

Understanding the UCLA Podcasting License Agreement for the UCLA on iTunes U Project

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This document applies to UCLA Staff

Introduction

The UCLA on iTunes U service is governed by a legal agreement between the University of California, Office of the President and Apple, Inc. Because of the nature of this joint service, UCLA's Campus Council has required that all UCLA on iTunes U sites adhere to the UCLA Podcasting License Agreement (attached herewith).

The primary purpose of the agreement is to indemnify the University in case of copyright violation. In short, the agreement confirms that material uploaded to UCLA on iTunes U is the work of the content owner, and/or that the content owner has the right to post another's copyrighted material. In the case that a podcast includes copyrighted material (say, background music taken from a commercial CD), the content owner confirms that the proper copyright usage has been obtained.

The Agreement

Here are some key concepts in the UCLA Podcasting License Agreement:

- I am stating this work is mine (i.e., I didn't get it from someone else): "(a) That the content of the Work is entirely and without condition my own work;"
- I have obtained the necessary copyright: "(c) I have obtained any copyright permission, license or agreement necessary or incidental to lawfully authorize the publication of the Work submitted by me"
- I am giving control of the work to the University: "As to the podcast itself; I understand and agree that The Regents shall have exclusive ownership of the copyright and other proprietary and property rights in the podcast. To the extent required, I hereby grant and assign all copyright in the podcast to The Regents."

Glossary

“**UCLA on iTunes U**” refers to the podcasting service provided by Apple, Inc. to UCLA. Accessible through the iTunes application, UCLA on iTunes U hosts audio, video, and other multimedia content which users can download to their computers.

“**Welcome Page**” refers to the primary organizational unit within UCLA on iTunes U. A Welcome Page is made up of one or more Sections.

“**Section**” refers to divisions of a Welcome Page headed by the yellow bar. A Section consists of one or more iTunes U course sites.

“**Course**” refers to a single URL within UCLA on iTunes U hosting a podcast series. Examples of courses currently found in UCLA on iTunes U are:

- Anderson Faculty Highlights
- Classics 164: Spectacle Entertainments of Ancient Rome
- BruinTech: Get Started Podcasting

A course consists of the episodes of a podcast, such as class lectures or guest speakers, along with other media downloads, such as PDFs.

“**Podcast**” is the umbrella term for a set of associated media files. A podcast is differentiated from a “podcast track” which refers to a single audio or video file. A common parallel is found in television: the television series “Lost” is made up of many episodes.

“**Podcast track**” is one of a series of audio or video files associated with a single podcast.

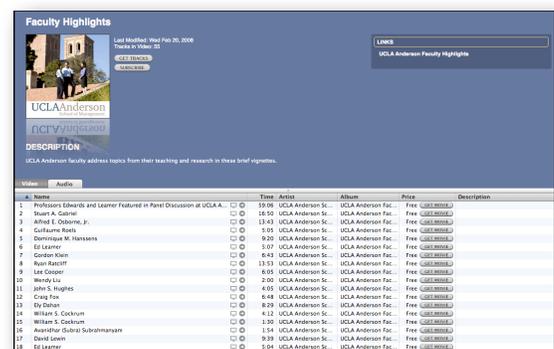
The UCLA Podcasting License Agreement applies at the course-level.



UCLA on iTunes U Main Page



Welcome Page and Sections



Course, Podcast Series, and Podcast Tracks

Compliance Process

Compliance with the agreement is simple: it is obtained as part of the course request process. When a person requests an UCLA on iTunes U course by filling out the request form, after providing the basic information, the user is asked to “click-through” and agree to the policy. When they submit their request, the date of their agreement to the license is stored with the request.

UCLA on iTunes U

UCLA on iTunes U Site Request

UCLA on iTunes U sites may only be requested by current UCLA staff or Faculty. Please provide the following information to request a UCLA on iTunes U site. Allowing of sites is governed by existing University policy and must follow University content guidelines. On the next page, you will be asked to agree to the UCLA Podcasting Policy.

