Photograph licence agreement

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Schedule 1 Description of the [Bears Set] Schedule 2 Publicity / Announcements This agreement is dated: [date] And made between: [Brian Badger], of [full address] (■ ■ ■ " ■ ■ ■ "); ■ ■ ■ [Media Lens Limited], a company incorporated in New Zealand, [under company number [number] and whose [registered office / main = = = = = = = =] = = It is now agreed as follows: **Definitions** 1. "Confidential Information" means all information about the parties to this agreement, including any information which may --------It does not include information that is reasonably necessary to disclose to a customer or other person in the usual course of - - - - - - - - -.................... It includes among other things: data or information relating to product plans, marketing strategies, finance, operations, ■ ■ ■ It includes information about the Intellectual Property. "[Bears Set]" means a set of [[123] photographic images and [174] video clips of polar bears] taken by the Licensor in [= = = = = 2018] = = = = = 1 . "Intellectual Property" means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into

existence after today; and including, among

others, patents, trademarks, unregistered marks,

		designs, copyrights, software, know ,
"Licen	nce"	means the licence granted by Licensor to the Licensee in the terms of this ••••••.
Inter	rpretation	
In this	agreement unless the	e context otherwise requires,
2.1	•	ender shall include any or all genders and a ular may be interpreted •••••••••••••••••••••••••••••••••••
2.2	•	son includes a human individual, a corporate entity, ernmental authority
2.3	•	agraph or schedule is to a paragraph or schedule less the context • • • • • • • • • • • • • • • • • • •
2.4	-	paragraphs and schedules (if any) to this ted
2.5	an obligation not to a	ny party not to do or omit to do something includes allow some
2.6	a reference to the kn	owledge, information, belief or awareness
2.7		tioned in this

2.

	2.8	this agreement is made only in the English language. If there is any													
3.	Relationship of parties														
	3.1	Nothing in this agreement shall create a partnership,													
	3.2	Neither party shall have, nor represent that													
4.	. Entire agreement														
	4.1	This agreement contains the entire													
	4.2	No express or implied licence of the [
	4.3	Conditions, warranties or other terms implied by													
	4.4	Each party acknowledges that, in entering into this agreement,													
	4.5	As an exception to the last ••••••, ••••••													
		[Enter list = = =]													

J .	Lice	insor's representations as to the [Bears Set]
	The L	icensor = = = = = = = = = = = = = = = = :
	5.1	the Licensor is the owner of ••••• ••• ••• ••• ••• ••• ••• ••• ••
	5.2	use of the [Bears • • • •] • • • • • • • • • • • • • •
	5.3	there are no claims, pending • • • • • • • , • • • • • • • • • • •
	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 \$ [50,000], [receipt of • • • • • • • • • • • • • • • • • •
	6.3	So far as any goodwill is generated by
7.	Terr	ns of sub-licence
	7.1	So long as this Licence subsists, the Licensee may • • • • • • • • • • • • • • • • • • •
		7.1.1 the sub-licensee shall use it personally

	7.1.2 the sub-licence
	7.1.3 the [Bears Set] may
	;
	7.1.4 shall be granted in terms set out in a set of a set
	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
Pro	tection of the [Bears Set]
The L	cicensee agrees that it will:
8.1	not claim nor register any Intellectual Property right in ■ ■ ■ [■ ■ ■
8.2	[attach appropriately to every publication • • • • • • • • • • • • •
8.3	not remove any identification or reference
	[];
8.4	not publish any

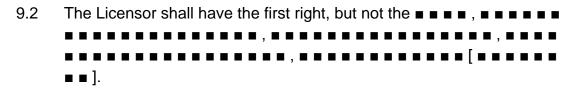
8.

8.4.1 denigrate the Licensor;

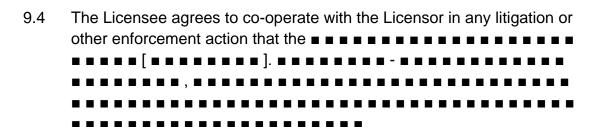
8.4.2 reduce the value of

9. Third party infringement

If either party becomes in any way aware of any

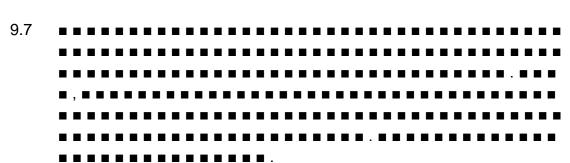


9.3	The Licensor must notify the Licensee within [28]
	,



9.5	All reasonable lawyers' fees and other expenses incurred by the Licensee in

9.6	The Licensee shall have the right to participate



9.8																												
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10. Confidential Information

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	10.6	•••••
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11.	Pub	licity / 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

10.1.3

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Misc	ellaneous matters	
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Signed by [Licensor name]

...................................

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: Description of the [Bears Set]

Schedule 2: Publicity / Announcements

Explanatory notes:

Photograph licence agreement

1.

2.

Paragraph specific notes

Definitions
You should first decide on the contents of the document, then return to check what definitions are needed and whether they really
The definition relating to the subject matter of the agreement requires particular care on your part. We have named your photographs set "Bears Set". You should now find and replace
By all means use the find/replace function in your word processor to change them. If you do change a defined term, make sure it
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

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-licence
	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 the [Bears Set]
	When you grant the licence, you specify exactly what it covers. This paragraph places restrictions on the licensee in many areas. We suggest that you
9.	Third party infringement
	It is not only your licensee who may cause problems for you. Infringements leading to litigation are
	,

Confidential Information

10.

	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 • • • • •
	,
Sche	dule 1 Description of the [Bears Set]
	It is = = = = = = = = = = = = = = = = = =
Sche	dule 2 Publicity / Announcements

End of notes

Delete if not required