MATERIAL RELEASE

Date of Release: ________________________________ (“Effective Date”)

Production Company Name: ________________________________ (“Producer”)

Address: ________________________________________________

Production: ______________________________________________ (“Production”)

Material: ________________________________________________

________________________________________________________ (“Material”)

Fee: _____________________________________________________

This Material Release (this “Release”) is dated as of the Effective Date and is entered into by the Regents of the University of Michigan (“University”) for the benefit of the Producer with respect to the Production.

University hereby grants to Producer permission to incorporate the Material, and any portions or images contained therein, in whole or in part in the Production in any manner at Producer’s sole discretion, and to use and exploit the Material (as incorporated in the Production) in all media, versions and forms, whether now known or hereafter devised, in all languages, including all ancillary exploitation, and in any advertising, publicity or promotion for the Production. Producer may in its sole discretion accord University credit in the Production and/or otherwise for such use.

University represents that it has the right to grant to Producer permission to use the Material without the necessity of obtaining the consent of any third person or entity, and that the Material does not infringe the copyright or violate any right of publicity, privacy or any other right of any person or entity. Nothing herein requires Producer to use the Material.

This Release shall be governed by and construed under the laws of the State of Michigan without regard for principles of choice of law. Any claims, demands, or actions asserted against the University shall be brought in the Michigan Court of Claims. Producer, its successors and assigns, consent to the jurisdiction of a court with applicable subject matter jurisdiction sitting in the state of Michigan with respect to any claims arising under this agreement.

REGENTS OF THE UNIVERSITY
OF MICHIGAN

By: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________