

License Agreement

This License Agreement is entered into by and between Iowa Public Radio (“IPR”) and _____ (“Licensor”).

WHEREAS, IPR intends to produce a coloring book or books featuring Iowa artists (the “Project”); and

WHEREAS, Licensor wishes to provide content for the Project.

The parties hereby agree as follows:

1. IPR shall be granted a license to display, modify, copy, sell, and/or distribute the content provided by Licensor (hereinafter the “Content”) solely as part of the Project (hereinafter the “License”). The parties agree that the scope of the License shall include any advertising, marketing, and/or collateral materials related to the Project.
2. The Licensor acknowledges that the publicity and/or goodwill associated with Licensor’s participation in the Project is good and sufficient consideration for the rights granted herein.
3. IPR’s exercise of the rights granted by the License shall be at IPR’s sole cost and discretion. IPR may, but is not obligation to, use Licensor’s name, likeness, and biographical data as part of the Project.
3. Licensor represents that all Content is an original work of the Licensor that shall not infringe on any intellectual property rights of any third party or violate any contract or agreement related to the Content. Licensor agrees to indemnify, defend, and hold harmless IPR from any and all claims including reasonable attorneys’ fees resulting from any breach of this representation. IPR agrees to indemnify, defend, and hold harmless Licensor for any claims resulting from IPR’s distribution of the Content (as opposed to claims resulting from the Content itself). Any disputes related to this Agreement shall be resolved exclusively in the state or federal courts of Polk County, Iowa. Both parties consent to and waive any objections to such jurisdiction and venue.
4. Except as provided for in this License, Licensor shall maintain all rights in the Content, including copyrights. Licensor may seek a copyright solely in the compilation of works associated with the Project.
5. This License shall be worldwide, royalty-free, and perpetual. The License may not be assigned, but the parties agree that it shall be deemed to cover any vendors, subcontractors, or partners supporting the Project as well as any end users who receive books as part of the Project.
6. This License may be executed in counterparts and a scanned signature shall be binding as an original.

Iowa Public Radio

Licensor

Signature: _____

Signature: _____

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Title: _____

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