



HARVARD UNIVERSITY

OFFICE OF THE GENERAL COUNSEL

Model Speaker Consent Form for Audio/Video Recordings

**GIVE SPEAKERS ONLY THE ATTACHED FORM OF SPEAKER CONSENT –
NOT ANY OF THIS EXPLANATORY MATERIAL.
BEFORE USING THE FORM, FILL IN THE BLANKS AND DEAL WITH THE BRACKETED
TEXT IN THE FORM.**

Purpose - This model form (which replaces the “Paid” and “Unpaid” versions of the prior “Model Speaker Release Form”) is for use when making an audio or video recording of a guest speaker from Harvard or elsewhere, whether or not the speaker is paid for the engagement. This form may be used when recording a range of events, including lectures, discussions, interviews and other presentations. Under Massachusetts law it is necessary to get a speaker’s permission to make such a recording. This form authorizes Harvard to make and use, and to permit others to use, the recording of the presentation, derivative works of the recording, and the speaker’s biographical information (see below on third party rights). This form does not give Harvard ownership of copyright in the speaker’s underlying presentation.

Changes - This form may be adapted, if appropriate, to meet the needs of your faculty or department, or particular requirements that the speaker wishes to impose.

Harvard courses - This form is not designed for use when recording (i) Harvard faculty in connection with their own courses or (ii) students in Harvard classes or other educational settings.

Optional limit on use of recordings - If a speaker is unwilling to sign the Consent because the speaker finds Harvard’s rights to use the Recordings too broad, it is possible to add language narrowing those rights. In that situation, you could revise the second sentence of the third paragraph to read as follows (adding the language after the semi-colon):

“I agree that Harvard will have the irrevocable, worldwide right to make, copy, edit, publish, distribute, play, show, perform, display and otherwise use and make available the Recordings and any works that may be derived from the Recordings, by any means and in any media now existing or hereafter invented, and to authorize others to do the

same; provided that Harvard may only exercise these rights for educational or other purposes consistent with Harvard's mission."

It is preferable not to add such language because it is preferable not to have limitations on your use of the Recordings. For example, while this language should generally permit distribution of the Recordings through a commercial party, it could lead to uncertainty in some cases. However, if the speaker is otherwise unwilling to allow recording, and you would rather have Recordings with limitations on use than not have Recordings at all, you can add the language. In our view, this language will allow Recordings to be posted on Harvard's channels on YouTube and iTunes, as those services are currently configured. You may also add other limitations on use if you wish, so long as you are prepared to keep track of the limitations and abide by them. If the Recordings will be used in a Harvard project that extends beyond your purview (such as HarvardX), then you should not add any limitations without first talking with the person responsible for that project.

Independent contractors - If you are paying an outside speaker, Harvard policy may require documentation of the speaker's independent contractor status. This can be accomplished either through a separate communication or by adding the following to this form: "I understand that I am an independent contractor, free from Harvard's direction and control, not an agent or employee of Harvard, and that I am not authorized to enter into binding commitments on Harvard's part."

Multiple authors - If the speaker's presentation has multiple authors, you should discuss with the speaker whether their signatures are also needed or the speaker is authorized to sign for all the authors. If the speaker is signing for co-authors, it will usually be necessary to add language such as the following to the form: "[Name] and [name] are co-authors of the Presentation. Each co-author has authorized me to sign this document on their behalf to evidence that each agrees to and joins in the grant of rights to Harvard in this document, while retaining their copyrights in the Presentation and subject to due attribution."

Other third party rights - If the speaker's presentation includes any third party's content, then before publishing or otherwise making the recordings available you will need to determine whether you may use the recordings as you plan without infringing third-party rights. (This does not affect your right to create the recordings.)

[form begins on next page]

SPEAKER CONSENT FOR RECORDINGS

I, _____, authorize President and Fellows of Harvard College (“Harvard”) and its agents or contractors, on behalf of *[insert name of relevant School, department or other unit]*, to make audio and video recordings by any means and in any media (the “Recordings”) of my presentation, lecture, program, discussion or interview described below (the “Presentation”) and to use my name, photograph and biographical information in connection with the reproduction, distribution and promotion of the Presentation and the Recordings. I understand that Harvard will credit me as the author or source of the Presentation.

Presentation Title or Description: _____

Presentation Date: _____

Location: _____

I will retain any copyrights I may have in the Presentation. Nothing in this document will restrict me from publishing or using the Presentation as I see fit.

I agree that Harvard will own the Recordings and all copyrights and other rights therein. I agree that Harvard will have the irrevocable, worldwide right to make, copy, edit, publish, distribute, play, show, perform, display and otherwise use and make available the Recordings and any works that may be derived from the Recordings, by any means and in any media now existing or hereafter invented, and to authorize others to do the same. *{optional sentence, when further use will be made of speaker’s handouts: I also grant to Harvard the rights set out in the preceding sentence with respect to any handouts or other materials that I have provided in connection with the Presentation, with due attribution.}*

While Harvard may separately arrange to pay me an honorarium for the Presentation, I understand and agree that I will not receive any payment, now or in the future, in connection with the rights I have granted to Harvard in this document or the use and dissemination of the Recordings.

Neither my Presentation nor its permitted use by Harvard will infringe or violate any copyright or other right of any other person or entity, or breach any obligation I have to any such person or entity.

This Speaker Consent for Recordings is executed as a document under seal governed by the laws of The Commonwealth of Massachusetts.

Signature

Date

Print Name

Address

Agreed to:

President and Fellows of Harvard College,
on behalf of _____

Signature

Date

Print Name and Title