

Teen Challenge PSA License Agreement: Introduction and Instructions

The following agreement was drawn up by an IP attorney from a major firm and is designed to protect both the Teen Challenge student and the local centers. This agreement must be signed and in place before media files are used.

There may be a case where a student will wish to revoke their permission to us, or will have left the program before graduation, which will automatically nullify their permission to us. If this happens, we will notify you as to which files to pull from your media pool. If a radio spot or TV ad is running, it can run its course, but not be extended or rerun, and the files should be permanently pulled from your resource pool. If the media file is in print form, the printed materials can be used until they run out, but not reprinted, or in the case of a banner, etc, not used for further functions, and the printed piece should be permanently pulled from your resource pool. The process of pulling from your media pool should be fairly simple.

We expect this to happen occasionally, and would like you to be aware of this.

Please don't let this dissuade you from using these media files. They can be of great advantage to your program.

Please closely read and then sign a copy of the following agreement (you are the "licensee") and fax it to the national office at:

417.581.2195 (fax) attention Lisa Bornert,

or send it to them at:

**Teen Challenge USA International
Attention: Lisa Bornert
5250 Towne Centre Drive
Ozark, MO 65721**

They will sign their portion of the agreement and send it back to you along with the donut site login information, and also put your name on the list to be notified if a media piece needs to be pulled.

For donut access, type into your web browser:

teenchallengeusa.com/donuts

username: donuts

case-sensitive password: *(Lisa will email you when she receives the signed media permissions form)*

LICENSE AGREEMENT

Teen Challenge International, USA
5250 N Towne Centre Dr
Ozark, MO 65721

Dear _____,

This letter, when signed by the parties, will constitute a license agreement between Teen Challenge International (“Licensor”) and _____ (“Licensee”) with respect to videos, statements, voices, names, testimonials, pictures, photographs and/or composite representations thereof (“the Works”), provided by Licensor, and in which Licensor’s current or former patients appear, are referenced or in any way identifiable, for purposes of relating their personal stories and accounts of addiction, treatment and recovery.

1. **Grant of Rights.** In consideration of the mutual promises herein, Licensor grants to Licensee a worldwide non-exclusive, limited and revocable license to use, publish, broadcast and/or sublicense the Works pursuant to this agreement.
2. **Right to Modify.** Licensee shall have the right to make commercially reasonable modifications of and edits to any film, videotape, audiotape, photograph or other Work, and to use words, symbols, designs, illustrations, recordings or other communications elements in conjunction with it or them. Licensee will not use any information pertaining to such patients other than what Licensor provides.
3. **Licensor’s Warranty.** Licensor hereby represents that it has the right to enter into this agreement pursuant to a separate agreement with the original licensor; and that all patients, or their representatives whose names, statements, stories, accounts, etc. or likenesses are used or appear in the Works have executed releases allowing Licensor and its licensees the right to use the Works as provided herein.
4. **Copyright and other ownership.** Licensee agrees that all recordings, video, film, photography, drawings, images or other Works and their contents that are provided by Licensor are fully owned by Licensor and that Licensee shall not authorize use by anyone else. Licensor agrees that Licensee need not submit any materials which incorporate the Works to Licensor for approval, but shall archive such materials for as long as they are in use, and that Licensor may review them upon written request.
5. **Entire Agreement.** The terms and conditions set forth herein constitute the entire agreement between the parties and shall supersede all prior similar agreements. No waiver, modification or addition to this agreement shall be valid unless in writing and signed by the parties hereto.

6. **Revocation.** This agreement may be revoked by Licensor at any time and for any or no reason, upon 60 days written notice to Licensee. Upon such notice, Licensee will discontinue all uses and activities authorized herein, and provide Licensor with written assurance of such discontinuance within such time following receipt of the notice.

7. **Use.** Licensee shall not be required to utilize the Works.

8. **Assignment and Sublicense.** This agreement may not be assigned by Licensee, and any attempted assignment will be void. Licensee may sublicense the Works to third parties within the Teen Challenge network, provided that Licensee obtains, in advance, a signed agreement providing any of the Works to such third party, which contains all of the identical rights, limitations, conditions and other provisions herein except the following paragraph nine.

9. **Governing Law.** The provisions hereof shall be interpreted in accordance with the laws of the State of Minnesota without regard to its conflict of laws provisions.

For Licensor:

For Licensee:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Address: _____

Address: _____

City: _____

City: _____

State/Zip: _____

State/Zip: _____

Telephone: _____

Telephone: _____

Date: _____

Date: _____