Requesting Party: _____

Department/Organization: _____

Name of the Site: _____

Purpose of site: _____

Please describe the content to be posted: _____

Your information will be sent to the UCLA on iTunes U Administration team and you will be contacted shortly.

UCLA on iTunes U

UCLA on iTunes U Site Request

Open to Public

The following agreement acknowledges the work you upload to the UCLA on iTunes U site is your own work or you have obtained the necessary rights to use the material of others.

The UCLA Podcasting License Agreement

I hereby grant The Regents of the University of California on behalf of the Los Angeles Campus (hereafter "The Regents"), a non-exclusive, perpetual, worldwide license to the podcasts (multimedia files, such as audio and/or visual programs distributed over the Internet using formats that allow downloading and playback on mobile devices and personal computers) submitted with this agreement (hereafter the "Work") for the purpose of making the Work available in any format through UCLA on iTunes U or other web based service.

I further grant The Regents permission to make and maintain more than one copy (hard-copy and/or digital copy) of the Work for purposes of security, back-up and preservation.

I hereby warrant as follows:

(a) that the content of the Work is entirely and without exception my own work;

(b) that I have the full power and authority to grant this license;

(c) that I have obtained any copyright permission, license or agreement necessary or incidental to lawfully authorize the publication of the Work submitted by me, including any images.

The UCLA Podcasting License Agreement

I hereby grant The Regents of the University of California on behalf of its Los Angeles Campus (hereafter “The Regents”), a non-exclusive, perpetual, worldwide license to the podcasts (multimedia files, such as audio and/or visual programs distributed over the internet using formats that allow downloading and playback on mobile devices and personal computers) submitted with this agreement (hereafter the “Work”) for the purpose of making the Work available in any format through UCLA on iTunes U or other web based service.

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I hereby warrant as follows:

- (a) That the content of the Work is entirely and without condition my own work;
- (b) that I have the full power and authority to grant this license;
- (c) that I have obtained any copyright permission, license or agreement necessary or incidental to lawfully authorize the publication of the Work submitted by me, including any images, documents or other materials displayed in the podcast;
- (d) that the publication of the Work by The Regents pursuant to this license will not infringe any copyright, violate any property or proprietary rights, nor invade the privacy of any person and that the content does not contain any obscene or libelous matter;
- (e) that no right in the Work has in any way been sold, mortgaged, or otherwise disposed of, and that the Work is free from all liens and claims; and
- (f) that if the submission is based upon work that has been sponsored or supported by an agency or organization other than the University of California, I represent that I have fulfilled any right of review or other obligations required by such contract or agreement;
- (g) that I have obtained the written permission to reproduce and display the name, likeness, identity, voice, photographic image, videographic image and oral or recorded statement of any student or other individual appearing or reflected in the Work.

I waive and release The Regents and its officers, agents and employees from any claim or liability relating to the use of my name, likeness, identity, voice, photographic image, videographic image and oral or recorded statements in the Work.

I hereby agree to indemnify The Regents and its officers, employees, agents, successors, heirs, and assigns, for any and all claims, liabilities, damages, and expenses, including reasonable attorneys’ fees actually incurred, due to any claimed infringement of copyrights, trade names, trademarks, service marks, right of publicity or privacy, or other proprietary, personal or prop-

erty right arising from publication of the Work through UCLA on iTunes U or as a result of my breach of any covenant or warranty herein contained.

I agree that The Regents shall have the right to remove the Work from UCLA on iTunes U or other web-based service at anytime without prior notice for any reason deemed to be in The Regents best interest.

I understand that the UC Policy on Copyright Ownership governs ownership of the original materials that formed the basis for the podcast. As to the podcast itself; I understand and agree that The Regents shall have exclusive ownership of the copyright and other proprietary and property rights in the podcast. To the extent required, I hereby grant and assign all copyright in the podcast to The Regents.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior representations and understandings. By clicking below I agree to, and accept, all of the terms and conditions contained herein.