

naomi korn

ASSOCIATES

Naomi Korn Associates Template Copyright Agreement

Instructions: This form has been created by Naomi Korn Associates (www.naomikorn.com) in order to assist cultural heritage organisation's seek a transfer of copyright or permission to reproduce items they have acquired into their collections and/or items they are planning to acquire and/or items already forming part of their collections. With subtle changes to wording, it can also be adapted to suit other content that they wish to reproduce. Highlighted areas on this form should be amended to suit specific circumstances and requirements. The Naomi Korn Associates logo in the header should be replaced when this form is used.

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Version 2.0 October 2018

This Agreement dated [day] day of [month] [year] and made between;

1.	[Name] (hereafter "the Licensor") of [Address]; and
2.	The Board of Governors of [Address] the "Organisation"

The Organisation is pleased to [be acquiring/have acquired] the "Item(s)" for the Organisation's collections:

[PLEASE LIST ITEMS HERE INCLUDING TITLES, CREATORS DETAILS AND ITEM REFERENCE NUMBER]

This Agreement is designed to establish who owns the copyright, database right, design right and rights of a similar nature of copyright "the Rights" in the Item(s) and to confirm how and in what ways the Organisation can use the Item(s).

If you are able to assign or licence the Rights to the Organisation you will assist us in helping to make the Item(s) publically accessible to the widest possible audience, whilst reducing the costs and overheads of requesting permission on a case by case basis. This Agreement supersedes any other agreement made between the Organisation and the Licensor relating to the Rights.

If you have any questions about this Agreement, please contact [Person Name] on [xxxx]. When completed, please return this Agreement to [insert departmental contact's name and address]

Copyright Agreement – If you are the Licensor / representative, tick either A or B

A. Assignment of rights to the Organisation

In consideration of the Organisation providing a credit in the manner described below where reasonably practical, the Licensor (either as owner of the Rights or as an authorised agent for the owner of the Rights) assigns to the Organisation all Rights in the Items(s). The Licensor understands that they may still make use of the Items for their own non-commercial portfolio and/or website uses. The Licensor agrees to do all things which may be necessary to give effect to this Agreement. This assignment is for the full term during which such Rights and any renewals or extensions of them shall exist in the Item(s).

If you are the author of the Item(s) or an authorised agent for author of the Item(s), please tick here if you allow the Organisation to crop the Item(s) and overlay text in a way the Organisation deems sympathetic to the Item(s)

Please tick here if you agree to assign the Organisation all Rights in the Item(s) which the Organisation may acquire in the future.

B. Copyright Licence

The Licensor (either as owner of the Rights or as an authorised agent for the owner of the Rights) grants the Organisation a perpetual, worldwide, non-exclusive, royalty free, irrevocable licence to reproduce the Items with the attribution statement below throughout the world and in any medium, for the uses outlined below (the "Permitted Uses"): Please select as many boxes from the list below:

PLEASE AMEND REQUIRED USES TO SUIT REQUIREMENTS

- on any of the Organisation's websites
- on social media sites, whether created now or in the future, including but not restricted to Facebook, Twitter, Pinterest etc.
- for all the Organisation's educational and non-commercial purposes
- in the Organisation's marketing, press and promotional material
- in the Organisation's commercial publications, or in association with a commercial publisher, in printed and digital form for sale throughout the world
- on Organisation branded or co-branded commercial prints, products and merchandise for sale throughout the world
- to crop the Item(s) and/or incorporation into other works in a way the Organisation deems sympathetic to the Item(s)
- Please tick here if you agree to grant the Organisation a licence to use the Item(s) under the same terms as above for any Item(s) which the Organisation may acquire in which you own the rights in the future.

Credit

How would the Licensor like to be credited?

Warranties

By signing this agreement I/we warrant and undertake to the Organisation that:

- the Licensor is the legal owner of the Rights contained within the Item(s) and/or is entitled to grant to the Organisation the Rights under Option A or B free from any encumbrances, charges, options and licences;
- the Item(s) in themselves do not constitute an infringement of any third party's copyright or other intellectual property rights; and
- the exercise by the Organisation of the Rights licensed in this Agreement will not infringe the rights of any third party.
- I/we are not aware of any third parties who might be entitled to prevent the Organisation from exploiting the Rights licensed under Clauses A or B

Indemnity

The Licensor agrees to indemnify the Organisation against any losses, damages, costs and expenses that the Organisations may suffer as a result of any breach of warranty or the grant of the Licence under this Agreement.

Authorisation

This Copyright Agreement shall be governed by and is subject to English and Welsh law and the parties agree to accept the exclusive jurisdiction of the Courts of England and Wales.

Signed by:.....Name: Date:

For and on behalf of the Licensor

Signed by:Name:Date:.....

For and on behalf of The Board of Governors of xxxxx

May we release your contact details to enquirers? Please note that these details will be stored in compliance with the Data Protection Act 2018 and will only be used for the purposes of contacting the Licensor to seek copyright permission?

Yes/ No



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