

## SMPTE CONTENT SUBMISSION AGREEMENT ("Agreement")

This form is intended for original material submitted to the Society of Motion Picture and Television Engineers, Inc. ("SMPTE") for the purposes of *Journal* article, conference or Section meeting paper/presentation, webcast presentation, or other such submission. This Agreement must accompany any such material in order to be published by SMPTE. Please read the form carefully and keep a copy for your files.

| TITLE OF PAPER/ARTICLE/REPORT/PRESENTATION/SPEECH ("the Work"):   |
|---|
| COMPLETE LIST OF AUTHORS/PRESENTERS ("the Author(s)"):  |
| SMPTE PUBLICATION SERVICE (ex: <i>Journal</i> , Conference, Section Meeting, Webcast, Seminar, Website) ( "the Service"): |
|   |

## **Copyright Assignment**

For good and valuable consideration, the receipt and sufficiency of which the undersigned acknowledge, the undersigned hereby irrevocably assigns, conveys and transfers to SMPTE all rights under copyright that may exist in and to the Work, and any revised or expanded derivative works submitted to SMPTE by the undersigned based on the Work. The undersigned acknowledges and agrees that SMPTE will have the right to use and exploit the Work and create derivative works therefrom without any royalties or other payment to the undersigned or any third party. The undersigned hereby represents and warrants that (a) the Work is original and has not been previously published or submitted for publication to another entity; (b) the Author(s) identified above are the sole author(s) of the Work; (c) the undersigned exclusively owns and controls all rights (including the copyright) to the Work either as the sole Author or employer of the Author(s) who created the Work as work made for hire for the undersigned ("Employer"). To the extent the Work incorporates text passages, figures, data, video or other material from the works of others, the undersigned represents and warrants that the undersigned has obtained all necessary consents, permissions and rights from the applicable third parties in connection with SMPTE's use of the Work on the Service, and that SMPTE will not need to obtain any additional third-party consents or make any payments to third parties in connection with such use.

For any presentation delivered by the Author, as individual speaker or panelist, during the Service, including question and answer sessions, the Author hereby grants to SMPTE the exclusive rights to make audio and visual recordings of the event. The Author acknowledges that SMPTE may reproduce the Work in the following, but not limited to, manner:

- (a) To produce transcripts from said recordings;
- (b) To deliver said recording as live streaming via the internet and/or other broadcast
- (c) To produce said recording for posting on social media, media hosting websites, as well as SMPTE-owned or SMPTE-managed websites;
- (d) To prepare derivative works based on the Work;
- (e) To distribute copies of the Work to the public by sale, rental, lease, or lending.

## **Author Responsibilities**

SMPTE distributes its technical publications throughout the world and wants to ensure that the material submitted to its publications is properly available to the readership of those publications. Authors must ensure that their Work meets the requirements of the respective SMPTE publication service. Authors are advised that it is the responsibility of the Authors, not SMPTE, to determine whether disclosure of their material requires the prior consent of other parties and if so, to obtain it.

Authors are also advised that it shall be acknowledged that statements and opinions given in the Work published by SMPTE are the expression of the Authors. Responsibility for the content of published papers rests upon the Authors and/or Employer, not SMPTE.

## **General Terms**

|       | The undersigned represents that he/she has the full power and authority to make and execute this Agreement and grant the rights provided herein.   |  |  |  |  |  |
|-------|--|--|--|--|--|--|
|       | The undersigned agrees to indemnify and hold harmless SMPTE and its subsidiaries, partners, officers, governors, directors, agents, and employees (collectively, "indemnitees"), from and against all costs, expenses, and losses (including reasonable outside attorney fees and costs) that may be incurred by the indemnitees as the result of any third-party claim, suit or proceeding made or brought against the indemnitees arising out of a breach of any of the representations or warranties set forth above.  In the event the Work is not accepted and published by SMPTE or is withdrawn by the Author(s) before acceptance by the SMPTE, the copyright transfer set forth above shall become null and void and all materials embodying the Work submitted to SMPTE will be destroyed.  If the Work was jointly created by multiple Authors, all joint Authors must sign this Agreement, or one of the authors should sign as authorized agent for the others. |  |  |  |  |  |
|       |  |  |  |  |  |  |
|       |  |  |  |  |  |  |
|       |  |  |  |  |  |  |
|       |  |  |  |  |  |  |
|       | This Assignment shall be governed by the laws of the state of New York, United States of America without regard to its conflict of laws principles.  |  |  |  |  |  |
|       |  | Retained Rights / Terms and Conditions   |  |  |  |  |
|       | 1.   | Author(s)/Employer may reproduce or authorize others to reproduce the Work, material extracted verbatim from the Work, or derivative works for the Author(s)' personal use or for company use, provided that the source and the SMPTE copyright notice are indicated (including a link to the digital version located on the SMPTE website and/or digital library, where applicable), the copies are not used in any way that implies SMPTE's endorsement of any product or service, and the copies themselves are not offered for sale or otherwise distributed for commercial purpose. |  |  |  |  |
|       | 2.   | Author(s)/Employer may make limited non-commercial distribution of all or portions of the Work prior to publication if they inform SMPTE in advance of the nature and extent of such limited distribution and obtains SMPTE's written approval.  |  |  |  |  |
|       | 3. In the case of a Work performed under a U.S. Government contract or grant, the SMPTE recognizes that the U.S. Government has royalty-free permission to reproduce all or portions of the Work and to authorize others to do so, for official U.S. Government purposes only, if the contract/grant so requires.  |  |  |  |  |  |
|       | 4. For all uses not covered by items 1, 2, and 3, Author(s)/Employers must request permission from SMPTE to reproduce or authorize the reproduction of the Work or material extracted verbatim from the Work, including figures and tables.  |  |  |  |  |  |
|       | 5. Author(s)/Employer are expressly prohibited from granting third-party requests for reprinting, republishing, or other types of re-use of the Work. SMPTE Home Office must handle all such third-party requests.   |  |  |  |  |  |
| Tob   | oe sig   | gned by each Author (including speaker), or in the case of a "work made for hire" for Employer, by Employer.   |  |  |  |  |
| Nan   | Name (Print) Citizenship of Author   |  |  |  |  |  |
| Insti | itutio   | on or Company  |  |  |  |  |
| Add   | lress  |  |  |  |  |  |
| City  | ,  | State/Country Zip/Postal Code  |  |  |  |  |

| Phone                       |                                   | Fax           |  |
|-----------------------------|-----------------------------------|---------------|--|
| E-Mail                      |                                   |               |  |
| Signature                   |                                   |               | Date   |
| Name (Print)                |                                   |               | Citizenship of Author  |
| Institution or Company      |                                   |               |  |
| Address                     |                                   |               |  |
| City                        | State/Country                     |               | Zip/Postal Code  |
| Phone                       |                                   | Fax           |  |
| E-Mail                      |                                   |               |  |
|                             |                                   |               | prepared the submitted content as part of<br>the authors/speakers is not in this category, |
| If all the authors/speakers | are in this category, check the b | ox and return | this form unsigned.  |