



MASTER LICENSE AGREEMENT FOR EDUCATIONAL MATERIALS FOR DISTRIBUTION IN PLANETARY HEALTH ALLIANCE REPOSITORY

This License Agreement (“the Agreement”), dated as written below, is by and between the Presidents and Fellows of Harvard College, a Massachusetts nonprofit educational corporation (“Harvard”), acting through President and Fellows of Harvard College, acting through the Harvard University Center of the Environment as the Planetary Health Alliance group, with an address at 26 Oxford Street, Cambridge, MA 02138, and [FACULTY CONTRIBUTOR NAME] (“Licensor”), an individual with an address at [ADDRESS].

WHEREAS, Licensor has created **educational materials for distribution**, (collectively, the “Works”) that Licensor wishes to make available for the Planetary Health Alliance Repository’s use in online and traditional courses;

WHEREAS, Harvard wishes to have, and Licensor wishes to grant, **non-exclusive rights** to use the Works, as well as any Works the parties may in future agree in writing to be licensed under this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Harvard and Licensor agree as follows:

1. Licensor will retain any ownership of the copyright in the Works, and may use and make them available in any way Licensor wishes, subject to the non-exclusive license in Paragraph 2.
2. Subject to the terms of this Agreement, Licensor hereby grants to Harvard’s Planetary Health Alliance Repository a perpetual, irrevocable, royalty-free, worldwide, **non-exclusive license** to make, modify, copy, publish, transmit, distribute, publicly display, publicly perform, and otherwise use and make available the Works, in whole or in part, and any other works that may be derived from the Works, in any manner or medium now known or later invented, and to authorize others to do the foregoing as well:
 - a. Licensor hereby grants to Harvard the irrevocable right to authorize others to make the same use as above under a CC-BY License
3. Licensor represents and warrants that Licensor either (a) is the sole creator of the Works; (b) owns or will acquire the copyright in the Works; or (3) holds a sublicensable license in the Works (as the case may be for a particular Work). Licensor represents and warrants that Licensor has the right to grant the rights granted



to Harvard under this Agreement.

4. Harvard will give Licensor credit as the author, copyright holder, or licensor of the Works (as the case may be for a particular Work) when Harvard distributes or makes the Works publicly available, according to the credits provided by Licensor. Harvard will use Licensor's copyright notice in connection with each distributed Work.
5. Licensor will not use or register the name "Harvard" or "Planetary Health Alliance" (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify Harvard or any Harvard school, unit, division or affiliate for any purpose without the prior written approval of, and in accordance with any restrictions required by, Harvard. If, notwithstanding this prohibition, Licensor registers any Harvard Name in any manner anywhere in the world, then, in addition to any other remedies Harvard may have, Harvard shall have the right to compel Licensor to assign Licensor's rights in such registration to Harvard and Licensor shall take such steps as may be necessary to transfer record ownership of such registration to Harvard, at Licensor's cost. The foregoing shall not restrict Licensor's non-trademark uses of the Harvard name.
6. Licensor is not an agent or employee of Harvard or the Planetary Health Alliance. Licensor has no authority to incur any obligations or expenses on behalf of Harvard or to act in any other manner on behalf of Harvard or in its name. Licensor will be solely responsible under all applicable laws for (i) taxes on Licensor's income and, if applicable, on Harvard's payment to Licensor under this Agreement, (ii) other tax and welfare and benefits payments and contributions required with respect to Licensor, and (iii) Licensor's professional and other licensing fees. Licensor will not be entitled to receive any employee benefits from Harvard.
7. This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, U.S.A., as applied to contracts made and wholly performed in Massachusetts.
8. This Agreement contains and constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous negotiations, agreements, commitments, and writings in connection herewith. This agreement may be amended or modified only by an agreement in writing, signed by each of the parties hereto.
9. Subject to the license terms herein, Harvard will have the right to internally archive



copies of the Works that of the Harvard’s Planetary Health Alliance Repository.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

PRESIDENT AND FELLOWS OF HARVARD COLLEGE, acting through the Harvard University Center of the Environment as the Planetary Health Alliance group

By:

Date:

Electronic signature:

Kyle K. Courtney

LICENSOR

Name: **[FACULTY CONTRIBUTOR NAME]**

Title:

Date:

Electronic Signature:

Customized Citation Format:

[Under terms of the License above, Planetary Health Alliance has to create a standard citation that the faculty contributor can agree to]

Ex.

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