

Content Submission Agreement (Music)

INTELLECTUAL PROPERTY OFFICE
50 E NORTH TEMPLE, FL 18
SALT LAKE CITY UT 84150-3011
PHONE 801-240-3959

Title of Submission: _____

Name of the person who is submitting the Submission: _____

This Content Submission Agreement (“Agreement”) is to be completed by anyone who has ownership rights in a submission, including by any author, arranger, composer, etc.

The Church of Jesus Christ of Latter-day Saints (the “Church”), has given individuals the opportunity to submit content including writings, photos, artwork, text, video recordings, audio recordings, music (such as sheet music, lyrics, tunes, musical recordings, etc.), and other content in response to requests for such materials from the Church for consideration and use by the Church. You have expressed a desire to voluntarily provide such content, but to do so you must agree to the following terms:

a. You understand and agree that if you submit any writing, photo, artwork, text, video recording, audio recording, music, or any other material (“Submission”), at any time, you grant to Intellectual Reserve, Inc. and its licensees, successors, assigns, and affiliated entities (collectively, “IRI”) the right to publish and use the Submission. Additionally, you hereby grant to IRI a fully-paid, royalty-free, irrevocable, worldwide, non-exclusive, transferable, and unrestricted license to use your Submission throughout the universe in perpetuity, and to reproduce, modify, adapt, edit, publish, translate, create derivative works from, distribute, perform, display, sublicense, to incorporate the Submission (in whole or in part) in other works, and to otherwise use and allow others to use your Submission in any form, media, or technology now known or later developed. You further agree that while IRI is under no obligation to provide you with credit for the Submission, IRI may, at its sole discretion, distribute and otherwise use and allow others to use your name, voice, image, likeness, performance, and other personal information, as provided by you, in connection with the Submission and in accordance with our Privacy Policy (available at <http://lds.org/legal/privacy?lang=eng>) (which is hereby incorporated into this Agreement by reference).

b. You understand that IRI maintains membership and related records containing personal information about you which may include, but is not limited to: your name, age, address, Church membership status, and location of Church membership. IRI uses this information to help administer the use of the Submissions. You further grant IRI permission to collect and process additional limited personal information about you, including, but not limited to, your e-mail address, one or more photographs of you, and other personal information you might choose to provide. This personal information is collected to allow IRI to identify and contact you regarding the Submission and to publish such content. You hereby consent to this collection, use, processing, disclosure, and transfer of your personal information for the purposes described above.

c. You acknowledge that IRI is not obligated to use your Submission in any form. While IRI acknowledges that you shall continue to own all copyright to your Submission, subject to the unrestricted license granted above, you acknowledge and agree that you will not have any right, title, or interest in or to any work, publication, or material that is produced by IRI (or by our sublicensees) and which contains or is based on all or a portion of your Submission. You agree that you have not and will not sell or license any part of your Submission in a way that would impair or restrict IRI from fully using the rights and licenses you have granted herein.

d. You are under no obligation to provide a Submission. Additionally, you will not receive any compensation for any Submission, for the licenses granted above, or for any waiver or any grant of additional rights as outlined herein. You agree that IRI’s review of your Submission for possible use is adequate consideration for the rights, licenses, and releases granted in this Agreement.

e. You warrant that you will not submit any material that is prohibited by law in any applicable jurisdiction or to which you do not have the right to grant the licenses and rights set forth above. You also warrant that you have the right to grant to IRI the rights, licenses, and releases granted above, and that such rights do not conflict with the rights (including, but not limited to, the copyrights, trademarks, patents, trade secrets, privacy rights, contract rights, or any similar rights) of any other person or legal entity or with your obligations thereto.

i. In this regard, if anyone besides yourself made contributions to your Submission (for example, by co-authoring, arranging, composing, etc.) or otherwise has copyright ownership in or other rights to your Submission, then you hereby represent and warrant that you will have each such person sign a printable copy of this Agreement and that you will submit such signed Agreements along with your Submission. Please note that if your Submission includes or is based on material taken from the list of Public Domain Hymns (available at <http://lds.org/bc/content/shared/content/english/pdf/create/public-domain-hymns-hymnbook.pdf?lang=eng>) and/or the list of Public Domain Children’s Songs (available at <http://lds.org/bc/content/shared/content/english/pdf/create/public-domain-songs-childrens-songbook.pdf?lang=eng>) (and not from another’s arrangement of such hymns or songs), then you only need to ensure that people who modified, added to, or otherwise used the public domain materials to contribute to your Submission, sign a copy of this Agreement. In other words, you do not need those people who created/authored the original material that is included in the above-mentioned lists of Public Domain Hymns and Children’s Songs to sign a copy of this Agreement.

