# Appendix 1-A. Permission Forms and Licensing Agreement

This appendix contains:

* [Permission Form for AHRQ To Use Copyrighted Material](#permission).
* [Release Forms for Photographs and Audiovisual Materials](#photo).
* [Meeting Participant Releases](#meeting).
* [Talent Release](#talent) for Actors.
* [Location Release](#location).
* [HHS Presentation Agreement](#presentation).

**\*Note:** Grantees may use these forms if they do not have forms of their own; however, grantees are not required to use these versions, nor are they required to send signed copies to AHRQ.

## Permission Form for AHRQ To Use Copyrighted Material

Use this form when requesting use of copyrighted materials from publishers or authors. Some publishers have their own forms to request use of copyrighted materials. Provide copies of signed forms to the managing editor.

## Permission Form for AHRQ To Use Copyrighted Material

The undersigned hereby grants permission to the Agency for Healthcare Research and Quality (AHRQ), located at 5600 Fishers Lane, Rockville, MD 20857, to use the material specified below and copyrighted by me:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

These copyrighted items may be used in both print and electronic formats, including future editions.

The above permission to AHRQ shall in no way restrict republication by me of the copyrighted items in other works.

AHRQ will use the following credit line for each item that I hold copyright to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Copyright holder Date

## Release Form for Photographs and Audiovisual Materials

This form is used to obtain permission to record a person’s appearance on video, audio, photograph, or other medium. It is used only once, as the form notes that permission is granted in perpetuity.

## Release Form for Photographs and Audiovisual Materials

I hereby grant, in perpetuity, to the Agency for Healthcare Research and Quality (AHRQ), permission to:

* Record my participation and appearance on video, audio, photograph, or other medium.
* Use my name, likeness, voice, biographical information, and other identifying material in connection with or promotion of these recordings or photographs.
* Exhibit, broadcast, webcast, store and forward, copy, edit, or distribute such materials in whole or in part without restriction or limitation, for any informational, educational, or promotional purpose that AHRQ deems appropriate.

I hereby waive any right to inspect and approve the rough cut, draft, promotional, or finished products.

AHRQ will not provide royalties, compensation, or residuals for this use.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (if over 18): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent or Guardian of a minor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Meeting Participant Releases

A Release for Meeting Participants is used when recording large meetings for rebroadcast when certain people will be speaking and identified. This includes members of the audience who ask questions. If those audience members are not known before they speak, every effort should be made to have them sign the meeting participant release before they leave the room.

[Meeting Participant Release Form](https://www.ahrq.gov/sites/default/files/wysiwyg/research/publications/pubcomguide/section1-mtgparticipantrelease.docx).

In addition, this language should be posted on the door to the meeting, as well as on a sign-in sheet for the general audience:

This meeting is being videotaped [or audiotaped] for public exhibition. The production will include video images [or audio recordings] of the audience. Anyone not wishing to appear in the production is hereby advised against attending this meeting. By entering the premises, you are granting permission to be included in the production for all purposes and in all media. Thank you.

The audience sign-in sheet is to be sure that audience members acknowledge their awareness of the recording and that their images/voices may be recorded. You will not need an additional release unless they become a participant.

[Meeting Participant Sign-in Sheet](https://www.ahrq.gov/sites/default/files/wysiwyg/research/publications/pubcomguide/section1-mtgparticipantsignin.docx).

## Talent Release for Actors

This form is a sample of what to use when you hire people who are not government employees as narrators, actors, or extras for a scripted video. This includes any paid and unpaid talent, if you think their participation will be recognizable in the final video. It also includes extras who happen to be employees working at your location (such as a hospital or office). It does not matter if, ultimately, their image is not used; you should protect the production (and the government’s property) by getting the release signed.

[Talent Release Form](https://www.ahrq.gov/sites/default/files/wysiwyg/research/publications/pubcomguide/section1-talentrelease.docx).

