COPYRIGHT LICENSE AGREEMENT

This Copyright License Agreement (“Agreement”), effective as of \_\_\_\_\_\_\_\_\_\_, 2021, is made by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an individual with an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Licensor”) and The Ohio State University (“Ohio State”).

NOW, THEREFORE, for good and valuable consideration including the promises and agreements set forth herein, the receipt and sufficiency of which are acknowledged, Licensor and Ohio State hereby agree to the following:

1. Representations and Warranties. Licensor represents and warrants that: (1) he/she is the sole and exclusive owner of all copyright rights and all other rights in the content/materials/modules identified in Schedule A attached hereto (the "Works"); (2) he/she has the full right, power and authority to grant to Ohio State the rights granted herein; and (3) the rights granted to Ohio State herein do not infringe any copyright rights or violate any other rights of any third parties.

2. License Grant. Licensor grants to Ohio State a royalty-free, nonexclusive, irrevocable and perpetual license throughout the world to any and all copyright rights and other rights in the Works, including but not limited to the right to use, reproduce, prepare derivative works, digitize, make adaptations and revisions, distribute, transmit, display, and otherwise make any use of the Works for teaching students at Ohio State.

3. Term and Termination. The term of this Agreement shall be in perpetuity and cannot be terminated without an express written agreement between the parties.

4. Binding. This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

5. Governing Law. This Agreement shall be governed by the laws of the State of Ohio without regard to any choice of law provisions.

6. Notices. The address of each party hereto as set forth below shall be the appropriate address for the mailing of notices, checks and statements, if any, hereunder. All notices shall be sent certified or registered mail and shall not be deemed received or effective unless and until actually received. Either party may change their mailing address by written notice to the other.

To Licensor:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To Ohio State:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

7. Paragraph Headings. The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

8. Entire Agreement; Modification. This Agreement (including Schedule A) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto.  This Agreement may be amended only upon mutual agreement in a writing signed by the parties.

**The Ohio State University**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: Michael Papadakis, Senior VP of Business and Finance & CFO

**Licensor**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule A**

**(Works)**