Model Consent and Release Form for Audio/Video Recordings – Speaker/Presenter/Performer

**GIVE SPEAKER/PRESENTER/PERFORMER ONLY THE ATTACHED FORM OF CONSENT AND RELEASE – NOT ANY OF THIS EXPLANATORY MATERIAL.**

**BEFORE USING THE FORM, FILL IN THE BLANKS AND DEAL WITH THE BRACKETED TEXT IN THE FORM.**

Purpose - This model form is for use when making an audio or video recording of a guest speaker, presenter or performer (including musicians and artists) from Tufts or elsewhere, whether or not the guest is paid for the engagement. This form may be used when recording a range of events, including lectures, musical performances, interviews and other presentations. Under Massachusetts law it is necessary to get a speaker’s permission to make such a recording. This form authorizes Tufts to make and use, and to permit others to use, the recording of the presentation or performance, derivative works of the recording, and the guest’s biographical information (see below on third party rights). This form does not give Tufts ownership of copyright in the guest’s underlying presentation or performance.

Changes - This form may be adapted, if appropriate, to meet the needs of your faculty or department, or particular requirements that the guest wishes to impose.

Tufts courses - This form is not designed for use when recording (i) Tufts faculty in connection with their own courses or (ii) students in Tufts classes or other educational settings.

Optional limit on use of recordings - If a speaker or performer is unwilling to sign the Consent because they find Tufts’s rights to use the Recordings too broad, it is possible to add language narrowing those rights. In that situation, you could revise the second sentence of the third paragraph to read as follows (adding the language after the semi-colon):

“I agree that Tufts will have the irrevocable, worldwide right to make, copy, reproduce, edit, translate, publish, distribute, play, show, perform, display and/or otherwise use and make available the Recordings and any works that may be derived from the Recordings, by any means and in any media now existing or hereafter invented (including via the Tufts Digital Library), and to authorize others to do the

same; provided that Tufts may only exercise these rights for educational or other purposes consistent with Tufts’s mission.”

It is preferable not to add such language because it is preferable not to have limitations on your use of the Recordings. For example, while this language should generally permit distribution of the Recordings through a commercial party, it could lead to uncertainty in some cases. However, if the guest is otherwise unwilling to allow recording, and you would rather have Recordings with limitations on use than not have Recordings at all, you can add the language. You may also add other limitations on use if you wish, so long as you are prepared to keep track of the limitations and abide by them. If the Recordings will be used in a Tufts project that extends beyond your purview, then you should not add any limitations without first talking with the person responsible for that project.

Independent contractors - If you are paying an outside speaker or performer, Tufts policy may require documentation of their independent contractor status. This can be accomplished either through a separate communication or by adding the following to this form: “I understand that I am an independent contractor, free from Tufts’s direction and control, not an agent or employee of Tufts, and that I am not authorized to enter into binding commitments on Tufts’s part.”

Multiple authors - If the guest’s presentation or performance has multiple authors or composers, you should discuss with the guest whether their signatures are also needed or the guest is authorized to sign for all the authors/composers. If the guest is signing for co-authors, it will usually be necessary to add language such as the following to the form: “*[Name]* and *[name]* are co-authors of the presentation and/or performance. Each co-author has authorized me to sign this document on their behalf to evidence that each agrees to and joins in the grant of rights to Tufts in this document, while retaining their copyrights in the presentation and/or performance and subject to due attribution.”

Other third party rights - If the guest’s presentation or performance includes any third party’s content, then before publishing or otherwise making the recordings available you will need to determine whether you may use the recordings as you plan without infringing third-party rights. (This does not affect your right to create the recordings.)

***[form begins on next page]***

CONSENT AND RELEASE FOR RECORDINGS – SPEAKERS/PRESENTERS/PERFORMERS

I, , authorize Trustees of Tufts College (“Tufts”) and its agents or contractors, on behalf of ***[insert name of relevant School, department or other unit]***, to make audio and video recordings by any means and in any media (the “Recordings”) of my presentation, lecture, program, discussion, interview or performance described below (the “Performance”) and to use my name, likeness, photograph and biographical information in connection with the reproduction, distribution and promotion of the Performance and the Recordings. I understand that Tufts will credit me as the author or source of the Performance.

*Performance Title or Description:*

*Performance Date:*

*In person or virtual:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Location (if in person):*

I agree that Tufts will own the Recordings and all copyrights and other rights therein. This does not give Tufts ownership of copyright in the underlying Performance. I will retain any copyrights I may have in the underlying Performance. Nothing in this document will restrict me from publishing or using the Performance as I see fit.

I agree that Tufts will have the irrevocable, worldwide right to make, copy, reproduce, edit, translate, publish, distribute, play, show, perform, display and/or otherwise use and make available the Recordings and any works that may be derived from the Recordingsvia the Tufts Digital Library, and to authorize others with access to the Tufts Digital Library to do the same.

While Tufts may separately arrange to pay me an honorarium for the Performance, I understand and agree that I will not receive any payment, now or in the future, in connection with the rights I have granted to Tufts in this document or the use and dissemination of the Recordings.

I represent and warrant that, to the best of my knowledge, neither my Performance, the Materials (defined below), nor their permitted use by Tufts will infringe or violate any copyright or other right of any other person or entity, or breach any obligation I have to any such person or entity. Except as expressly identified below as third-party content, I represent and warrant that **I am the sole copyright owner of the Performance and any other content or accompanying materials I may include in the Performance, or have for distribution with the Recording of the Performance provided by me (“Materials”)** and I hereby grant Tufts a non-exclusive, royalty-free, irrevocable, transferable license to make, copy, reproduce, edit, translate, publish, distribute, play, show, perform, display and/or otherwise use and make available the Materials and any works that may be derived from the Materials, via the Tufts Digital Library, in support of the Recordings. For clarity, Materials may include presentations, music, photos, or handouts.

I do not own copyright to the following Materials that are provided by me (third-party content): *[Please specify all third-party content here]*

I hereby represent that I have obtained all of the necessary rights and permissions to use all third-party content in the Performance, Recording and Materials (e.g., music, video clips, photographs, texts, images) and to grant Tufts the permission described in this Consent and Release.

If I do not have the necessary right to use any third-party material, I will not include such material in the Performance or in the Materials.

I hereby waive and release Tufts and any third parties authorized by Tufts, and all of their respective officers, shareholders, directors, licensees, and employees, from any and all claims, liabilities, damages, and costs whatsoever, including reasonable attorneys’ fees, that may arise out of Tufts’ exercise of its rights in and to the Recording(s) as set forth in this Consent and Release for Recordings.

This Consent and Release for Recordings is executed as a document under seal governed by the laws of The Commonwealth of Massachusetts.

Signature Date

Print Name

Address

Agreed to:

Trustees of Tufts College, on behalf of

Signature Date

Print Name and Title

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