



The **ROYAL COLLEGE** of
OPHTHALMOLOGISTS

Educational Content Release Agreement

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inspire

Educational Content Release Agreement

The Royal College of Ophthalmologists ('RCOphth') would like to thank you for agreeing to your authored content being used as an educational resource within our Online Learning Platform (OLP) Inspire and for promotional purposes. Please complete and sign the following form to give consent for this. You will retain copyright of your authored materials unless you explicitly give permission for free sharing of the material via a Creative Commons license (please indicate below if you would like to do this.)

1. Author / Speaker name(s):
(You can enter more than one name here, max 100 characters) *

Exact title of learning material as submitted on INSPIRE:
[Editors and Instructors should enter the name(s) of the Programme(s) or Course(s) for which they are creating materials]

2. Type of educational content (please tick all that apply) *

- Live event recording
- Podcast
- Video
- Written content
- Other (please specify):

2. Agreement

This agreement confirms the terms on which I have agreed to the use of this educational content ("Content").

1. In consideration of my submission of the Content to the RCOphth INSPIRE Online Learning Platform (OLP) and the agreement of the RCOphth to the terms set out below, I hereby:

1.1. Authorise the RCOphth to:

- 1.1.1. edit the Content,
- 1.1.2. store the Content and make it available for digital streaming/download through the RCOphth learning management system for an indefinite period and
- 1.1.3. use my name and likeness for the purposes of promoting the OLP and its content
- 1.1.4. use the content for promotion of the platform and the college

1.2. Expressly release the RCOphth, its agents, employees, licensees and assigns from and against any and all claims which I have or may have for infringement of intellectual property rights, invasion of privacy, defamation or any other cause of action arising out of the production, distribution, broadcast or exhibition of the recording of the Content.

1.3. Grant to the RCOphth a royalty-free licence for use of the Content within the Online Learning Platform ("Licensed Rights").

2. The RCOphth will include my name on the recording and on all copies of the Content used by the RCOphth in connection with this agreement. Any inadvertent failure by the RCOphth to accord such credit shall not constitute a breach of this agreement by the RCOphth provided that the RCOphth uses its reasonable endeavours to remedy any such failure following notification from me, as soon as reasonably practicable and on a prospective basis only.

3. In entering into this agreement, I confirm the following:

3.1. The Content is my own original work, or, where there are other contributors or I am submitting as a representative of a contributor, I have fully informed written consent of the other contributor(s), or of the contributor I represent, to submit the Content according to the terms of this agreement. I agree to provide copies of any such consents to the RCOphth if requested.

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3.3. The Content does not contain anything that is obscene or defamatory or unlawful in any way and to the best of my knowledge and belief the exploitation by the RCOphth thereof shall not place any person in contempt of court or in breach of any provision of any statute,

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3.7. I am not party to, and the Content is not subject to, any contract or arrangement which would conflict with the Licensed Rights.

3.8. I shall declare any personal or commercial interests I have relating to the content of the learning materials.

3.9. I have full authority to enter into this agreement.

3.10. I hereby indemnify the RCOphth and shall at all times keep the RCOphth indemnified against all actions, proceedings, costs, claims and damages whatsoever incurred by or awarded against the RCOphth in consequence of any breach or non-performance by me of any of my warranties in this Clause 3.

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5. Governing law and jurisdiction

5.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

5.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

3. Name of contributor completing this form: *

4. Please type I AGREE to show your acceptance of the agreement, valid from the date you complete this survey. The materials cannot be uploaded with without completion of this agreement. *

5. Please enter the current date, which will be the date of your consent to this agreement. *

DD/MM/YYYY

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