Content Submission Agreement (Music) for (title of music Submission) _____

ii. You agree not to submit any Submission containing a picture, video, audio, likeness, mix, performance, or other recoding of any identifiable person or of any identifiable, privately-owned location, without first receiving written consent that allows IRI to use that Submission in accordance with the rights and licenses granted herein. Specifically, you agree that before you upload any Submission containing (1) the name, image, voice, likeness, performance, mix, story, or other recording of an identifiable person or (2) the name, picture, likeness, video recording, audio recording, or other recording of an identifiable, privately-owned location, you will read the standards on create.lds.org, take reasonable measures to follow the instructions set forth therein, and submit a signed copy (email a photo of the signed releases) of any applicable Participant Release form (available at <http://lds.org/bc/content/shared/content/english/pdf/create/participant-release.pdf?lang=eng>) and/or Location Release (available at http://lds.org/bc/content/shared/content/english/pdf/create/release_to_use_location_image.pdf?lang=eng) along with your Submission. For Submissions that include music, you agree that you have read the Call for Music (available at <http://lds.org/service/volunteer-and-contribute/create/music/get-involved?lang=eng>), and that you will have every person who sings, plays a musical instrument, mixes, records, or otherwise participates in the production of your Submission sign the Participant Release form (available at <http://lds.org/bc/content/shared/content/english/pdf/create/participant-release.pdf?lang=eng>), and that you will submit the signed releases with your Submission.

f. In order to submit a Submission to the Church, you must be thirteen years old or older. Furthermore, if you are thirteen, fourteen, fifteen, sixteen, or seventeen years old, you will also need a parent or legal guardian to agree to this Agreement. Accordingly, you warrant that you are eighteen years old or older OR that you are thirteen, fourteen, fifteen, sixteen, or seventeen years old, and that you will have your parent or legal guardian agree to this Agreement.

g. You warrant that you consent to IRI's collection and use of your Submission and personal information; you agree to indemnify IRI for any liabilities associated with later acts by you or others in connection with this Agreement and your Submission; and you acknowledge and agree that you will be bound by all provisions contained in this Agreement. You agree that you shall have no claim of any kind or nature against IRI based on the exercise of any rights, licenses, or releases granted hereunder.

h. The terms of this Agreement shall be governed by the laws of the State of Utah without regard to its conflict of law provisions and you agree that any dispute arising from or related to this Agreement, which we cannot resolve through discussions, shall be settled exclusively in the courts located within the County of Salt Lake, Utah, United States of America. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. You agree that in the event of any dispute regarding this Agreement or your Submission, you will be limited to your remedies at law for damages and will not be entitled to terminate or rescind this Agreement, or to seek equitable or injunctive relief, or to enjoin, restrain, or otherwise interfere with the exercise of the licenses granted herein.

Signature

I have read, understand, and agree to all of the terms and conditions of this Content Submission Agreement.

Full Name		Full Address:
Phone (with area code)	Alternate Number	E-mail Address:
Signature		Date:
Full Name		Full Address:
Phone (with area code)	Alternate Number	E-mail Address:
Signature		Date:
Full Name		Full Address:
Phone (with area code)	Alternate Number	E-mail Address:
Signature		Date:

Additional Signatures

All terms and conditions of this Agreement, including the parent consent (if required), apply to each person (including each person who owns rights in a Submission (“Submission Owner”) and any applicable parent or legal guardian) named below. By signing below, you warrant and represent that you have read this Agreement, understand its contents, and have the legal capacity to execute this Agreement.

Full Name		Full Address:
Phone (with area code)	Alternate Number	E-mail Address:
Signature		Date:
Full Name		Full Address:
Phone (with area code)	Alternate Number	E-mail Address:
Signature		Date:

If you are thirteen, fourteen, fifteen, sixteen, or seventeen, you must also have a parent or legal guardian agree to this Agreement.

Parental/Legal Guardian Consent

I, the undersigned, hereby warrant and represent that I am the parent or legal guardian of the minor child named above (the “Submission Owner”), that I have full authority to execute this Release on behalf of the Submission Owner, that I have read this Release, and that by signing below I have granted this Release on behalf of the Submission Owner. I hereby agree that I, the Submission Owner, and all other parents or legal guardians, if any, will be bound by all releases, consents, and covenants contained in this Release. I further agree to indemnify and defend IRI against any and all liabilities relating to the Submission Owner’s actions in connection with the Submission or IRI’s use of the Submission Owner’s name, image, voice, likeness, performance, or information.

Name of parent or Guardian		Childs Name:
Phone (with area code)	E-mail Address:	Full Address:
Signature		Date:
Name of parent or Guardian		Childs Name:
Phone (with area code)	E-mail Address:	Full Address:
Signature		Date:
Name of parent or Guardian		Childs Name:
Phone (with area code)	E-mail Address:	Full Address:
Signature		Date:
Name of parent or Guardian		Childs Name:
Phone (with area code)	E-mail Address:	Full Address:
Signature X		Date: