AGREEMENT OF LICENSE TO USE VIDEO CLIP

This Agreement of License to Use Video Clip (the “Agreement”) is made and effective [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Owner"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [LICENSEE NAME]** (the "Licensee"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

WHEREAS, the Owner is the holder of the copyright to certain motion picture film footage identified herein and Licensee is the creator and owner of a certain site on the World Wide Web who wishes to integrate the Video Clips of Owner into said Website.

**RECITALS**

1. Owner represents and warrants to the Licensee that it is the sole and exclusive owner of certain Video Clips which are described in Annexure “A” attached hereto and made a part hereof (hereinafter referred to as the “Video Clips”).
2. Owner represents and warrants that it has registered and obtained a registration certificate from the [COUNTRY] Copyright Office with respect to the Video Clips and that the registration numbers applicable to such Video Clips are as set forth in Annexure “A.”
3. Licensee maintains a site located at [ADDRESS] which is accessible through the World Wide Web.
4. Licensee would like to obtain a licence to integrate the Video Clips into its Website, and Owner wishes to grant Licensee such a licence subject to the terms and conditions set forth in this Agreement.
5. Owner represents and warrants that it has full and unrestricted power and authority to enter into this Agreement and to grant Licensee the licence to use the Video Clips as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties, and for other good and valuable consideration, each intending to be legally bound hereby, do promise and agree as follows:

**1 GRANT OF LICENSE**

* 1. Owner hereby grants to the Licensee, the non-exclusive right and licence to use the Video Clips, or any portion of the Video Clips, in connection with the Licensee’s Website.
	2. The licence granted hereunder shall be a non-exclusive, worldwide, royalty-free (subject only to the one-time licencing fee set forth herein) right to use the Video Clips, subject to the terms and conditions set forth herein.
	3. The term of this licence shall be perpetual unless terminated pursuant to the terms hereof.
	4. The licence granted herein shall be limited to the right to integrate the Video Clips into the Website of the Licensee. The licensee shall have no right to offer the Video Clips for sale or otherwise distribute, publish, grant any sub-licenses, sell, rent, convey, offer for download or otherwise exploit the Video Clips. The licensee shall not be permitted to create any derivative works based upon the Video Clips.
	5. The licensee shall be permitted to use portions, and not the entire Video Clips, in connection with its Website without violating any rights of the Owner hereunder. The licence granted herein includes the right to synchronise and integrate the Video Clips into the Licensee’s Website design and include the Video Clips in connection with Flash presentations, applets, page loads, online video presentations, and any other use that integrates the Video Clips into the design of the Licensee’s Website.
	6. It is acknowledged and agrees by the Owner that users who access the Licensee’s Website will be permitted to see the Video Clips upon accessing the Licensee’s Website and that such access by users shall be permitted pursuant to the terms hereof. It is further acknowledged by the Owner that the Licensee cannot prevent users from violating the copyrights and other proprietary rights of the Owner and that Licensee is not responsible for the infringing acts of users. Owner holds Licensee harmless from and against any acts of the users that may infringe upon the rights of the Owner, including but not limited to actions based upon contributory infringements or any theory based upon the Licensee providing users with the means and facilities through which copyright or other proprietary rights infringement may take place.
	7. The licence granted herein includes the right to adapt the Video Clips to an appropriate file format for access through the World Wide Web.
	8. Owner hereby grants to the Licensee the right to use the name of the Owner and the composer and artists involved in the Video Clips in connection with its Website. Owner represents and warrants that it has the full right and permission to grant such licences and permissions from all such individuals.
1. **COMPENSATION FOR LICENSE**
	1. In consideration of the licence granted herein, the licensee agrees to pay a one-time licence fee to the Owner in an amount equal to [AMOUNT] (“License Fee”).
	2. Such licence Fee shall be due and payable in full within [NUMBER] days following the execution of this Agreement. Once the Licence Fee has been paid in full, the right to use the Video Clips pursuant to this Agreement shall begin.
2. **TERM OF LICENSE**
	1. This licence Agreement shall be effective upon execution by both parties; provided, however, that the Licensee’s right to use the Video Clips shall not commence until the licence Fee as set forth above is paid in full.
	2. The licence granted hereunder to use the Video Clips within the scope and terms set forth herein shall be perpetual but may be terminated by the Owner upon a breach hereof by the Licensee.
	3. The owner shall have the right to terminate this Agreement and the licence granted herein upon written notice to the Licensee upon the occurrence of the following events:
		1. The licensee makes any use of the Video Clips beyond the scope of the licence granted herein.
		2. The licensee files a petition in bankruptcy, or an involuntary bankruptcy petition is filed against Licensee, Licensee is adjudicated to be insolvent, Licensee makes an assignment for the benefit of creditors, Licensee discontinues its business, or if a receiver is appointed over Licensee’s business and is not discharged within [NUMBER] days following appointment.
		3. The licensee assigns or attempts to assign this licence Agreement in violation of the terms hereof.
		4. The licensee engages in any activity which infringes upon any trademark, copyright, patent, or any other proprietary right of the Owner.
	4. Upon any termination of this Agreement, Licensee shall cease and desist from all use of the Video Clips and shall immediately remove the Video Clips from its Website.
3. **REPRESENTATIONS AND WARRANTIES**

