



COPYRIGHT AGREEMENT

This Copyright Agreement (the "Agreement") is made effective this _____ day of _____, 200_, by and between the University of Hawai'i, Academy for Creative Media ("Academy"), and _____ ("Student"), (collectively referred to as "Parties"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Academy and Student agree as follows:

1. Commission of Project. Student is involved in motion picture production and/or animation and gaming production, for the following Academy course:

_____ (the "Course").

Student acknowledges and agrees that the Academy commissioned or will commission and has evaluated or will evaluate production of: the entire sum of deliverables required by the Course that are collective works, motion pictures or audio-visual works, in any and all forms of media, including without limitation if applicable, any related source code (the "Project").

2. Ownership. The Parties intend that the Project and Student's contribution are to be considered works made for hire under 17 U.S.C. § 101 of the United States Copyright Act (the "Act"), or if not deemed a work for hire, shall be assigned to the Academy and that the Academy will own all rights in and to the Project, in any and all media in perpetuity. The Academy will be the sole and exclusive owner of the Project and any portion thereof, including any copies or recordings of the Project, in any medium and for any and all purposes. Student will make no claim to have any right, title, or interest of any kind in or to the Project or any elements or copies thereof except as otherwise provided in paragraphs 6 or 7. In addition, and without limiting the generality of the foregoing, Student shall have no right to sell, distribute, display, exhibit, or otherwise make any portion of the Project available by any means, including, without limitation, by use of the Internet or otherwise, unless appropriate consent from the

Academy or its agent(s) is given. This restriction shall apply to the Project at all times, whether completed or a "work in progress," and shall include, without limitation, any "out-takes" and "stills" from the Project.

3. Work Made for Hire. Student understands and agrees that the Academy has commissioned the production of the Project and has provided materials to assist in its completion, including without limitation instruction, facilities, equipment, and other resources. Accordingly, the Project and any portion of the Project, including Student's contribution to the Project, will be considered "works made for hire" for which the Academy will be deemed the author and creator for copyright purposes.

4. Assignment of Copyright. To the extent that the Project or any component thereof may not be properly considered works made for hire, Student agrees to and hereby does irrevocably assign, convey and otherwise transfer to the Academy, and its respective successors and assigns, any and all right, title and interests worldwide in and to the Project and all contract and licensing rights thereto, and all claims and causes of action of any kind with respect to any of the foregoing, whether now known or hereafter to become known, including all rights of registration and renewal of registration, and any and all rights of recovery and of legal action for past, current, and future infringements of that copyright.

5. Moral Rights. Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights” (collectively “Moral Rights”). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Student hereby waives such Moral Rights. Student shall confirm any such waivers and consents from time to time as requested by the Academy.

6. Retained Rights.

(a) The Parties acknowledge that the Project to be delivered by Student hereunder may be a compilation of various components, that might include, without limitation, graphics, diagrams, images, tables, sounds, video, computer programs, algorithms, cookies or applets that were created or licensed by Student prior to the effective date of the Agreement or the Course and may include original narrative ideas, concepts, characters and screenplays (collectively “Student Materials”). Subject to the license granted under (b) below, Student retains all right, title and interest to Student Materials.

(b) Student hereby grants to the Academy a royalty-free, worldwide, perpetual, irrevocable, non-exclusive license with full rights to sublicense, to use, reproduce, distribute, modify, publicly perform, and publicly display the Student Materials in connection with any Academy course production, instruction, film festival or similar exhibition.

7. Limited License. Following the second anniversary of Student’s completion of the Project and so long as Student, (i) is not in violation of any obligations under this Agreement, (ii) has obtained all requisite legal clearances for Student’s contemplated use of the Project, and (iii), has provided Academy with adequate assurances of the foregoing, (as determined by the Academy in its sole and reasonable discretion), to the extent the Academy lawfully may, the Academy hereby grants Student a non-exclusive, personal, perpetual, worldwide, license to reproduce, distribute, transmit, publicly display, publicly perform the Project and to create derivative works based on the Project.

Notwithstanding the foregoing, Student may retain a copy of the Project for personal, non-commercial use only.

8. Student Information. Student hereby grants to the Academy the worldwide, perpetual, sublicensable right to use, print, reproduce, distribute, and publish Student’s name and likeness and FERPA biographical material concerning Student in connection with the marketing, promotion, exhibition, and distribution of the Project or any portion thereof. Student hereby waives any and all claims Student may have against the Academy or any third party arising out of or related to the rights granted to the Academy hereunder. To the extent that the information is protected by Family Educational Rights of Privacy Acts (FERPA), “I waive the applicable requirements and provisions of the Federal Privacy Act, 5 U.S.C. §552, et seq., and any state regulation or statute which restricts the use and/or dissemination of the records described above.”

9. Further Assurances. Student agrees to execute, at the Academy’s request and expense, all documents and other instruments necessary to effectuate any copyright assignment as contemplated herein, including without limitation, the copyright assignment set forth as *Exhibit A* (“Assignment of Copyright”). In the event that Student does not, for any reason, execute such documents within a reasonable time of the Academy’s request, Student hereby irrevocably appoints the Academy as Student’s attorney-in-fact for the purpose of executing such documents on Student’s behalf, which appointment is coupled with an interest. Student shall fully cooperate with the Academy in the protection and enforcement of any intellectual property rights that may derive as a result of the services performed by Student under the terms of this Agreement. This shall include executing, acknowledging, and delivering to the Academy all documents or papers that may be necessary to enable the Academy to publish or protect the Project.

10. Representations and Warranties. Student represents and warrants that: (a) Student has the right and unrestricted ability to assign the Project to the Academy, (b) except as set forth on

Exhibit A, all requisite legal clearances for the Project have been obtained and the public performance of the Project by the ACM or its successors and assigns will not infringe upon any copyright, patent, trademark, right of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law, (c) Student has no knowledge of any lien, security interest, or other claim or encumbrance in connection with the Project or the copyright therein, and (d) Student is at least 18 years of age, with the full power and authority to enter into this Agreement. Student agrees to indemnify the Academy from any and all damages, costs, claims, expenses or other liability (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach by Student of any of the, covenants, representations and warranties set forth in herein.

11. No Employment. Nothing herein is to be construed as creating any employment relationship between Student and the Academy.

12. Miscellaneous. Hawai'i law will govern this Agreement, without reference to conflicts of laws rules. This Agreement constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. In the event of any conflict between the terms of this Agreement and any applicable University of Hawaii rule or policy, as may be changed from time to time, the terms of the applicable University of Hawaii rule or policy will control. This Agreement may only be changed by mutual agreement of authorized representatives of the Parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

“STUDENT”

“ACADEMY FOR CREATIVE MEDIA”

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Student Information:

The Student role or crew position(s) in connection with the Project: _____.

Local Address: _____

SSN or Student ID#: _____

Local Phone#: _____

Pager/Mobile#: _____

E-mail: _____

Exhibit A

ASSIGNMENT OF COPYRIGHT

Except as set forth on Annex 1 hereto, for good and valuable consideration which has been received, the undersigned sells, assigns and transfers to the Academy and its successors and assigns, the copyright and all of the right, title and interest of the undersigned, vested and contingent, therein and thereto, which was created by the following indicated author(s):

Title:

Author(s):[_____]

Copyright Office Identification No. (if any):_____

Executed this [_____] 2005.

Signature: _____

Printed Name: _____

Student Information:

The Student role or crew position(s) in connection with the Project: _____.

SSN or Student ID#:_____

