

## Recording Agreement

**Participant:** .....

.....  
(Name and Address)

### Background:

The University of Southampton (the "University") will be inviting film, camera and/or sound crew to record the Portus Field School (the "Event"). The University and/or these third parties will be recording the Event, those taking part and may wish to conduct interviews with you. The University and/or these third parties would like to be able to use the whole or part of the recordings made ("the Production") for general marketing and publicity purposes, which includes but is not limited to creating a podcast or webcast, film, using or streaming the Production, sending extracts to broadcasters, national press, television, radio and other media.

The recording will take place at the University of Southampton, the site of Portus, Italy and elsewhere in Italy. The recording will commence 20 May 2013 and will last until 20 September 2013. You may be asked to provide interviews or comments after the Event and this Agreement will cover these activities also. If you are happy to go ahead with the recording, please read and sign the agreement. This agreement gives the University permission to interview and record you (including authorising third parties to do so) and also transfers property rights you may have in the Production (e.g. copyright or performance rights) to the University so that it can decide if and how it wants to use the recording e.g. printing out photos from a film or using extracts only.

### Terms of Agreement

1. For the good and valuable consideration of taking part in the Event, I, the undersigned, confirm that I am happy to take part in the Production and to grant the rights set out in this Agreement to the University, free from any charges.
2. I grant the University and third parties authorised by the University, the right to:-
  - 2.1 **take** photographs and/or make recordings of me; and
  - 2.2 **use** the photographs and/or recordings made which includes using my image, likeness, voice and biographical material;
  - 2.3 **publish**, broadcast, show, distribute or otherwise communicate the photographs and/or recordings made; and
  - 2.4 **make multiple copies** of, adapt, add to, translate, edit, extract or edit the photographs, recordings & publications made under Clause 2.1 to 2.3;  
for **any purpose**, making use of different forms of technology without any restrictions and without the need for my further consent.
3. I waive any ownership and related rights I may have in the Production and grant to the University, to the fullest extent permissible, all rights including without limitation copyright and performers' property rights I have in the whole or part of the Production to the University and all consents necessary to enable the University to make the fullest use of the Production worldwide in perpetuity in any and all media, whether now known or hereafter developed or discovered, without payment, or acknowledgement by the University.
4. I warrant and undertake that I am fully entitled to grant all rights I have in the Production to the University and by doing so that this shall not infringe the copyright or any other right of any third party or breach any contract or duty of confidence, constitute a contempt of court or be defamatory or blasphemous; I am at least 18 years old; and I acknowledge that the University shall not be liable for any loss, damage or injury suffered by me in connection with my participation in the Production other than death or personal injury caused by the University's negligence.
5. I waive any rights to be named as a participant and hereby irrevocably waive in favour of the University, its assignees and licensees the benefit of all moral rights and performers' rights I have arising under the Copyright, Designs and Patents Act 1988 or similar rights arising under the laws of any jurisdiction.
6. I may cancel this Agreement in writing, at any time after signature and before commencement of the first recording without any liability for cancellation. If I cancel this Agreement I understand that I may nonetheless appear as a participant taking part in the Event but the University will use its reasonable endeavours to ensure that the Production does not focus on me, will not interview me and will not name me as a participant.
7. This Agreement is the entire agreement between us. Any variations to this Agreement must be in writing and signed by both of us. Any disputes under this Agreement will be determined according to English law and the courts in England and Wales will have the exclusive jurisdiction to adjudicate on them.

\_\_\_\_\_  
(Signature of Participant)

\_\_\_\_\_  
(Signatory on behalf of University of Southampton)

Date:

Date: