Photograph licence agreement

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Schedule 1 Description of the [Bears Set] Schedule 2 Publicity / Announcements

This	agreement is dated [date]	
[Bria	n Badger], of [full address] (ı	" ");
regis	_	incorporated in England, [under company whose [registered office / main • • • • • • • • • • • • • • • • • • •
lt is ı	now agreed as follows:	
1.	Definitions	
	"Confidential Information"	means all information about the parties to this agreement, including any information which may give ••••••••••••••••••••••••••••••••••••
		It does not include information that it is reasonably necessary to disclose to a customer or other person in the usual course
		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 [
	"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, trade marks, unregistered marks, designs, copyrights, software, know-

		•••••••		
"Licence"		means the licence granted by Licensor to the Licensee in the terms of this I I I I I I I I I I I I I I I I I I		
Inter	pretation			
In this	agreement unless th ■ ■:	e context otherwise requires,		
2.1	•	ender shall include any or all genders and a pular 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		ny party not to do or omit to do something includes allow some		
2.6		nowledge, information, belief or awareness of any med to include the knowledge, information,		
2.7	all money sums mer	ntioned in this		

2.8

this agreement is made only in the English language. If there is any ■ ■

3.	Rel	Relationship of parties							
	3.1	Nothing in this agreement shall create a partnership,							
	3.2	Neither party shall have, nor represent that							
4.	Ent	ire 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 = = = = = = = = = = = = = = = = = = =							
5.	Lic	ensor's representations as to the [Bears Set]							
	The	Licensor • • • • • • • • • • • • • • • • • • •							

	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.	Tern	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 • • • • • • • • • • • • • • • • • • •

the Licensor is the owner of ••••••, •••••

	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 • • • • • • • • • • • • • • • • • •
Prot	tection of the [Bears Set]
The L	icensee 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
	8.4.1 denigrate the Licensor;

9. Third party infringement

9.1	If either party becomes in any way aware of any
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 the
9.5	All reasonable lawyers' fees and other expenses incurred by the Licensee in
9.6	The Licensee shall have the right to participate
9.7	The Licensee shall have no recourse against the Licensor arising out of the Licensor's handling of or decisions concerning
	•
9.8	

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10. Confidential Information

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	10.3	••••••
	OR	
	10.4	[5]
	10.5	
	10.6	
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

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11.3	
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Miso	cellaneous matters
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12.3	2018
12.4	
12.5	

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 It shall be deemed to have been delivered:
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12.10
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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]

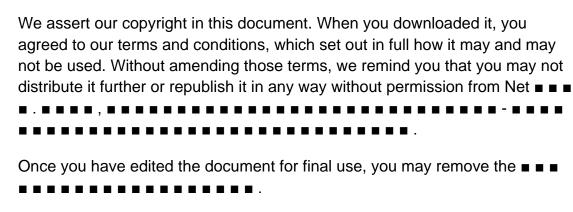
Schedule 2: Publicity / Announcements

Explanatory notes:

Photograph licence agreement

General notes

1. Recognition of our copyright in this document



2. Document review service

Please contact our support team at support@netlawman.co.uk for further information.

Paragraph specific notes

1. Definitions

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
Relationship of parties
We have no comment.
Entire agreement
This paragraph prevents a party from later saying he was relying on some other document or website or what was said. If
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
The Licence of the [Bears Set]
This is the most important paragraph in the agreement because it records the essence of
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-

4.

5.

6.

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
	We now mention the last sub-paragraph. According to Defamation Act 2013, it is an
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 •••••

	Rights of Third Parties Act - • • • • • • • • • • • • • • • • • •
Sched	dule 1 Description of the [Bears Set]
	It is — — — — — — — — — — — — — — — .

Schedule 2 Publicity / Announcements

Delete if not required

End of notes