

OUTSTANDING ORIGINAL SONG AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby irrevocably grant to the Trustees of Emerson College on behalf of *The **EVVY** Awards*, their employees, agents, licensees, and successors (collectively, “*The **EVVY** Awards*”) the perpetual, worldwide, royalty-free, non-exclusive right to reproduce, distribute, publicly perform or otherwise use, in any and all media whether now known or hereafter devised (including, without limitation, Internet, electronic and on-line use), my original song entitled:

in connection with *The **EVVY** Awards* (including *The 27th Annual **EVVY** Awards* and future **EVVY Awards** shows) and to authorize others to do so. Without limiting the foregoing, *The **EVVY** Awards* may use or authorize others to use the composition in connection with live **EVVY Awards** presentations; broadcast and re-broadcast of *The **EVVY** Awards* presentations over the Internet, cable, closed-circuit or commercial television; distribution or sale of *The **EVVY** Awards* on DVD or other media; promotion or publicity for *The **EVVY** Awards*; or in connection with Emerson College’s non-profit educational mission. Proceeds from any sale of *The **EVVY** Awards* that includes the composition will be used to support *The **EVVY** Awards* and Emerson’s non-profit educational purposes. Without limiting the foregoing, I grant *The **EVVY** Awards* all rights and licenses necessary for its use of the composition, including, without limitation, synchronization and videogram licenses.

I confirm that: (i) I am the sole author of the composition and have the right to grant the rights hereunder; (ii) the rights I have granted herein will not conflict with any commitment or understanding I have with any other person or entity; (iii) the original song contains no materials that violate or infringe the rights (including, without limitation, copyright) of any individual, group, corporation or other entity; and (iv) *The **EVVY** Awards* has no financial commitment or obligations to me now or in the future related to this Agreement. I expressly release and indemnify *The **EVVY** Awards* from and against any and all claims known and unknown arising out of or in any way connected with the above granted uses and representations.

This Agreement, which has been signed as a contract under seal as of the date stated below, will be governed by and construed under the laws of the Commonwealth of Massachusetts (excluding the conflict of laws rules thereof).

I hereby certify and represent that I have read this Outstanding Original Song Agreement and fully understand the meaning and effect thereof and, intending to be legally bound, I have signed below.

Signature: _____

Name (printed): _____

Address: _____