

IN-IPipp23

Licence photos or videos for cash, simple agreement

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Schedule 1 Publicity / Announcements

This agreement is dated [date]

and made between: [Brian Badger],

of [full address] (“ ”);

and [National Geographic Limited], a company incorporated in the Republic of India, whose [registered office / main place of] [], (“ ”).

It is now agreed as follows:

1. Definitions

“Confidential Information” means all information about the parties to this agreement, including any information which may give a commercially competitive advantage to any other person. It does not include information that it is reasonably necessary to disclose to a customer or other person

data or information relating to product plans, marketing strategies, finance, operations,

“the Bears Set” means a set of [123] photographic images and [174] video clips of polar bears [2015].

“Royalty” means the sums payable from time to time

2. Interpretation

In this agreement unless the context otherwise requires,

2.1. A reference to one gender shall include any or all genders and a reference to the singular may be interpreted

- 2.2. A reference to a person includes a human individual, a corporate entity, a partnership, a governmental authority
- 2.3. A reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context
- 2.4. The headings to the paragraphs and schedules (if any) to this agreement are inserted
- 2.5. Any agreement by any party not to do or omit to do something includes an obligation not to allow some
- 2.6. A reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information,
- 2.7. All money sums mentioned in this agreement are calculated net of GST, which
- 2.8. This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail. If a version of this agreement

3. Relationship of parties

- 3.1. Nothing in this agreement shall create a partnership,
- 3.2. Neither party shall have, nor represent that it

4. Entire agreement

- 4.1. This agreement contains the entire
- 4.2. Each party acknowledges that, in entering into this agreement,
- 4.3. No express or implied licence of the
- 4.4. Conditions, warranties or other terms implied by
- 4.5. As an exception to the last
- [Enter list]*

5. Licensor's representations as to the Bears Set

- The Licensor
- 5.1. the Licensor is the owner
- 5.2. use of the Bears Set
- 5.3. there are no claims,
- 5.4. this agreement is
- 5.5. the Licensor is not subject

6. The Licence of the Bears Set

6.1. The Licensee acknowledges that the Licensor owns all right, title and

6.2. For the licence fee of [Rs [0000], []

6.3. The Licence may not

6.3.1 that the Licensor approves ();

6.3.2 that the assignee enters into ;

6.3.3 the sub-licence is non-assignable.

6.4. So far as any goodwill is generated

7. Terms of sub-licences

7.1. So long as this Licence subsists, the Licensee -

7.1.1 use by the sub-licensee personally - ;

7.1.2 the sub-licence - - ;

7.1.3 the Bears Set may not be ;

7.1.4 shall be granted in terms set out in

OR

7.1.5 each such sub-licence agreement shall

7.2. A sub-licence may be granted to any person in connection with the business of the

7.3. On no account shall any obligation or

8. Protection of Bears Set

The Licensee agrees that it will:

8.1. not claim nor register any intellectual property right

8.2. [\[attach appropriately to every](#) []];

8.3. not remove any identification or reference

8.4. not publish any

8.4.1 denigrate the Licensor or

8.4.2 reduce the value of

9. Third party infringement

9.1. If either party becomes in any way aware of

- 9.2. The Licensor shall have the first right, but not the
- 9.3. The Licensor must notify the Licensee within [28]
- 9.4. The Licensee agrees to co-operate with the Licensor in any litigation or other enforcement action that
- 9.5. All reasonable lawyers' fees and other expenses incurred by the Licensee in
- 9.6.
- 9.7.
- 9.8.
- 9.9.
- 9.10.

9.11.

10. Confidential Information

10.1.

/ :

10.1.1 / /

(/ /) / /

;

10.1.2

10.1.3

/ /

10.2.

10.3.

OR

10.4.

[5]

10.5.

10.6.

11. Publicity / Announcements

11.1.

OR

11.2. No party shall:

11.2.1 make any public announcement; or

11.2.2 disclose any information; or

11.2.3

;

11.3.

11.4.

1,

12. Miscellaneous matters

12.1.

12.2.

12.3.

12.4.

12.5.

12.6.

It shall be deemed to have been delivered:

;

[72] ;

[24] ;

- : [24]

12.7.

12.8.

Signed by [personal name] on behalf of **[Licensor name]** as its / his representative who personally accepts liability for the proper authorisation by **[Licensor name]** to enter into this agreement.

Signed by [personal name] on behalf of **[Licensee name]** as its / his representative who personally accepts liability for the proper authorisation by **[Licensee name]** to enter into this agreement.

Schedule 1 Publicity / Announcements

Explanatory Notes:

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Paragraph specific drafting notes

1. Definitions

Please read the general notes sent along with

For “Confidential Information”, we have provided a very full menu of items. Depending on your business,

Changing terms for more suitable words: your business is unique. We may not have been able to provide you with defined terms which are precisely suitable to your requirement. By all means use the search/replace function in your word processor to change them. But if you do

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered in the context of this agreement and has been included for a purpose.

3. Relationship of parties

We have no comment

4. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If

5. Licensor’s representations as to the Bears Set

This is your document. You do not have to offer anything more than the barest of licences. However, we assume that your counter party is as intelligent and well advised as you are. If so, it will require confirmation of some

6. The Licence of the Bears Set

This is the most important paragraph in the agreement because it records the essence of

7. Terms of sub-licences

The most important protection for the licensor is in the drafting and consistent use of the sub-licences granted by your licensee. They should be standard and inflexible, so far as possible - easy for products sold via the Internet

Other terms could be included here by way of definition or restriction on the terms of a sub-

8. Protection of Bears Set

When you grant the licence, you specify exactly what it covers.

We now mention the last sub-paragraph. It is an absolute defence to a defamation claim that

9. Third party infringement

It is not only your licensee who may cause problems for you. Infringements leading to litigation are

10. Confidential Information

We have included this paragraph because a business has so many secrets

11. Publicity / Announcements

This paragraph is largely to protect from

12. Miscellaneous matters

A number of special points. We have identified each of these as

Schedule 1 Publicity / Announcements

Attach press release.

End of Notes