**VIDEO DISTRIBUTION AGREEMENT**

This Agreement is between [Company Name], a corporation, whose address is [Address], (hereinafter called “Distributor”), and The University of Texas [Component], with its principal office at [Component Address] (hereinafter called “UT\_\_\_\_\_\_”).

**I. GRANT OF LICENSE TO MARKET; OWNERSHIP AND TITLE**

1. UT\_\_\_\_\_\_ hereby grants to Distributor the exclusive and worldwide distribution rights for video productions produced during the term of this Agreement in connection with [describe something about the origin of the film] in the accredited programs series as developed by UT\_\_\_\_\_\_ [program title], hereinafter called “the Program(s)”. UT\_\_\_\_\_\_ shall retain the right to use any information licensed hereunder for its internal research and teaching purposes. UT\_\_\_\_\_\_ shall also retain the right to distribute the Program(s) on the [UT\_\_\_\_\_\_ Network].

2. UT\_\_\_\_\_\_ has the right to grant the distribution rights specified in this Agreement for the Program(s) and it has not knowingly granted any license to another entity that would restrict the rights granted hereunder, unless otherwise stated herein.

3. Whenever possible UT\_\_\_\_\_\_ will refer inquiries and purchasers directly to Distributor and provide to Distributor certain marketing information available to UT\_\_\_\_\_\_ including, but not limited to the names of institutions, national and international as appropriate, for which UT\_\_\_\_\_\_ feels there may be an interest for the purchase of the Program(s).

4. The distribution rights granted hereunder shall include sales and rentals in all formats including, but not limited to, videocassette recordings.

**II. ROYALTIES; ACCOUNTING**

1. UT\_\_\_\_\_\_ will pay all costs associated with distribution and sales promotion of the nursing programs, including but not limited to, duplication of sale and preview copies of the nursing programs (which duplication shall be of a level of quality reasonably acceptable to UT\_\_\_\_\_\_ and commensurate with the high standard found in the marketplace for programs of similar subject matter), and sales and marketing costs.

2. UT\_\_\_\_\_\_ will provide, at its own expense, an acceptable master of each of the Program(s), so that Distributor may undertake duplication of copies. The master tapes shall be returned to UT\_\_\_\_\_\_ upon termination of this Agreement.

3. Distributor will set sale prices for the Program(s) consistent with the pricing of its other programs.

4. The formula for determining royalties earned and owed is defined on Exhibit II.4. Royalties accrued biannually will be paid within thirty (30) days of January 31st and July 31st. Royalty payments shall be sent directly to UT\_\_\_\_\_\_ or, at the request of UT\_\_\_\_\_\_ shall be sent to the address indicated in Section VI.2 herein.

5. UT\_\_\_\_\_\_ shall have the right to audit the records of Distributor as they relate to the sales of the Program(s). Such audits shall take place during normal business hours and upon reasonable notice to Distributor.

6. this Agreement shall not be assigned by Distributor without the express written consent of UT\_\_\_\_\_\_.

**III. PROPRIETARY RIGHTS; REMEDIES**

1. All programs shall be marked “Copyright UT\_\_\_\_\_\_ - [city] 19\_\_\_”. Distributor shall insure that all copies, including partial copies of the programs, preserve the copyright notice as follows: The copyright notice will be placed on the videotape itself (a opposed to its housing or container); (a) with or near the title; or (b) with the case, credits or similar information; or © at or immediate following the beginning the videotape; or (d) at or immediately preceding the end of the videotape.

2. Distributor acknowledges UT\_\_\_\_\_\_’s ownership of any and all claims of copyright to the videotapes and the Program(s).

3. In the event either party hereto learns that a third party has infringed or may infringe upon any rights of UT\_\_\_\_\_\_ in the videotapes/the Program(s) or upon the rights of either UT\_\_\_\_\_\_ or Distributor in the Program(s), it shall disclose such information to the other party in writing.

**IV. LIMITATION ON UT\_\_\_\_\_\_ LIABILITY**

1. UT\_\_\_\_\_\_ shall provide the original dubbing master of the Program(s) to Distributor on an “as is” basis without warranty of any kind, either expressed or implied, including buy not limited to, the implied warranties or merchantability and fitness for a particular purpose. UT\_\_\_\_\_\_ HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2. Distributor understands and agrees: (i) that UT\_\_\_\_\_\_ makes no representation or warranty concerning the accuracy or reliability of the information contained of the Program(s); (ii) that the contents of the tapes are intended for education use only and that if Distributor or its customers act upon the information disseminated therein, they do so at their own risk.

3. Distributor agrees to cause all copies of the programs, including partial copies, to be marked with the warranty disclaimer notice shown on Exhibit IV.3. Such notice will be placed on the videotape itself (as opposed to its housing or container): (a) with or near the title; or (b) at or immediately preceding the end of the videotape.

**V. INDEMNIFICATION OF UT\_\_\_\_\_\_ BY DISTRIBUTOR**

1. UT\_\_\_\_\_\_ shall to the extent allowable under the laws and Constitution of the State of Texas, hold harmless Distributor, their officers, agents and employees from any liability or loss resulting from the negligent acts or omissions of UT\_\_\_\_\_\_, its officers, agents and employees in the performance of their obligations hereunder, provided however that UT\_\_\_\_\_\_shall not hold Distributor harmless from claims arising out of the negligence or willful malfeasance of Distributor, its officers, agents or employees, or other persons not subject to the control or supervision of UT\_\_\_\_\_\_. Distributor shall indemnify and hold harmless UT\_\_\_\_\_\_, The University of Texas System, their regents, officers and employees from and against any claims, demands or causes of action arising out of the practice of the license granted hereunder by UT\_\_\_\_\_\_.

2. This Section shall survive expiration of termination of this Agreement.

**VI. TERM AND TERMINATION**

1. This Agreement shall remain in effect for a period of four (4) years, and shall thereafter be automatically renewable for an additional four (4) years unless either party gives notice to the other of its desire to terminate the Agreement in writing at least sixty (60) days before expiration of the original or renewal term, subject to the terms of this Agreement. Either party may, at any time during the term of the Agreement, or any renewal thereof, terminate the Agreement upon thirty (30) days advance written notice.

**VII. MISCELLANEOUS**

1. All correspondence, payments and notices from Distributor to UT\_\_\_\_\_\_ should be sent to:

[name and address]

2. If any provision of this Agreement shall be held invalid,illegal or unenforceable and such provision does not constitute a substantial part of this Agreement such that its deletion from this Agreement would defeat the purpose of this Agreement, the validity, legality or enforceability of he remaining provision(s) shall not be impaired thereby.

This Agreement is executed in multiple originals upon the date set forth under the execution signatures, and shall be effective when signed by both parties.



**EXHIBITS TO AGREEMENT**

**II.4 Formula For Royalties**

Royalties shall be paid on total Net Sales. Net Sales shall be defined as the actual sales or rental price exclusive of discounts, shipping costs and taxes where applicable. Previews and returned orders are not considered sales or rentals and therefore related fees and special order charges are also excluded from Net Sales.

Net Sales x 20% = Royalty Owed

Royalties are reported by item number (title) with subtotals of Net Sales. Subtotals are finally summed for overall Net Sales.

**IV.3 Video Disclaimer**

Statement of Disclaimer of Warranty to be shown on each videotape distributed.

DISCLAIMER OF WARRANTY

NEITHER DISTRIBUTOR, UT\_\_\_\_\_\_, OR THE PROGRAM(S) MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER RESPECTING THIS VIDEO PRESENTATION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.