

Recording, Duplication, and Rebroadcasting License for Annenberg Channel Programs

(Please print out this license and type or print the information.)

Licensee/Organization:

Contact Person:

Title:

Address:

City: State/Province:

Zip Code: Phone: Fax:

Email

Number of K-12 schools to be served* by this licensee:

Number of households to be served* by this licensee:

[*For those institutions providing access through the broadband viewer, these numbers should only reflect the schools/households that your institution typically serves through its general services--for example to those schools/households which you direct your outreach and promotion.]

Check all uses you will be making of the Channel:

Rebroadcast

Record

Duplicate

Check all systems on which you receive and/or broadcast the Annenberg Channel:

Receive via:

Annenberg satellite signal

Other satellite signal:

Digital satellite receiver (DSR) model:

4000	4001	4200	4200V
4200B	4200C	5200	406

Local cable (give provider name and channel number):

Local broadcast signal (give channel number):

Broadband Internet stream

Other (specify):

Rebroadcast via:

Cable (give provider name and channel number):

ITFS

Closed Circuit

Broadband Viewer

Other (specify):

DSR operator or technical contact:

Name:

Title:

Address:

Phone:

Email:

Broadband Contact:

Name:

Title:

Email:

URL:

Address:

Phone:

Record, Broadcast, and Duplication Rights

Licensee shall have the right to record, duplicate, and rebroadcast programs in the United States that are broadcast on the Annenberg Channel at no charge, as stipulated below:

Terms and Conditions

- (a) Licensee may rebroadcast programs over non-commercial channels.
- (b) Programs may not be sponsored, interrupted with commercials, or rebroadcast for any additional fee. Programs may not be used for fundraising activities and may not be sold or used as part of a profit-making activity.
- (c) Programs may not be edited and must be broadcast in their entirety, retaining all original logos, credit, and 800 number tags.
- (d) Use of the programs shall be non-exclusive to Licensee, and Licensee shall not otherwise license, authorize or permit broadcast or rebroadcast of the programs to another agency beyond that specified in this license.
- (e) The duplicated programs may be used for non-fee based educational and instructional purposes.
- (f) Duplicated programs may not be edited and must retain all original logos and credits.
- (g) This license does not grant permission to duplicate from videocassettes purchased from Annenberg Media.
- (h) Licensee may retain Attachment A program copies for the life of the tape(s).
- (i) Licensee may not broadcast programs listed on Attachment A after their expiration dates as noted. For updated expiration dates go to Attachment A, which is expressly made part of this license and with which Licensee agrees to comply specifically.
- (j) Licensee may not use those series marked with an asterisk on Attachment A as a credit bearing telecourse.
- (k) This license grants public performance rights.
- (l) Annenberg Media shall have the right to revoke this license upon written notification.
- (m) Both parties to this License shall at all times be deemed to be performing as independent parties and not as agents or employees of the other party and the acts and omission of a party, hereto shall be deemed to be those of the party conducting the act or omission. Both parties agree to indemnify, save, and hold harmless the indemnifying party and its officers, agents, and employees against any and all claims, losses, expenses, or liability arising from the negligence of the indemnified party.
- (n) If you are using the broadband Viewer on your Web site, following are the terms and conditions for use:
 - 1. Co-branding with your institution is welcomed, but commercial sponsorship cannot be expressed or implied. As it is our mission to provide these programs to teachers without charge, no fees may be levied for access to the Viewer, and the Viewer may not be embedded in pages or frames that will

associate it with corporate logos or commercial sponsors.

2. Streaming rights are limited to the Viewer and permission is NOT granted to digitize programming recorded from the satellite for other purposes.

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3. Redistribution of the Viewer is specifically NOT permitted without permission from Annenberg Media.

4. The Viewer is provided to the user on an "as is" basis, and no warranties, express or implied, are made by Annenberg Media, regarding the Viewer or any services or products provided through or in connection with user's use of the Viewer. Annenberg Media does not warrant that the operation of the Viewer will be uninterrupted or error-free. The software provided hereunder is on an "as is" basis, and Annenberg Media has no obligations to provide maintenance, support, updates, enhancements, or modifications.

This License (revised 08/23/06) supercedes and replaces any previous documents, correspondence, conversations, or other written or oral understandings related to this License which are not consistent with or not contained in this License.

In agreement to the foregoing, the authorized representatives sign below.

By _____

Date _____ (For Licensee)

By _____

Date _____ (For Annenberg Media)

Please return **two** original signed copies of this document to the following address. A signed original will be returned to you for your file.

Annenberg Media
Attn: Channel Licenses
1301 Pennsylvania Ave NW, Suite 302
Washington, DC 20004-1707

Channel info: 1-800-LEARNER
[http:// www.learner.org/](http://www.learner.org/)

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