



GRANT OF RIGHTS

Caregiver Stories/Narratives Submitted to Hofstra Northwell School of Medicine

Thank you for submitting your caregiver story/narrative (called your “Work”) to the Hofstra Northwell School of Medicine, and its principals, Northwell Health (Northwell) and Hofstra University (“HU”), and their successors and assigns (all hereafter referred to generally as the “School of Medicine” or “SOM”) for consideration for inclusion into our Caregiver’s Voice Project. By signing below, you are agreeing to the following:

1. Your Work will be considered for inclusion in our Caregiver’s Voice program, either as part of our theatrical production, and/or for inclusion in a written or online compilation of caregiver stories. You understand that we may receive a substantial number of submissions and only some can be accepted. You further understand that the SOM shall have the sole discretion in deciding which works will be included, and that all decisions shall be final, and that the SOM shall not provide explanations as to why a submission was included or omitted. In our quest for producing the best program/compilations, we are seeking a diverse set of stories from many types of caregiving situations.
2. You understand that submitted pieces may need to be edited before they will be appropriate for performance or inclusion within a written or online compilation. You hereby grant the SOM the right to edit your submission, or combine all or parts of your Work with that of Work submitted by other caregivers, for any or all of these purposes, in the sole discretion of the SOM. Every effort will be made to maintain the integrity of the stories being told, recognizing that, in some cases, pieces of several Works may be combined to form one play or narrative, and names may be changed to preserve patient confidentiality.
3. You hereby grant the SOM the right to perform your Work, in its original or edited form, as part of its Caregiver’s Voice program, on such date as shall be determined by the SOM in its sole discretion. You further grant the SOM the right to publish your Work, in its original or edited form, in a written or online compilation of caregiver stories. However, nothing herein shall obligate the SOM to perform or publish your Work. You understand that the Caregiver’s Voice program is an educational program sponsored by the Humanities in Medicine Program of the SOM, and that you will receive no compensation from the performance or publication of your Work in any manner.
4. You grant SOM the nonexclusive right to produce, edit, copy, store, publish, sell, distribute, communicate to the public, display, transmit, exhibit, reproduce, perform, upload, download, broadcast and otherwise exploit the Work or any part of the Work, as well as any images or recordings of performances that may include the Work, in all languages throughout the world, and in all formats and media, whether now known or hereafter developed. Hofstra reserves the right to transfer, assign, or sublicense the rights granted herein in furtherance of the purpose of

the Caregiver's Voice program. You further grant the SOM the right to use your name, likeness, biographical information and/or title of the Work, in connection with the publication of the Work, a performance that includes the Work, and any related purpose, including for advertising, publicity and promotion of the Work, the Caregiver's Voice Program, Hofstra, Northwell, and the SOM, or any related use.

5. Subject to the foregoing, the undersigned shall retain all other rights to the Work, including copyright ownership of the Work. The undersigned hereby warrants that this Work is an original work of the undersigned, does not contain any third party copyrighted material, or material that is subject to other third party proprietary rights, and that the undersigned has the full right, power and authority to sign this form and to grant the rights agreed to be granted hereunder. The undersigned hereby agrees to defend, indemnify and hold harmless the SOM from and against any and all claims, liabilities, damages, costs or expenses (including, without limitation, reasonable attorneys' fees) arising from any breach by the undersigned of any representation or agreement made hereunder.
6. The undersigned acknowledges that no compensation other than what is stated in this Grant of Rights will be provided by the SOM or any third party. For good and valuable consideration received, the undersigned hereby releases and discharges the SOM, its principals, trustees, officers, representatives, employees, agents, licensees, successors and assigns from any and all claims, demands or causes of action that the undersigned may now have or may hereafter have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the Work, or the undersigned's name, likeness, or biographical information or the exercise of any of the rights granted by this document.

I have read the foregoing Grant of Rights before affixing my signature below, and warrant that I am signing it voluntarily, and warrant that I fully understand the contents thereof.

Signature: _____ Date: _____

Name (print clearly): _____

Home Address: _____

Email: _____ Phone _____

Title of Your Submission: _____

Mail your form and submission to: Lisa Martin, Program Manager, Humanities in Medicine Program, Hofstra Northwell School of Medicine, Room 146, 500 Hofstra University, Hempstead, NY 11549, or Email your form and submission to Lisa.Martin@hofstra.edu.