

This policy must be read and signed by all individuals (students, faculty, staff, alumni & outside community) who record at the UNI School of Music.

In consideration of having received permission to record at the University of Northern Iowa (UNI) School of Music, I (we) _____ agree that, in the event that I (we) release, transmit, broadcast, sell or distribute a musical recording for promotional, premium or commercial purposes, now or at some future date, on CD, tape, record, film, music video, computer chip, television broadcast, radio broadcast, the World Wide Web or otherwise on the Internet, or in any other form now or later known or developed (collectively, "Media") which includes musical material recorded at the UNI School of Music, I (we) agree to abide by the following policies:

Copyright Considerations:

1. To obtain mechanical and/or synchronization licenses for all compositions which are under U.S. Copyright Protection or any copyright protection recognized under the Berne Convention, the Universal Copyright Convention or other international agreement to which the United States is a party (collectively "Copyright Protection").
2. If applicable, to obtain mechanical and/or synchronization licenses to release an arrangement of a composition that is under Copyright Protection.
3. If applicable, to obtain written permission from the composer and/or lyricist to release an unpublished composition.
4. If applicable, to obtain a performance license from the appropriate performing rights organization (e.g., ASCAP, BMI, SESAC) or other appropriate grantor of such license.

Graphic Documentation:

5. Not to use, or permit the use of, UNI School of Music's name or logo on or in connection with any Media, including without limitation on the front or back cover of any Media, in liner notes, on discs, or, in the case of Media not embodied in a tangible form, such as a World Wide Web site, any other means by which such Media may be displayed, including musical material recorded, in whole or in part, at the UNI School of Music without first having obtained advance, written permission and authorization from the Director of the UNI School of Music. Any approval of the use of the UNI School of Music's name or logo, if granted, is and shall be expressly subject to the advance review and approval by the University of Northern Iowa and the UNI School of Music of all graphic material that incorporates or is associated with the use of the University's or UNI School of Music's name or logo.

Performance Release Agreements:

6. To secure performance release agreement(s) from all musicians performing on my (our) recording project.

I (We) understand that the penalties for noncompliance provided for in paragraph 5 above are not intended to, and shall not, be deemed to limit in any way the remedies available to the UNI School of Music for any breach of this Recording Release Agreement.

I (We) understand and agree that I (we) will not hold the UNI School of Music responsible for any infractions of U.S. Copyright Laws, the Berne Convention, the Universal Copyright Convention or other international agreements to which the United States is a party ("Copyright Laws"), pertaining or otherwise in connection with the distribution, marketing, sale, broadcast, downloading, streaming, transmittal or export of Media containing musical material recorded at the UNI School of Music, and that I (we) will defend, save and hold harmless the UNI School of Music against any liability, loss, damage, cost or expense (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by reason of any infraction or threatened infraction of Copyright Laws or otherwise in connection with the distribution, marketing, sale, broadcast, downloading, streaming, transmittal or export of Media containing musical material recorded at the UNI School of Music.

This Release is made in accordance with the laws of the State of Iowa, and shall be binding and inure to the benefit of our respective heirs, executors, administrators, successors and assigns.

Please sign and date this Recording Release Agreement, return to the music office (Russell Hall 115 or GBPA 74) in the School of Music, and retain a copy for your files.

NAME (please print)

DATE

STUDENT SIGNATURE

Audio and Video Recording Policies and Practices

All School of Music on campus recitals and concerts are automatically scheduled for audio recording and livestream. This service is provided free of charge, and often includes recitals presented as part of special workshop or clinic.

The digital audio files will be shared via Google drive, shortly after each performance. Students, faculty, and ensemble directors presenting recitals or concerts, will receive an email notice (to your uni.edu address), listing the event shared. Audio .wav files can be accessed or downloaded from that link, and are archived indefinitely on the School of Music server.

The digital video file can also be shared via Google drive, by submitting an email request for each event to tom.barry@uni.edu (after completing and submitting the one time Recording Release Agreement). Another email notice will be sent to your uni.edu address listing the event shared. The unedited video .mp4 file will be available to view and or download for a period of 10 days following the performance, after which they will be deleted.

The YouTube links from each live stream are set to private shortly after each performance, and therefore are not available for posting or sharing due to copyright restrictions.

Brass, keyboard, wind and percussion seminars are also audio recorded each semester. They are not live-streamed. All music students on the 52x-major email list and related faculty will have access to the shared seminar audio files.

If you or your students wish to perform a piece on a program that involves additional sound reinforcement or playback, please contact Tom Barry directly. He or his staff will assist with planning, setup and sound check. The same student audio tech can usually be assigned to both the dress rehearsal and the recital, if given enough prior notice.