

**STREAMING ADDENDUM**

**PERFORMANCE AGREEMENT**

**THIS STREAMING ADDENDUM (**this **“Addendum”)** to the **STANDARD PERFORMANCE AGREEMENT** (the “**Agreement**”) between Regents of the University of Minnesota, a Minnesota constitutional corporation, acting through its Northrop (“**University**”), and       (“**Artist**”).

**1. Performance Recording.**

1.1Artist, for itself and its agents, employees and contractors, hereby grants University the right to record and create an audio and video reproduction of the Event (the “**Recording**”). University shall retain full and unconditional control over the recording and creation of the Recording while working in close consultation with Artist. Artist shall and shall cause its agents, employees and contractors to cooperate with University in recording and creating the Recording.

1.2 University shall hold all right, title and interest in the Recording, including all domestic and foreign copyrights.

1.3 Upon Artist’s written request, University shall deliver to Artist a copy of the Recording in a mutually agreed upon format.

University will grant to Artist a limited, non-exclusive, royalty-free right and license to, reproduce, distribute, make a derivative work based on, publicly display or publicly perform all or a part of the Recording to promote Artist and its employees, agents and contractors and for non-commercial educational activities.

In accepting the copy of the Recording, Artist agrees to the following restrictions:

(a) not to reproduce, distribute, make a derivative work based on, publicly display or publicly perform all or a part of the Recording for a commercial purpose;

(b) not to assign or sublicense the right and license granted in subsection 1.3; and

(c) not make or deliver a copy of all of any portion of the Recording to another person for any use other than to promote Artist and its employees, agents and contractors and for non-commercial educational activities.

1.4 University will provide:

(a) streaming services via a University enterprise streaming platform with password restrictions. Platform will use primary and backup streams in an effort to avoid technical failure of the stream;

(b) production support to include broadcast-quality, multi-camera performance video stream, filmed/produced/directed by a University vendor in consultation with Artist, camera placement determined by mutual agreement to minimize audience distraction, and high-quality press feed (including program and audience sound) from the audio desk for web delivery, with a professional audio engineer on staff delivering audio independent of cameras;

(c) additional fee support to Artist in the amount of $      to contribute to additional artist-incurred fees for copyright and labor requirements due to recording and streaming as outlined in this Addendum; and

(d) live or remote closed captioning of the stream of the Recording for accessibility purposes, according to script provided by Artist at least one week prior to the Event.

**2. Streaming Rights.**

2.1 Subject to the restrictions in Section 2.2, Artist hereby grants to University fully paid-up, irrevocable, royalty-free, world-wide right and license to reproduce, distribute, publicly display and publicly perform the Recording in any format now or later created. University may sublicense or assign one or more of the rights granted in this Section 2. University may exercise the right and license granted in this subsection by whatever means and on whatever platform it selects in its sole discretion.

2.2 Under the right and license granted in Section 2.1, University may stream or cause a person to stream on its behalf a copy of the Recording for commercial purpose only on the dates of performance as described in the Agreement. University will make the Recording available commercially with password protection for individual and classroom use but not for re-broadcast at other venues. With Artist’s reasonable approval, University may use and permit others to use the Recording for Northrop and University archives, general Northrop and University promotion in the future, for social media following the Event, and for other non-commercial activities.

2.3 University may restrict an individual’s right and ability to view the Recording for their personal, non-commercial use on terms and conditions imposed by University in its sole discretion.

**3. Representations, Warranties, Indemnification and Liability Disclaimer.**

3.1 Artist represents and warrants that (i) the rights and licenses granted to University in this Addendum are valid and subsisting, (ii) Artist has the authority to grant the rights and licenses granted to University in this Addendum, and (iii) no third party has or will have a valid claim of copyright infringement arising out of University’s exercising one or more of the rights and licenses granted by Artist in this Addendum.

3.2 Artist agrees to release, indemnify, defend and hold harmless University and its Regents, faculty members, students, employees, agents and contractors from all loss, cost and damage, including reasonable attorneys’ fees, arising out of a breach of a representation and warranty in Section 3.1.

3.3 University shall use reasonable efforts to prevent unauthorized recordings, distributions or other uses of the Recording. University shall not be liable for any damages arising from an unauthorized recording, distribution, or other use of the Recording, including all compensatory, reliance, expectancy and incidental damages.

**4. Conformance.**

4.1 This Addendum is incorporated in and forms a part of the Agreement. Except as expressly provided in this Addendum, no provision of this Addendum revokes or amends a provision of the Agreement.

4.2 A defined term used in this Addendum shall have the meaning ascribed to it in the Agreement unless the term is specifically defined in this Addendum.

**THIS ADDENDUM PREVAILS IN THE EVENT OF A CONFLICT WITH ARTIST’S CONTRACT OR ARTIST’S RIDER. TO THE EXTENT THAT ANY OF THE TERMS AND CONDITIONS CONTAINED IN ARTIST’S CONTRACT OR ANY OTHER ADDENDUM OR RIDERS PROVIDED BY ARTIST, OR HIS/HER AGENT, CONTRADICT ANY OF THE TERMS OF THIS ADDENDUM, OR IMPOSE ADDITIONAL OBLIGATIONS UPON UNIVERSITY, UNIVERSITY EXPRESSLY REJECTS SUCH CONTRADICTORY OR ADDITIONAL TERMS AND ARTIST AGREES BY ANY PERFORMANCE OR OTHER ACCEPTANCE OF THE AGREEMENT THAT THE TERMS CONTAINED IN THIS ADDENDUM SHALL CONTROL.**

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| **Regents of the University of Minnesota**  By:  Name: Kari Schloner  Title: Executive Director of Northrop  Date: | **Artist**  By:  Name:  Title:  Date: |