



## **PD.Education Digital Content License Agreement**

**The purpose of this agreement is to allow complete access to, and use of, 450 hours of graduate academic and professional development video and written content developed for Masters and Doctoral students by pd.education by DoctoralNet Ltd. Students, administrators, faculty and specialists at the university listed below will be able to distribute, watch, and use any of the materials in any way deemed appropriate by the university for educational purposes, this includes downloading, editing, uploading to university sites, etc.**

**This agreement does not allow universities who have purchased these digital rights to distribute them to other institutions, groups etc without prior approval and permission from DoctoralNet Ltd. Nor are copyrights included with the agreement for use.**

**THIS DIGITAL CONTENT LICENCE (the 'Agreement') dated the day the contract is executed (page 5)**

**BETWEEN:**

PD.Education by DoctoralNet Ltd of 8 Castlepark, Kinsale, Co Cork,  
Ireland, P17 KX 76 (the 'Seller')

OF THE FIRST PART

- AND -

University Name

(the 'Buyer')

OF THE SECOND PART

(Individually the 'Party' and collectively the 'Parties')

**IN CONSIDERATION OF** the Seller providing the Digital Content License to the Buyer and the Buyer paying the Seller the Purchase Price, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

## **Purpose of Agreement**

As above with the restrictions above as well.

### **Digital Content License**

1. The Seller owns and is providing to the Buyer the digital content described below, and as demonstrated in the attached exhibit(s) (Library of Professional Development Resources, and PD Resources for Masters Students): PDFs with clickable links to PD videos and downloads. Students access this content through their google signons.

### **License**

2. The Digital Content is the property of the Seller and is copyrighted by law. This agreement allows for rights of use only.
3. The Seller will provide the Digital Content to the Buyer within one week of payment for the executed contract. These rights continue after this time without further contract or payment.

### **Permitted Use**

4. The Buyer is purchasing rights of use and duplication for educational purposes of the Digital Content in accordance with this Agreement.
5. The Buyer may share the Digital Content to its social media platforms whether altered or unaltered with or without a direct link to the Seller's website or credit to the Seller.

### **Restrictions on Use**

6. The Buyer shall not resell, sub-license or redistribute the Digital Content to others.
7. The Buyer shall not use the Digital Content in a commercial manner to earn money, for marketing or advertising purposes, or in a trademark.
8. The Buyer shall not use the Digital Content in an obscene, defamatory or immoral way.
9. The Buyer shall not use, and shall not allow to be used, the Digital Content for any purposes prohibited by the laws of Ireland, Canada or the United States.
10. The Buyer shall distribute the Digital Content to other institutions and shall not use the Digital Content in a way that allows others to download or redistribute the Digital Content except in accordance with this Agreement through university websites and for student or faculty use.

### **Price and Payment**

11. The Buyer will pay €4500.00 (the 'Purchase Price' for previous customers who helped the company produce the content), for the Permitted Use of the Digital Content, paid by internet money transfer to the Irish bank as per invoice.

### **Warranties**

12. The Seller warrants that the Seller is entitled to grant the use of the Digital Content described in this Agreement, and that this Agreement does not infringe the rights of third parties.

### **Liability & Indemnity**

13. The Seller will not be liable for any third-party claims, losses, damages, liabilities, penalties, punitive damages, expenses, legal fees or costs of any kind or amount whatsoever resulting from the Buyer's use of the Digital Content.
14. The Buyer agrees to defend, indemnify and hold harmless the Seller and its officers, employees, agents and suppliers against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever resulting from or arising out of the unauthorized use of the Digital Content by the Buyer, or its officers, employees, agents or suppliers, or the Buyer's breach of this Agreement.

### **Expiry or Termination**

15. This Agreement will continue and full use of rights of use for the Digital Content will not expire once the agreement is paid in full.

### **Intellectual Property Rights**

16. The Seller retains all intellectual property rights in the Digital Content.

### **Governing Law**

17. This Agreement will be governed by and construed in accordance with the laws of the buyer without regard to the jurisdiction in which any action may be instituted. The seller agrees to submit to the jurisdiction of the courts of the university.

### **Assignment**

18. The Buyer may not assign or transfer the Agreement or any rights granted within without the prior written consent of the Seller, and any attempted assignment or delegation without such consent will be void.

### **Agreement of Parties**

19. The provisions contained in this Agreement cannot be changed except by the signed and delivered written consent of both Parties.
20. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
21. All monetary amounts in this Agreement refer to the euro (EUR), and all payments required to be paid under this Agreement will be paid in the currency of the buyer but equivalent to

the price in EUR at the time of transference of the funds.

The Parties will consider this license executed upon receipt of payment to DoctoralNet Ltd.

**Attachments**

- 1. List of PD Resources and Subtitles**
- 2. PD Resources for Masters Students**

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Emily Alana James (Seller)

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University Graduate School (Buyer)

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Date of Contract Execution