



**MEDIA REQUEST AND TERMS OF USE AGREEMENT**

**Media Request**

The State Office of Risk Management (Office) develops and distributes certain multimedia training videos online (hereinafter, the Media) as part of its training program for Texas state agencies, and monitors viewing statistics to evaluate training effectiveness and consumption. The Office receives requests to provide Media to various parties (hereinafter, Requestor) in formats other than the current format and online delivery method. At its sole option, the Office may elect to fulfill these requests if the Requestor fully completes the necessary information and agrees to the Terms of Use herein.

<b>Name of Requesting Entity</b>	
<b>Name of Requestor</b>	
<b>Requestor Contact Method</b> <small>(Email address and/or telephone number)</small>	
<b>Shipping Address</b>  <small>(Where media should be sent)</small>	
<b>Media Requested</b>  <small>(Name of video or link)</small>	
<b>Format Requested</b>  <small>(e.g., DVD or .MOV Quick Time)</small>	
<b>Intended Use</b>  <small>(Describe purpose and method of delivery to intended audience)</small>	
<b>Intended Audience</b>	
<b>Number of Individuals to View the Media</b>	

**Acceptance of Agreement**

The Requestor agrees to the terms and conditions outlined in this Terms of Use Agreement ("Agreement") with respect to the Media. This Agreement constitutes the entire and only agreement between the Office and Requestor, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Media and the subject matter of this Agreement.



**Limited License; Restrictions and Prohibitions on Use**

Requestor is granted a non-exclusive, non-transferable, revocable license to: (a) receive and access the Media in a mutually agreed-upon format, and (b) use the Media solely for internal, personal, non-commercial purposes strictly in accordance with this Agreement.

Except as provided herein, Requestor may not: (a) copy, reproduce, republish, display, distribute, transmit, sell, rent, lease, loan, sub-license or otherwise make the Media available in any form or by any means without the express written permission of the Office, or (b) modify the Media in any fashion, including removing, altering, covering, obscuring or appropriating any copyright, trademark, service mark or other intellectual property rights of the Office or the State of Texas.

**Intellectual Property**

All rights in the Media, including copyright and any other intellectual property rights of whatever nature, are and remain vested with the Office and the State of Texas. The copying, redistribution, use or publication by Requestor of any such matters or any part of the Media, except as specifically allowed herein, is strictly prohibited. The Requestor does not acquire ownership rights to any content, document or other materials comprising the Media. The posting of information or materials on the Office’s website does not constitute a waiver of any right in such information and materials.

**Costs**

At the Office’s option, requests for provision of the Media on DVD or .MOV Quick Time format may require reimbursement of actual costs for the physical media or provision of the physical media for duplication. The Office may agree to duplicate limited copies of the Media, or authorize the Requestor to duplicate multiple copies consistent with the request.

**Term**

The term of this Agreement and the limited license herein shall be for a period of one (1) year from the date hereof. The term shall be automatically renewed for successive one (1) year periods unless either party elects to terminate the limited license through written notice to the other party. On termination of the limited license, the Media must be returned to the Office.

**Warranty; Assumption of Risk**

The Office disclaims any express or implied warranty in providing the Media and any materials, information, graphics, products, or processes contained therein. It makes no warranty, express or implied, nor assumes any responsibility in the use of the Media or its contents for its accuracy, completeness, currency, its use for any general or particular purpose, nor that such items or use of such items would not violate or infringe rights of



others. The Office makes no promise or warranty to maintain or update the Media or information contained and made available to the public. The Media is provided on a strictly "as is" basis, and the Requestor assumes the risk of verifying any materials used or relied upon.

***By my signature below, this request is made and the terms herein agreed to:***

<b>Signature of Requestor</b>	
<b>Date of Request</b>	

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**Office Contact: Shelby Hyman, Media Specialist, (512) 936-1457**

**SUBMIT COMPLETED FORM:  
via facsimile at (512) 370-9063 or email at [shelby.hyman@sorm.state.tx.us](mailto:shelby.hyman@sorm.state.tx.us)**

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*For Office Use: Authorization; Special Provisions*

The use authorized herein is subject to the following special provisions, if any:	
<b>Request Approved By</b>	
<b>Date of Approval</b>	