



Performance Poetry Preservation Project, Inc.

DONOR TRANSFER AND LICENSE AGREEMENT

Introduction

DONOR TRANSFER AND LICENSE AGREEMENT (“Agreement”) is made between the Performance Poetry Preservation Project, Inc., a nonprofit Massachusetts Corporation (“P4”) and the undersigned (“Donor”).

Statement of Purpose

P4 is a nonprofit organization engaged in building, maintaining, and making available an archival database of recordings of slam poetry performances (“P4 Database”). P4 allows academics, poets, and the public to access the P4 Database in order to promote the awareness, appreciation, experience, and study of slam poetry, and otherwise preserve slam poetry as an art form and cultural experience and phenomenon. P4 augments the P4 Database with metadata, transcriptions, photographs, documents, and other media related to these recordings.

Transfer and Grant of License

The Donor is the author, possessor, and/or rights holder of one or more audio recordings and/or audiovisual recordings, documents, images, or other physical materials described in the attached Donation Form(s). (“Materials”).

Transfer of Title

The Donor transfers to P4 title to and possession of the Materials.

License of the Donor’s Works.

To the extent that the Donor claims any intellectual property or related rights in information or other content recorded or otherwise represented in the Materials (the “Works”), the Donor hereby grants to P4 a license to use those Works (“License”). The License shall be nonexclusive, perpetual, worldwide, and subject to the limitations below.

Scope of License

The Donor grants P4 this License for the purpose of including the Works in the P4 Database sufficient to, among other things:

- copy the Works;
- distribute the Works by digital transmission or other means;
- prepare derivative works including, but not limited to, transcription and audio-text alignment;
- synchronize the works with other works or media.

The Donor grants this License to P4 for any embodiment of the P4 Database.

Initial: _____

Infringement

- P4 will make reasonable efforts to prevent infringement of the Works through the P4 Database.
- The Donor acknowledges that P4 cannot control the actions of third parties and shall hold harmless P4 for any infringement of the Works by a third party.
- No additional rightsholders (e.g. record labels, publishers, or other intellectual property holders) that are not party to this communication encumber my ability to provide this express permission, and I indemnify and hold harmless P4 and its assigns from any claim arising out of the distribution of this content.

Initial: _____

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—Continuation—

Governing Law

This Agreement shall be governed by the laws of Massachusetts to the exclusion of all others. Any disputes arising from this Agreement shall be filed and adjudicated in Massachusetts.

The Donor grants these rights in so far as the Donor has rights in those Works that are not encumbered by any other agreement with any other person or entity as of the date of this Agreement.

Donor Signature

Date

To be completed by P4:

Donor ID

Donor Information

Name (First) (Middle) (Last)

Signature

Street Address

City State Zip Code

Phone Number

Email Address