

LICENSE AGREEMENT FOR NEW YORK PUBLIC RADIO MATERIAL

This License Agreement (the "Agreement") is entered into as of 5/8/2017, by and between Sir Iain Chalmers, located at Oxford, United Kingdom ("Licensee"), and New York Public Radio, a New York not-for-profit corporation located at 160 Varick Street, New York, NY, 10013, United States ("NYPR").

NYPR is the owner of an interview recording on the history of treatment evaluations (the "Licensed Content"). Licensee desires to use the Licensed Content in non-commercial educational materials (the "Work").

In consideration of the premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. License. NYPR hereby grants to Licensee a one-time, non-exclusive license, to:
 - (a) use the Licensed Content in the Work;
 - (b) for the following term: perpetual;
 - (c) in the following territory: worldwide;
 - (d) with the following use restrictions: no restrictions;
 - (e) in the following media: all media; and
 - (f) permit others to cause the performance, telecast, broadcast, transmission, exhibition, or distribution of the Work embodying or including the Licensed Content to the same extent otherwise permitted to Licensee in this Section 1.

2. Rights Not Included. Licensee may not use any Licensed Content in (or in connection with) any program, production, promotion, product, service or other application other than the Work. Except as expressly set forth in this License Agreement, nothing contained herein shall be deemed to convey or transfer to Licensee any interest, including copyright, in any Licensed Content hereunder. This license does not include the right to alter the fundamental character of the subject matter contained in the Licensed Content or to use the title of Licensed Content as the title of the Work. Unless otherwise specifically noted in this Agreement, Licensee does not have the right to use the Licensed Content in any promotions, advertising, trailers, and marketing or similar campaigns. All rights not expressly granted by NYPR to Licensee pursuant to this License Agreement are

specifically reserved by NYPR.

3. Credits. If the Licensed Content is used in the Work, Licensee will include a credit on the website, in substantially the following form: “recorded with WNYC and Dubner Productions”
4. Permissions and Restrictions. NYPR consents to Licensee’s use of NYPR owned or controlled names (including service marks and trademarks) and logos (the “Marks”) as incorporated in the Licensed Content to the extent otherwise permitted herein. Licensee agrees that it will not knowingly harm, misuse, or bring into disrepute the Marks and will assist NYPR as it may reasonably request in preserving the integrity and dignity of the Marks. Licensee agrees that any use of edited versions of the Licensed Content will not depict NYPR (including its employees, agents, and contractors) in any way that may negatively reflect on its reputation, integrity, or dignity.

Acknowledged and agreed by the parties hereto:

SIR IAIN CHALMERS

By: 

Name: Sir Iain Chalmers

Title: Editor, James Lind Library

NEW YORK PUBLIC RADIO

By: _____

Name: Shelley Lewis

Title: Executive Producer