If you already have a form that includes the elements in the talent release form, you can use it. If your actors are being paid for their work, the specific amount of compensation should be specified. If they are represented by a talent agency, union, or other organization, the representative’s contract may substitute for this release as long as it states that the actors are being paid for “worldwide rights in perpetuity.” If not cost-prohibitive, negotiate a talent agreement that will not expire.

You also can modify this release for audio production or still photography as long as you specify the type of production and modify the language appropriately.

## Location Release

This release is used to obtain official permission to record at a particular location. This is not the same thing as obtaining a government permit to record on government property, in cases when a permit(s) is required.

## Location Release for [LOCATION]

For [Purpose or Name of Event]

The undersigned (“Administrator”) hereby grants to the Agency for Healthcare Research and Quality (AHRQ) and [Contractor] (collectively known as the “Producer”) the permission, right, and license to photograph, record, audiotape, and videotape the (“Premises”) [may need to be more specific] located at [complete address with ZIP code] for a media production (“Project”) that is tentatively titled [INSERT NAME].

Under the terms of this agreement, Producer is permitted to occupy and use the Premises for the period beginning [date and time period if relevant]. During this period, Producer may place all necessary sets and equipment on the Premises, including possibly blocking some doors (but not emergency exits), and running extension cords through the hallways.

Producer agrees to exercise reasonable care to protect the Premises from damage and to leave the Premises in the condition in which they were found. Producer warrants that it carries liability insurance that covers the presence of production employees and the operation of equipment on the Premises. Producer further warrants that it will hold the Administrator harmless from, and indemnify against, any injury to any person(s) that may occur on the Premises as a result of Producer’s activities.

Under the terms of this license, any pictures or recordings taken of the Premises, including those of any signs that may appear on the property, will become the sole and exclusive property of AHRQ in perpetuity. AHRQ will retain the full and irrevocable right to produce, copy, distribute, exhibit, and transmit the pictures and recordings by means of broadcast/cablecast, videotape, DVD, print, Internet, or any other electronic or mechanical method or medium now known or hereafter invented. The Administrator’s successors and assigns shall have no right to bring legal action against Producer for any use of the pictures or recordings.

Administrator represents and warrants that Administrator has the full authorization to grant Producer the license and other rights granted herein. Administrator understands that Producer is relying on Administrator’s consent and agreement herein for Producer to proceed with preparation, production, and exhibition of the Project. Administrator agrees to indemnify and hold harmless the Producer, Producer’s employees, agents, assigns, and successors from and against any loss, damage, cost, and liability resulting from any breach by Administrator of any of the terms hereof.

[If there is any fee or other compensation being paid to the location for use of their Premises, it should be spelled out here.]

Nothing in this agreement shall obligate Producer to use the Premises for filming or recording or to include material shot on the Premises in the Project. Producer may at any time cancel this agreement by notifying Administrator in writing of its intent not to use the Premises. [Again, if there’s any compensation due, there should be something here spelling out what happens in case of cancellation.]

AGREED AND ACCEPTED:

Administrator:

Printed Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Producer:

Printed Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## HHS Presentation Agreement

***Representations:*** I hereby represent to (Conference Sponsor) that, with respect to the presentation titled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

* I have prepared the presentation as part of my official duties as a Department of Health and Human Services (HHS) employee.
* I have obtained permission from copyright owners of any excerpts from copyrighted works that are included in the presentation and have credited the sources in the presentation.

***Copyright.*** 17 U.S.C § 105 states that copyright protection is not available in the United States for any work of the U.S. Government. Since the presentation was done as part of my official duties as an HHS employee, the presentation is a work of the U. S. Government and as such is in the public domain.

I hereby permit the conference sponsor to record on film, tape, digital storage medium, or otherwise, the above presentation for any and all uses, except that the conference sponsor may not give the appearance that HHS endorses any products, services, or policies of the conference sponsor or any other non-Federal entity. The conference sponsor shall not compensate me for work done as part of my official duties.

This agreement shall be governed and construed in accordance with Federal law as interpreted by the Federal courts in the District of Columbia.

Signature Date