

Densho: The Japanese American Legacy Project Sample Restricted Use Agreement

AGREEMENT between Densho: The Japanese American Legacy Project and the “AAA Historical Group.” This Agreement is entered into this xxth day of Month, 200x by and between Densho: The Japanese American Legacy Project, hereinafter referred to as “Densho,” and the “AAA Historical Group”, hereinafter referred to as “Licensee”, and having an address of 123 Anystreet, Anytown, State 12345.

1. SPECIFIED Materials

Densho hereby grants to Licensee, without any representations or warranties of any kinds, express or implied, a non-transferable license to use the materials described in Schedule A attached hereto (“Materials”).

2. RESTRICTED USE

The materials are restricted to use only in and as part of the following: [project stated here.] The materials will not be used for any other purpose or purposes whatsoever. The licensee agrees to use the images and videos provided without significantly altering them. Altering images or videos beyond standard cropping, resizing or shortening of videos requires permission from Densho. The Licensee will not make any reproductions or duplications of or from the materials whatsoever, in whole or in part, except for the following use: [use of Densho materials in a product stated here] (“Production”).

3. DURATION OF THE AGREEMENT

Usage rights granted by this Agreement shall terminate on Month XX, 200X, unless otherwise revoked under section (4) “REVOCATION”.

4. REVOCATION

Densho reserves the right to revoke this agreement upon 14 days notice, in the event of a claim of breach of contract from third-party licensors, or any other claim requiring that Densho take action to limit its liability.

5. COSTS

Licensee will pay all costs arising in any way by reason of the license granted hereunder including screening, processing, duplication, transfer, and shipping charges in connection with the production of requested materials. No guarantee is made for the work performed by Densho. All work will be done on an available-time basis, and viewing and research access will be afforded on the same basis. No Materials will be provided except in accordance with the policy practices of Densho.

6. ADVERTISING

Licensee shall not use the name of Densho: The Japanese American Legacy Project in connection with the distribution, advertising or publicizing of the aforementioned Production without the prior written consent of Densho, except as described in (9) below, “CREDIT”.

7. WARRANTIES

Licensee represent and warrants that the incorporation of the Materials into the Production shall in no way affect Densho's continued and separate copyright ownership of the materials from which the Materials was taken nor deprive Densho of its copyright ownership.

8. INDEMNIFICATION

Licensee will indemnify, defend and hold Densho and its officers, directors, agents, employees, representatives, associates and affiliates and each and all of them harmless from and against any and all costs, damage, liability and expense, including reasonable fees arising out of any claim whatsoever, whether or not groundless, which may arise directly or indirectly, by reason of the Licensee's use of the Materials. Licensee shall give Densho immediate notice of any legal claims or threats of claims, regarding the licensed materials.

9. CREDIT

Licensee agrees to credit Densho: The Japanese American Legacy Project in the official credits and acknowledgements of the aforementioned Production. Licensee also agrees to cite individual video segments and images using the citation format listed in Schedule A.

10. COPY OF MATERIALS

Licensee agrees to donate to Densho one copy of any product in which the Materials appear.

11. LICENSE FEE

Licensee shall pay Densho \$ xxx for the use of the Materials herein provided in (2) above, "RESTRICTED USE".

12. PAYMENT DUE

Payment is required before permission or materials are delivered. Licensee shall render payment due Densho in the form of a check made payable to: Densho.

13. GOVERNING LAW

This Agreement and all matters or issues material thereto shall be governed by the laws of the State of Washington applicable to contracts performed entirely therein.

14. NOTICES

Any notice hereunder shall be sufficient if in writing and either personally delivered or sent by certified or registered mail, postage prepaid, return receipt signature and addressed as:

if to the Licensee:

"AAA Historical Group."
123 Anystreet,
Anytown, State 12345
Attn: contact person

if to Densho:

Densho
1416 S. Jackson Street
Seattle, WA 98144
Attn: Executive Director

and shall be deemed received either when personally delivered or when mailed pursuant to the foregoing. Either party may change the address herein specified by giving to the other written notice of such change.

15. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties related to the subject matter herein contained, and it cannot be changed or terminated orally.

For: "AAA Historical Group."

By: _____

Title: _____

Print name: _____

Date: _____

For Densho:

By: _____

Date: _____

Tom Ikeda, Executive Director

SCHEDULE A – SPECIFIED MATERIALS

John Kanda Interview - Segment 3

Date: May 12, 2000

Location: Seattle, Washington

Interviewer(s): Ronald Magden

Citation: John Kanda, interview by Ronald Magden, May 12, 2000, Densho

Seichi Hayashida Interview - Segment 16

Date: August 21, 1997

Location: Seattle, Washington

Interviewer(s): Alice Ito, Sheri Nakashima

Citation: Seichi Hayashida, interview by Alice Ito and Sheri Nakashima, August 21, 1997, Densho

Peggie Nishimura Bain Interview - Segment 31

Date: September 15-17, 2004

Location: Seattle, Washington

Interviewer(s): Alice Ito

Citation: Peggie Nishimura Bain, interview by Alice Ito, September 15-17, 2004, Densho

Jim Hirabayashi Interview - Segment 9

Date: October 2, 1992

Location: San Francisco, California

Interviewer(s): Chizu Omori, Emiko Omori

Citation: Jim Hirabayashi, interview by Chizu Omori and Emiko Omori, October 2, 1992, Emiko and Chizuko Omori Collection, Densho