CAPITAL CITY RECORDS
LICENSE AGREEMENT

This License Agreement (“Agreement”) is made effective on the ____ day of _____________, 201___ (the “Effective Date”).

BETWEEN:

_______________________

(“Licensor”)

and

EDMONTON PUBLIC LIBRARY

(“EPL”)

(Collectively the “Parties”)

WHEREAS:

A. EPL owns and operates a web-based content sharing service known as CAPITAL CITY RECORDS located at www.capitalcityrecords.ca (the “Service”);

B. EPL encourages artists in Edmonton to contribute audio, video, image and textual content (each contribution, a “Work”) to the Service by licensing use of same to EPL. EPL shall develop and promote the Service to celebrate Edmonton’s local music scene and history.

C. The Service shall be operated on a not-for-profit basis;

D. The Licensor shall license each Work to EPL on such terms and conditions as selected by the Licensor, whether as stated within this Agreement or pursuant to Creative Commons Attribution 4.0 International Public License Agreement.

NOW THEREFORE for valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. License Grant

Licensor hereby grants to EPL a license to use the Work(s) (collectively, the “License”) as follows:

(a) a non-exclusive, non-transferable, and limited license to use the Work(s) for the Licensed Purposes on the terms and conditions of this Agreement (the “EPL License”); or

(b) pursuant to the Creative Commons Attribution 4.0 International Public License to use the Work(s) for the Licensed Purposes, the terms of which are found atcreativecommons.org/licenses/by/4.0/legalcode and on certain terms and conditions of this Agreement (the “CC 4.0 License”).

The Works(s) are listed in Schedule A attached to this Agreement, “WORK(S)”.
2. **Licensed Purposes**

The Licensee hereby acknowledges and agrees that the Licensed Purposes are as follows:

(a) transmission and upload of Work(s) to the Service;

(b) storage of Work(s) on the Service;

(c) download of Work(s) from the Service by end users;

(d) streaming of Work(s) from the Service by end users;

(e) integration of Work(s) within applications, tools and other functionality featured by the Service;

(f) promotion of the Service through multiple forms of media, without limitation, and

(g) such other purposes as EPL may determine, acting reasonably.

3. **Term**

The Licensee hereby acknowledges and agrees that the Term of the License is determined by EPL as follows:

(a) where the Work(s) are accepted by EPL, in its sole discretion, into the Contemporary Music Collection, the Term of the License is a minimum of two (2) years from the Effective Date.

(b) where the Work(s) are accepted by EPL, in its sole discretion, into the Local Music Archive Collection, the Term of the License is from the Effective Date to the date when this Agreement is terminated in accordance with its provisions.

(c) For the purposes of clarity, where the Work(s) are accepted by EPL in accordance with 3(a), above, the Licensor shall not seek to terminate the License prior to two (2) years from the Effective Date. Upon the expiry of the two (2) year License, the Licensor may terminate this Agreement in accordance with its provisions.

4. **Continuing Rights of Licensor**

EPL hereby acknowledges and agrees that Work(s) and all rights arising therefrom are the property of the Licensor and shall remain the property of the Licensor without limitation. No interest whatsoever in or to Work(s) shall vest in or accrue to EPL by virtue of this Agreement.

5. **Continuing Obligations of EPL**

EPL shall not, in any manner or at any time, without the express prior written consent of the Licensor:

(a) sell, rent, assign, or otherwise transfer Work(s);
(b) use Work(s) otherwise than as permitted by this Agreement.

6. Royalties

The Parties acknowledge and agree that the License, as applicable, shall be granted to EPL in accordance with the following schedule of royalties, without exception or negotiation:

(a) where the Work(s) are accepted by EPL, in its sole discretion, into the Contemporary Music Collection, EPL shall remit to the Licensor a one-time payment of royalties in the applicable amount, according to a schedule determined by EPL at the time of signing:

(b) for the purposes of clarity, where the Work(s) are accepted by EPL, in its sole discretion, into the Local Music Archive Collection EPL shall not pay royalties or make other payments to the Licensor.

7. Termination

This Agreement may be terminated by EPL at any time and for any reason without limitation by giving written notice to the Licensor. The date of termination shall be deemed to be the fifteenth (15th) day following the date on which the notice was sent by electronic means.

This Agreement may be terminated by the Licensor by giving written notice to EPL at localmusic@epl.ca. The date of termination shall be deemed to be the fifteenth (15th) day following the date on which the notice was sent by electronic means.

Regardless of whether EPL or the Licensor terminates this Agreement, EPL shall remove from the Service Work(s) covered by this Agreement no later than the fifteenth (15th) day following the date on which the termination notice was sent by electronic means to either Party.

EPL Disclaimer

EPL disclaims any and all liability or other responsibility whatsoever for the actions or omissions of the Licensor and for use of Work(s) by end users. EPL provides the Service without guarantee, condition or warranty whatsoever. EPL hereby disclaims any and all liability for direct, indirect or consequential loss or damage incurred by the Licensor in connection with the Service without limitation.

8. Licensor Representations and Warranties

This Licensor hereby represents and warrants to EPL that it has all of the necessary rights and permissions to license Work(s) to EPL pursuant to this Agreement and that it acknowledges that EPL is relying on such representations and warranties. The Licensor acknowledges and agrees that it is responsible for securing any and all third party permissions and/or licenses in order to license Work(s) in accordance with this Agreement. The Licensor hereby indemnifies and holds EPL harmless for any and all third party claims, damages, awards, costs and other penalties arising from or related to any action involving Work(s).

9. Entire Agreement
This Agreement constitutes the entire agreement between the Parties concerning Work(s). This Agreement cannot be amended or modified other than by a change made in writing and executed by the Parties.

10. **Governing Law**

This License Agreement will be interpreted under the laws of the Province of Alberta.

11. **Dispute Resolution**

The exclusive forum for the adjudication of disputes between the Parties shall be the Province of Alberta. Disputes between the Parties shall be resolved under arbitration in accordance with the Alberta’s *Arbitration Act*, as amended. The Arbitration will take place at Edmonton in the English language. The costs of the arbitration will be paid equally by the Parties. The decision of the arbitrator will be binding on the Parties and may be entered in any court having jurisdiction to do so.

12. **Severability**

In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the remaining portions of the Agreement shall survive unaffected.

13. **Waiver**

The waiver by any Party of a breach of this Agreement does not constitute a waiver of other breaches or rights under this Agreement.

14. **General Provisions**

(a) This Agreement does not establish a joint venture or partnership between the Licensor and EPL.

(b) Each Party shall execute such further documents deemed necessary by EPL in order to give full effect to this Agreement.

(c) This Agreement shall enure to the benefit of and be binding upon the respective heirs, successors and permitted assigns, if any, of the Parties, provided that this provision shall not be construed to permit any assignment which would be unauthorized or void pursuant to any other provision.

(d) This Agreement and all communications and documents relating thereto shall be expressed in the English language. Les parties ont requis que la présente entente ainsi que toutes communications ou tous documents y afférents soient faits en anglais.

(e) This Agreement may be executed by counterpart and by any means of electronic or facsimile transmission.

**SCHEDULE “A”**
WORK(S)