

SpotLight Awards™ Intellectual Property Agreement

This SpotLight Awards Intellectual Property Agreement (“Agreement”) is effective on _____ (the “Effective Date”) between the undersigned participant (“Participant” or “I”) and CooperSurgical, Inc., located at 95 Corporate Drive, Trumbull, CT 06611 (“CooperSurgical”) (collectively the “Parties” or “we”).

I want to submit to the SpotLight Awards (the “Award”) being held by CooperSurgical a short video (the “VIDEO”) showing use of a CooperSurgical product in specified procedures.

CooperSurgical wants to consider the VIDEO for the Award and possibly use it in whole or in part, including still images and other content, for educational and promotional purposes, including on its web site, whether or not the VIDEO is chosen as a winner of the Award.

ACCORDINGLY, in consideration for the following mutual promises and for other good and valuable consideration, we hereby agree as follows:

1. Copyright Assignment; License to Participant. As of the Effective Date, I irrevocably assign and transfer to CooperSurgical all right, title and interest throughout the universe in and to the VIDEO, MATERIALSⁱ, and all works derivative thereof, including any and all copyright rights and registrations therefor, throughout the universe, in all media now known or hereafter invented or discovered, and with all claims that could be asserted by me arising out of or relating to the use or ownership of said copyrights. CooperSurgical hereby grants to Participant without compensation a perpetual, royalty free license, without any right to sublicense, to use the VIDEO and MATERIALS solely for non-commercial educational purposes and to promote the medical practice of Participant.
2. Further Permission. I give absolute and irrevocable non-exclusive, royalty-free right and permission, without compensation, in perpetuity, anywhere in the world, in all media now known or hereafter invented or discovered, to CooperSurgical solely in connection with its use of the VIDEO and in publishing the results of the Award to: (i) use my LIKENESSⁱⁱ as it shall see fit, and (ii) create and distribute presentations, documents, visual or sound recordings, and other works derivative of my LIKENESS (“DERIVATIVE WORKS”).
3. Release. I release CooperSurgical, all affiliates, successors, licensees, assigns, grantees and transferees, representatives and agents from any liability in connection with the use of: the VIDEO, my LIKENESS, the MATERIALS, and/or the DERIVATIVE WORKS, as granted and subject to limitations in this Agreement, including any claims of violation of rights of privacy, publicity, trademark, copyright, moral rights, or other right, and any claims concerning any blurring, distortion, alteration, optical illusion, or use in composite form that may occur or be produced in the reproduction, use, processing, printing, publication or broadcast of the VIDEO, my LIKENESS, the MATERIAL or DERIVATIVE WORKS.

4. Representations and Warranties.

(a) I represent and warrant that:

(i) I am of full age, possess the capacity to enter into valid contracts, and am free to enter into this Agreement;

(ii) I have all rights and necessary permissions, licenses, releases and consents and am fully able to comply with my obligations in this Agreement, including: complete releases as to all rights of privacy, publicity, trademark, and all other pertinent rights from all third-parties in connection with the VIDEO, MATERIALS and LIKENESS and all use thereof; complete rights for any use in any media, now known or hereinafter invented or discovered, of any music used in connection with the VIDEO, including all necessary sound recording, performance, mechanical, and synchronization rights; and all other copyright and/or other rights;

(iii) Except for any such material in the public domain, the VIDEO, MATERIALS and LIKENESS are wholly original;

(iv) The VIDEO, MATERIALS and LIKENESS are not defamatory, contain nothing libelous, and do not violate any right of privacy, right of publicity, common law or statutory copyright, or any other personal or property right; and

(v) As of the Effective Date, I own all copyright rights to the VIDEO, MATERIALS and LIKENESS including all rights, title, and interest therein throughout the universe in all media now known or hereafter discovered, for the duration of the life of such rights, including renewals and other extensions of term, if any.

Registration and Application numbers therefor, if any, are hereby listed below.

(b) CooperSurgical represents and warrants that it has all rights and the full power to enter into this Agreement, and is able to comply with its obligations hereunder.

5. Indemnity. Participant shall indemnify, defend, protect, and hold harmless CooperSurgical, its affiliates, successors, licensees, assigns, grantees and transferees, representatives and agents, as of the date of assertion forward, from any and all claims, actions, suits, costs, expenses (including attorneys' fees and other legal fees and expenses), judgments (including all appeals thereof), obligations, losses, liabilities, damages, penalties, and settlements arising out of or in connection with any claim or suit based on allegations which if true would constitute a breach of the warranties set forth above. CooperSurgical shall promptly notify Participant of any such claim. CooperSurgical may, in its sole discretion, select to defend any such claim counsel professionally experienced in the applicable field of law.

6. Return of VIDEO and Reversion of Rights. If Participant's VIDEO is not picked as a winner in the Award, CooperSurgical shall destroy the VIDEO and at the time the results of the Award are announced by CooperSurgical all rights granted by Participant in this Agreement shall revert to Participant and Participant's permissions in this Agreement shall terminate.

Accepted and Agreed, Subject to the Standard Terms and Conditions Below,ⁱⁱⁱ By:

PARTICIPANT

COOPERSURGICAL

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Title: _____

Date: _____

Copyright Registration/Application Nos. _____

ⁱ Materials as used in this Agreement means all written materials, photographs, other visual or sound recordings, or any other works, all regardless of media, contained in the VIDEO or otherwise provided by me and provided to CooperSurgical, as well as direct quotes or portions of direct quotes or statements in the VIDEO or made by me.

ⁱⁱ LIKENESS as used in this Agreement means my likeness; voice; biography and history; photographs or other visual or sound recordings, regardless of media, taken of me, my work, and/or of the interior and/or exterior of my work space including all equipment therein; details, events or recounting of events in which I participated.

ⁱⁱⁱ Standard Terms and Conditions. "Including" means "including without limitation".

This Agreement may be assigned by the Parties, and shall be binding, valid and enforceable against, and shall inure to the benefit of, the Parties, all affiliates, successors, heirs, licensees, assigns, grantees and transferees. If, for any reason, any portion or clause of this Agreement shall be held to be unenforceable, that determination shall not affect the enforceability of any other portion or clause in any jurisdiction. This Agreement is governed by the law of the State of New York, regardless of choice of law provisions, and constitutes the entire understanding of the Parties. There are no promises, representations or agreements other than those specifically set out herein and this Agreement takes precedence over any other documents that may be in conflict with it. No modification of this Agreement shall be of any effect unless it is made in writing and signed by all Parties to this Agreement. By the signatures above, the Parties represent that they have read this Agreement prior to its execution, and are fully familiar with its contents.