The owner makes the following representations and warranties to the Licensee, which representations and warranties shall apply during the term of this Agreement and shall continue to apply following the terminations of this Agreement. The owner shall indemnify and hold the Licensee harmless from and against matters that arise relating to the representations and warranties of the Owner made herein.

* 1. Licensor (the Owner) is the sole and exclusive owner of the Video Clips and the copyrights and other proprietary rights contained therein.
	2. The Video Clips do not infringe upon or violate the copyrights, trademarks, patents, or other proprietary rights of any other party.
	3. The owner has the unrestricted right and power to enter into this Agreement and to licence the Video Clips to the Licensee as provided herein.
	4. There are no other agreements, court orders or the provision of any law or administrative rule that interfere with the Owner’s right to licence the Video Clips hereunder.
	5. Owner has obtained all necessary consents, permissions, licences and other documents from recording companies, composers, musicians, musician unions or other labour unions, copyright owners and others with an interest in the Video Clips or who performed on the Video Clips, at Owner’s sole cost and expense and will indemnify and hold Licensee harmless from and against any and all claims, suits, threats, demands, actions and causes of action brought directly or indirectly by any of these parties.
1. **COPYRIGHT NOTICES/RETAINED RIGHTS**
	1. The licensee shall place on its website a notice of copyright relative to the Video Clips and credits to the actors and artists performing in the Video Clips. Such copyright notice shall be included on each page of the Website that includes the Video Clips as the sound component of such page.
	2. Owner shall retain the copyright to the Video Clips and all right, title and interest in and to the Video Clips, including the right to publish, distribute, publicly perform, modify, enhance, change and improve, and all other exclusive rights of the copyright owner, except only for the right of licence granted to Licensee hereunder.
	3. Licensee hereby agrees to and acknowledges the rights retained by the Owner hereunder and acknowledges that the Owner shall retain all exclusive rights of the owner and holder of a copyright. Licensee agrees that it shall not challenge or dispute any of Owner’s exclusive rights or right, title and interest in and to the Video Clips or the copyrights thereof.
	4. The owner shall have the sole right to pursue any party that infringes upon the Owner’s Copyright or other proprietary rights in and to the Video Clips and shall shoulder all expenses of prosecuting such infringement actions against third parties.
2. **RESPONSIBILITY FOR WEBSITE**

The licensee shall be solely responsible for the content of its Website and for assuring compliance of such site with applicable laws. The licensee shall hold Owner harmless from and against any and all claims related to the content of the Licensee’s Website.

1. **MISCELLANEOUS PROVISIONS**

* 1. **Notices**

Any notification or written communication required by or considered under the terms of this Agreement shall be in writing and shall deemed to be delivered if transmitted via Email at the Email addresses listed below, except for any notice of termination of this Agreement which shall be in writing and sent by Certified Mail, Return Receipt Requested and shall be deemed to have been delivered [NUMBER] business days after the date of mailing. Email addresses for such notices shall be:

Owner: [CONTACT DETAILS/ E MAIL]

Licensee: [CONTACT DETAILS/ E MAIL]

* 1. **No Assignment**

Neither this Agreement nor any right, interest, duty or obligation hereunder may be assigned by the parties hereto.

* 1. **Governing law**

In interpreting the terms of this Agreement, the parties agree that the laws of the [COUNTRY] shall be applicable. All suits permitted to be brought in any court shall be located in [COUNTRY].

* 1. **Entire agreement**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this Agreement. This Agreement may be changed, modified or amended only in a written agreement that is duly executed by authorised representatives of the parties. If any provision hereof is deemed to be illegal or unenforceable by a court of competent jurisdiction, this Agreement shall be enforceable without reference to the unenforceable provision. No party’s waiver of any breach or accommodation to the other party shall be deemed to be a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

OWNER LICENSEE

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Authorised Signature Authorised Signature

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Print Name and Title Print Name and Title

**ANNEXURE A**

**VIDEO CLIP**