



Release Form

***This release form MUST be signed in all three places to be considered for a Greenbuild scholarship.**

News Conference Release

Among other things, all scholarship award winners will be required to attend and speak at a USGBC press conference during Greenbuild.

ACCEPTED AND AGREED TO BY:

Applicant Signature: _____

Date: _____

Post-Conference Report and Model Release

This Post-Conference Report and Model Release is executed by _____ and hereby given to the U.S. Green Building Council, 2101 L Street, NW, Suite 500, Washington, DC 20037.

Consideration and Rights Granted. For good and valuable consideration, including review by USGBC, and the potential to receive a USGBC Greenbuild Scholarship, Applicant grants to USGBC, an irrevocable, exclusive, royalty-free, transferable, worldwide right to exploit the post-conference report or any content generated in connection with Greenbuild, hereinafter called "the Submission", including but not limited to: the right to use publish, reproduce, publicly distribute, publicly display, and prepare derivative works from the Submission, whether in whole or in part, in all languages and in all print and electronic formats now or hereafter known. USGBC may freely assign or transfer such rights, in whole or in part.

Applicant agrees that USGBC has a non-exclusive right to use Applicant's name, photo, or likeness in connection with promoting or advertising the Submission or Greenbuild Scholarship Program. Applicant hereby releases and discharges USGBC from all claims or demands arising out of or in connection with use of the Submission, including without limitation any and all claims for libel of the Applicant's person or invasion of Applicant's privacy.

1. Ownership of all Content in Program. Applicant warrants USGBC that:

- a. Applicant is the sole creator of the Submission, and holds all right, title and interest in and to the Submission, including copyrights and trademarks, free and clear of any claim of a third party;
- b. The Submission contains only information and data that is true and accurate to the best of the Applicant's knowledge, belief, and expertise. The Submission contains no matter that violates or infringes any personal or property right of another or is scandalous, obscene or libelous, or otherwise contrary to law.
- c. No third party may assert any claim with respect to any element of the Submission,

including any claim of copyright, trademark, libel, slander, defamation, invasion of right of publicity/privacy, trade secret;

- d. Applicant has secured all necessary third party releases and permissions to be in the Submission, in writing, and shall provide USGBC evidence of such releases or permissions on request. Applicant shall hold USGBC harmless from any claims and expenses (including attorney fees) associated with any third party claim that use of the Submission violates the rights or interests of such third party; and
- e. Applicant understands and agrees that the Submission becomes the sole property of USGBC and will not be returned once it is submitted.

USGBC shall have the right to register copyright to the Submission in its name as claimant, whether separately or as part of another medium in which the Submission is included, in whole or in part.

- 2. Non-Assertion of Claims Against USGBC.** Applicant hereby irrevocably agrees that Applicant will not assert nor maintain against USGBC, its licensees, successors or assigns, or any of its directors, officers, employees or representatives, any claim, action, suit or demand of any kind or nature, whatsoever, including, but not limited to, those grounded upon intellectual property rights (such as copyright, trademark or patent), invasion of privacy or of publicity or any other rights, contract, tort, defamation, libel or slander or for any other reason, in connection with the exercise of the rights granted herein. Applicant acknowledges that USGBC is relying upon this Submission Release in connection with its use of the Submission for the Greenbuild Scholarship program and, accordingly, Applicant hereby irrevocably waives any and all rights to seek or obtain any injunctive or other equitable relief against USGBC.

Applicant further acknowledges and agrees that any breach by Applicant of this Submission Release will cause USGBC irreparable harm, and therefore, that USGBC will be entitled to injunctive or equitable relief (without the need to post bond or surety or show harm) in addition to all other remedies available at law or in equity, in any court of competent jurisdiction.

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Date: _____

On-Site Requirements at Greenbuild

All Greenbuild scholarship recipients must agree to complete the requirements below:

The recipient will be expected to follow through with all program requirements, which will necessitate participation before, during and after the Conference.

1. Prior to final determination of award, selected applicants must provide further financial documentation demonstrating financial eligibility and must sign an agreement consenting to the terms of the scholarship.
2. Prior to the conference, recipients shall provide information and communicate with USGBC as needed.
3. Arrive in Phoenix on Tuesday, November 10, 2009
4. Participate in all programming and events related to the Greenbuild Scholarship Program. You will receive information about these events prior to your arrival.
5. At the conference, recipients shall attend all Greenbuild events that come with full conference registration including tours. They will also be given the opportunity to network among the 1,800 Greenbuild Exhibits.
6. Recipients are required to attend at least **seven** educational sessions and actively engage with other Greenbuild participants.
7. Recipients will also be required to attend a press conference during Greenbuild (date and time TBD).
8. After the conference:
 - a. Each recipient will be required to demonstrate what he/she took away from the conference and how the knowledge and relationships developed will influence his/her future endeavors in the green building sector. Each recipient shall deliver a **post-conference report** to USGBC, the format of which will be chosen by the recipient and approved by USGBC.
 - b. Each recipient must agree to become involved in his/her local USGBC chapter organization, through which he/she will be able to develop and sustain relationships and participation within the green building industry.
 - c. USGBC shall provide access to selected USGBC education programs and resources to scholarship recipients to help them expand their green building knowledge base after the conference.

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Applicant Signature: _____

Date: _____