



Participant Agreement

For use with the following media: Presentations (live and recorded), interviews (audio and video), recorded conversations (audio and video), Q&A sessions (live and recorded), podcasts (each a “Program”).

This Participant Agreement between _____ (“you”) and the College Art Association (“CAA”) sets forth the terms and conditions in connection with your participation in the following Program: Annual Conference 2021 on the following dates: February 5- March 15, 2021 (the “Annual Conference”). Your contribution to the Program, in whatever form it takes (including pre-recorded content), is your “Contribution.” You agree to participate in the Annual Conference subject to the terms and conditions of this Participant Agreement.

1. You agree to comply with all Program-related deadlines provided to you by CAA for the Program, including but not limited to deadlines for the Contribution and related technology requests. You agree to notify CAA immediately in the event that you are unable to meet your obligations associated with the Program.
2. You agree to not engage in any type of promotional marketing or selling of any product or service as part of your Contribution to the Program.
3. You understand and agree that CAA may record the Program using photographs, video, audio, digital technology or any other means (each, a “Recording”) and that any Recording may include your likeness, name, voice or other biographical information as well as your Contribution. You understand and agree that CAA owns all right, title and interest in the Program and all Recordings of the Program. Except for the limited license you grant to CAA in Paragraph 4, you retain all rights in your Contribution and are not prohibited from using your Contribution in any way or from allowing others to use it.
4. You hereby grant CAA a royalty-free release to use your likeness, name, voice or other biographical information solely for use in the Program and any Recording of the Program as described in the next sentence. You hereby grant CAA a non-exclusive royalty-free right and license to (a) reproduce, display, perform, distribute and publish the Contribution as part of the Program and any Recording of the Program for and to registrants of the Annual Conference during the Annual Conference dates and, thereafter, until March 31, 2021, and (b) archive any Recording of the Program until March 31, 2022, access to which will be solely by CAA staff and officers, and no other person, solely for purposes of CAA’s internal assessment and evaluation.
5. You represent and warrant that (a) you own the rights to your Contribution and you are authorized to grant the rights set forth in paragraph 4; (b) your Contribution is original; (c) your Contribution does not defame any person or unlawfully invade their privacy or other rights; and (d) that the reproduction, display, performance, distribution and publication of your Contribution as part

of the Program or any Recording of the Program will not infringe upon or misappropriate the proprietary or other rights of any third party.

6. In connection with your Contribution, you should determine whether it is necessary to obtain permissions from all third parties who own rights in any photographs, illustrations, drawings, text or any other material (“third-party work”) included in your Contribution. In making that determination, you should refer to the *Code of Best Practices in Fair Use for the Visual Arts*, available at www.collegeart.org/fair-use. For each third-party work, you should determine, in accordance with the Code, whether the use thereof in your Contribution is a fair use under U.S. copyright law. If you determine that such use is a fair use, obtaining a permission is not necessary. In such case, you need not obtain any such permission from the third party who owns the U.S. copyright rights in the third-party work and, further, your representation (in Paragraph 5(d)) that the reproduction, publication or distribution of the Contribution will not infringe upon the proprietary rights of any third party will exclude copyright rights. If, however, there are proprietary or private rights in the third-party work other than copyright, or if you determine that your use is not a fair use under U.S. copyright law, you represent and warrant that you have obtained all necessary permissions to include any such third-party work in your Contribution and you agree that, upon CAA’s reasonable request, you will supply proof to CAA of all such permissions in writing either before or after your participation in the Program.

7. Each of CAA and you agree unconditionally to release, and to indemnify and hold harmless, the other and your and its agents, representatives and assignees from and against any and all liability, claims and costs, including losses, expenses and reasonable attorney’s fees and expenses, that you incur or it incurs as a result of any breach by CAA and you of any of the foregoing representations and warranties.

8. This Participant Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made entirely within the state and without giving effect to any conflicts of laws principles. This Participant Agreement contains the complete agreement and understanding between CAA and you and supersedes all prior or contemporaneous discussions or agreements between CAA and you regarding the Contribution and your participation in the Program. It may not be modified either orally or in writing by any employee of CAA. CAA and you consent to the exercise of jurisdiction by and to venue in any state court of the State of New York in the County of New York and in the United States District Court for the Southern District of New York with respect to the adjudication of any disputes arising under this Participant Agreement.

Accepted and agreed to:

Signature of Participant

Date