



THE 1990 INSTITUTE
NONEXCLUSIVE LICENSE AGREEMENT
New Asian American Voices

Date:

Project/Video Name:

School/Site Name:

Name of Participant: _____ (“Youth Artist”)

Dear Youth Artist:

The 1990 Institute (the “Institute”) appreciates your participation in the New Asian American Voices program and your willingness to grant the Institute permission to use all of your works of authorship (including photographs, videos, audio recordings, writings, music, and all other materials) developed in connection with the program (“Materials”). In order for your submissions to qualify for the program, you will need to have your parent or legal guardian review and return a signed copy of this letter.

By signing this letter (“Agreement”), Youth Artist and the undersigned parent or legal guardian of Youth Artist (“You”) hereby grant the Institute, and anyone authorized by the Institute, a nonexclusive, worldwide, royalty-free, fully paid-up, irrevocable, and perpetual license to use, modify, create derivative works from, reproduce, publicly perform and display, transmit, translate and distribute (through multiple tiers) the Materials, in any medium of expression (including social media) existing now or developed in the future, without further approval by or payment (the “License”). In the event that any of the Materials are not deemed to be licensed to the Institute under this Agreement at the time of their creation, You agree to execute any further documents necessary to license such Materials to the Institute.

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The Institute agrees that it will take reasonable steps to protect the Materials to the same extent it would protect its own materials. You in turn represent to the Institute that, as the sole owner of the Materials, You have full rights to grant the License of the Materials to the Institute.

This Agreement is the entire agreement between You and the Institute with respect to the License. It supersedes any similar prior agreements, and may only be amended in a



writing signed by both You and the Institute. You agree that this Agreement shall be governed by the laws of the State of California, excluding any of its conflict of laws provisions, and You consent to the exclusive jurisdiction and venue in the State and Federal Courts in the City and County of San Francisco, State of California, for resolution of any disputes arising out of, or related to, this License.

If these terms meet with your approval, please sign and return the attached copy of this Agreement indicating your agreement as indicated above within seven (7) days of registering with the program.

Sincerely yours,

The 1990 Institute

I, the undersigned, have read, understand and agree to the above terms and conditions of the License.

Name of Youth Artist (please print): _____

Signature of Parent or Guardian: _____

Relationship to Youth Artist: _____

Address:

Phone:

Date: _____, 20__

Is Youth Artist age 18 or older?

Yes* No

* If the Youth Artist is 18 years or older, the signature of Youth Artist and checking the "Yes" box will constitute certification that Youth Artist is 18 years or older and will suffice without a parent or guardian's signature.