for the purposes and in the manner describe below.

The speaker certifies that he or she has the right to post this work without violating any other person's copyright, per section 3 of the agreement. CWRU promises to distribute and preserve the work per section 5 of the agreement.

If you have questions about this agreement, please contact the Director of the sponsoring unit.

Please complete the agreement yourself or have your representative, who is authorized to enter into these types of agreements on your behalf, complete the form and sign for you. Please send a signed copy to the director of the sponsoring unit of CWRU, who will be responsible for deposit of the recording and all accompanying documentation. (Please TYPE or PRINT CLEARLY.)

SPEAKER'S NAME:

CHRIS BONGERNO (identified as
"You" or "Your")

PERMANENT ADDRESS:

10831 MAGNOLIA DRIVE
CLEVELAND, OH 44106

CWRU DEPARTMENT THAT SPONSORED PROGRAM: Department of History

DIRECTOR OF CWRU SPONSORING UNIT

NAME: Gladys Haddad

CWRU NETWORK ID: gmh3@case.edu

1. Introduction

The Digital Assets described in this Agreement will be deposited in Digital Case for archiving and/or distribution for non-commercial purposes, including teaching, research and private study. This Agreement does not request or require transfer of copyright to Digital Case.

2. Definitions

- **Agreement:** This document, including all of its terms and conditions, appendices and Exhibits that contain an inventory of the Digital Assets, which are attached thereto.
- **Commercial purposes:** Use for purposes that generate a profit, either directly or indirectly for CWRU.
- **Digital Assets:** Digital content (including but not limited to images, texts, sounds, video) and/or data descriptive of the content and its digital format.
- **Educational purposes:** Use for purposes related to teaching, research and private study that does not generate a profit.
- **Federate:** To virtually bring together digital assets for access and/or preservation purposes in such a way as to allow transparent searching and display as if they were a single database for presentation purposes.
- **Non-commercial purposes:** Use for purposes that do not generate a profit, either directly or indirectly.
- **Warrant or Warranty:** A promise that certain facts are truly as they are represented to be and that they will remain so, subject to specified limitations.

3. Ownership and Copyright

- 3.1.1 You represent and warrant that you are sole owner of, and have sole title to the materials in the Exhibit and that you have the authority to grant the rights contained in this Agreement. You also represent and warrant that, to the best of your knowledge, the Digital Assets in the Exhibit do not infringe upon anyone's copyright. If the Digital Assets contain materials

for which You do not hold copyright, You represent that you have obtained the unrestricted permission of the copyright owner to grant Digital Case the rights by this Agreement and that such third party owned material is clearly identified and acknowledged within the text or content of the submission.

- 3.1.2 If the submission is based upon work that has been sponsored or supported by an agency or organization other than CWRU, You represent and warrant that You have fulfilled any right of review or other obligations required by such contract or agreement.
- 3.1.3 You shall retain all copyright, if any, that You have in the Digital Assets, unless You specifically assign copyright to CWRU. You have an affirmative obligation to provide written notice to Digital Case if there is any change in ownership during the term of this Agreement. Digital Case assumes no responsibility to search for You if You cannot be reached at the address of record.
- 3.1.4 Digital Case reserves the right to remove Digital Assets without prior approval by You, if it learns that the material violates the intellectual property rights, including but not limited to copyright, of a third party.

4. Exhibition and Use of Materials

[Please choose one option]

- 4.1 CB You grant CWRU and its agents a non-exclusive, perpetual right to use the Digital Assets identified in the Exhibit (in any digital or electronic media now known or later developed) for non-commercial use. Such right shall include, but not be limited to, the right to:
 - 4.1.1 electronically view, present and display to others the Digital Assets, including providing access via the web and display in classrooms and other public venues;
 - 4.1.2 federate and incorporate the Digital Assets into databases containing other Digital Assets;
 - 4.1.3 augment or create metadata to enhance service capacity;
 - 4.1.4 electronically store, archive, copy and/or convert the Digital Assets for preservation purposes;

- 4.2 CS **Redistribution:** You grant CWRU and its agents all the rights listed in section 4.1, as well as the right to provide copies of the Digital Assets to external recipients, with notification that the recipients also may enjoy all the rights listed in section 4.1.

5. Digital Case's obligations and rights

5.1 Digital Case shall:

- 5.1.1 make reasonable efforts to manage the Digital Assets in perpetuity, developing them as appropriate to make them available for non-commercial use;
 - 5.1.2 make reasonable efforts to comply with and inform end users of *known* copyright restrictions pertinent to Your Digital Assets;
 - 5.1.3 cooperate with You to ensure that Digital Assets are replaced or removed as needed to comply with claims related to copyright restrictions;
 - 5.1.4 obtain express written permission from You or copyright owner to use the Digital Assets for any commercial purpose;
 - 5.1.5 not pay income, royalties or any other benefit to You or copyright owner, their heirs, transferees and assigns, for the acceptance and use of the Digital Assets for non-commercial purposes.
- 5.2 Digital Case may assume custodial responsibility for previously accepted Digital Assets "orphaned" by the death or dissolution of the Depositor and not formally assigned to the custody of another agency.
- 5.3 Digital Case shall provide custodial care to the Digital Assets and precautions will be taken to preserve the integrity of the Digital Assets and to protect them from theft and damage while in Digital Case's custody.
- 5.4 Digital Assets covered by this instrument shall be subject to subpoena, lawful process or other requirements of law.

6. General

- 6.1 In the event that You breach the Agreement and fail to cure said breach within seven (7) days after receiving written notice thereof, CWRU has the right to terminate this Agreement without penalty to CWRU. In the event that CWRU terminates this Agreement for breach by You, CWRU reserves the right to seek reimbursement for all costs associated with the process and preparation of the Digital Assets during the term of the Agreement. CWRU shall submit an invoice to You no more than sixty (60) days following the effective termination date. You shall make payment in full to CWRU no more than thirty (30) days following receipt of invoice.
- 6.2 In the event that there is an alleged breach of the Agreement, the parties agree first to attempt to informally resolve the dispute. If the parties cannot informally resolve the dispute within thirty days of the alleged breach, the parties may pursue all other remedies.
- 6.2. In the event that You may, from time to time and subject to acceptance by CWRU, deposit additional papers and other materials, this Agreement shall be applicable to the additional deposit. A description of the additional papers and materials shall be provided by You and attached as an exhibit to this Agreement.
- 6.3. This Agreement shall not be modified except in writing executed by both parties.
- 6.4. This Agreement shall be bound by, and construed under, the laws of the State of Ohio.

Agreed and Executed on Behalf of Speaker:

Depositor or Depositor's Authorized Representative
Name:

CHRIS BONGERNO

Title:

ASSOCIATE PLANNER

Signature:



Date: 5/27/09

**Agreed and Executed on Behalf of Sponsoring Unit of CWRU
(Depositor):**

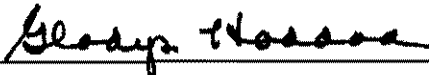
Depositor or Depositor's Authorized Representative
Name:

Gladys Haddad

Title:

Professor American Studies / Director Regionally Speaking

Signature:



Date: 7/17/09

**Agreed and Executed on Behalf of Digital Case and Case Western
Reserve University:**

Digital Case's Authorized Representative
Name:

Title:

Signature:

Date: