

Creative Works Unlimited License

INTELLECTUAL PROPERTY OFFICE
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IP code	File number (optional)	PO Number
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Parties to Agreement

This Creative Works Unlimited License (hereinafter, "Agreement") is an agreement between Intellectual Reserve, Inc. ("IRI"), and

Owner or agent ("Owner")	Email
Address	Telephone with area code

The Work Being Licensed

Title of the work	Type of creative work
Creator of the work ("Creator")	License fee to be paid by IRI

Production Requirements

The parties named above agree to produce a creative work in accordance with the following:

Publication or project title	Item number		
Article title	Issue date		
Ordered by	Date ordered	Review schedule	Final deadline

Detailed description of the work

Terms and Conditions

In consideration of the mutual promises and covenants hereinafter contained, and for other good and valuable consideration, Owner and IRI hereby agree:

- The parties agree that Owner does now own and shall continue to own the copyright in the creative work(s) described above (hereinafter referred to as the "Work"), which Work is licensed hereunder, and therefore may freely exploit the Work. However, Owner agrees that Owner's activities shall not interfere with IRI's present and future uses under this Agreement.
- For the full term of protection accorded Owner under applicable law, Owner hereby irrevocably grants to IRI throughout the universe in perpetuity (a) the unlimited right and license to freely and discretionarily use the Work, including, without limitation, the right to produce, reproduce, fix, adapt, prepare derivative works from, distribute, rent, lend, perform, display, broadcast, communicate to the public, and otherwise exploit the Work, either in whole or in part, in any and all media and languages, in unlimited number, and by any and all means now known or hereafter devised; (b) the right to freely alter, crop, edit, modify, or adapt the Work and/or to incorporate the Work into other works and make such other changes therein and such uses and dispositions thereof as IRI in its sole discretion may deem necessary or desirable; and (c) the right to freely sublicense others to do any or all of the foregoing. Upon request and without further compensation, Owner will, at IRI's expense, take all reasonable steps necessary to enable IRI to perfect and record IRI's rights hereunder. Notwithstanding any other provision of this Agreement, IRI shall have no obligation to actually utilize the Work or any part thereof.
- As compensation in full for the rights conveyed to IRI under this Agreement, IRI agrees to pay Owner the one-time license fee specified above. Owner agrees that no further compensation is due Owner under this Agreement.

Project Information

Owner	File number (if assigned)
Title of the work	IP Contract No.

Terms and Conditions—continued

4. To the full extent permitted by law, Owner hereby waives, forever and throughout the universe, any and all so-called “moral rights” now or hereafter recognized with respect to the Work and to each and every part thereof for any and all now known or hereafter existing uses, media, and/or forms, including, without limitation, any and all rights of Owner arising under Section 106A of the U.S. Copyright Act (entitled “Rights of Certain Authors to Attribution and Integrity”). Owner acknowledges and agrees that IRI, as a matter of policy, does not accord credit in connection with its use of creative works. Accordingly, neither Owner nor Creator will receive a credit on or in connection with IRI’s use of the Work.
5. Unless Owner has received IRI’s prior written approval, Owner shall not issue or authorize the publication of any news story or publicity relating to this Agreement or IRI. Neither Owner nor any third party controlled or licensed by or otherwise affiliated with Owner (hereinafter, “Third Party”) shall state or imply any approval, sponsorship, or endorsement by IRI of the Work or of Owner or Owner’s activities, nor shall Owner or any Third Party allow any statement or inference of such approval, sponsorship, or endorsement to continue, whether such approval, sponsorship, or endorsement is stated or implied to derive from IRI or to result from IRI’s use or sublicense of the Work.
6. Owner represents and warrants to IRI that Owner is the true and lawful owner of the rights conveyed to IRI hereunder, that Owner is free to enter into this Agreement, and that Owner’s performance hereunder will not conflict with any other agreement or understanding to which Owner may be a party. Owner further represents and warrants that the Work is clear of any claims or encumbrances and does not infringe on the rights of any third parties. In the event of any claims made by third parties, Owner agrees to defend and indemnify IRI and to hold IRI harmless from any costs, expenses, and/or losses, including reasonable attorney’s fees and costs, incurred as a result of a breach by Owner of any representation or warranty made in this Agreement.
7. Owner hereby acknowledges and agrees that in the event of any breach or alleged breach by IRI of any of its obligations to Owner, Owner shall be limited to Owner’s remedies at law for damages and shall not be entitled to terminate or rescind this Agreement, to seek equitable or injunctive relief, or to enjoin, restrain, or otherwise interfere with the production, marketing, distribution, exhibition, performance, display, reproduction, use, or other exploitation of the Work or any part thereof. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, heirs, assigns, and legal representatives and shall be governed by and construed in accordance with the laws of the State of Utah, excluding conflict-of-law principles. If any dispute arises out of or relates to this Agreement, or if either party believes the other party has breached this Agreement, the parties shall use their best efforts to settle such dispute through correspondence, mutual consultation, and other mediating efforts. If the parties are unable to resolve their dispute in this manner, both parties agree to the jurisdiction of the courts in the State of Utah for purposes of any action instituted pursuant to this Agreement.

This Agreement is not valid until signed by an officer of Intellectual Reserve, Inc.

In Witness Whereof

The parties have affixed their signatures to this Agreement.

Intellectual Reserve, Inc. X	Date
Owner X	Date

For IRI Internal Use Only

Department or organization to be charged (commissioning organization)	Approval of commissioning organization
Account code	X