

SCREEN ARCHIVE SOUTH EAST

(Formerly: South East Film & Video Archive)

Licence Agreement

between the Copyright Holder of Moving Image Material and the University of Brighton for the use of this Material by Screen Archive South East within Publicly Accessible Online Resources and Related Digital Resources.

The Agreement is made this date: _____

BETWEEN

1. full name and address of the Copyright Holder

name: _____

address: _____

tel: _____ e-mail: _____

AND

2. University of Brighton, of which the Screen Archive South East ("SASE") is a part (Screen Archive South East, University of Brighton, Grand Parade, Brighton, BN2 0JY).

WHEREAS

- (A) The Copyright Holder, as owner of the Material, has deposited this Material in the SASE collection and grants the University and SASE a non-exclusive, royalty-free licence to use the Material as specified in clause 3;
- (A) The resultant electronic resources created by SASE will be the property of University of Brighton and SASE. The copyright and other intellectual property rights in such resources (excluding the Material) will belong to University of Brighton and SASE.

1. Definitions

1.1 In this Agreement certain words and expressions shall have the following meaning:

Copyright Holder the legal owner of the Material who may also be the Donor/Depositor of the Material with SASE

Electronic Resources online, publicly accessible, electronic resources available through the internet and off-line digital resources such as DVDs

Material the original moving images materials including film, videotape, digital tapes & disks

SASE the Screen Archive South East [SASE] is the regional public sector moving image archive serving the local authorities of Brighton & Hove, East Sussex, Kent, Medway, Surrey and West Sussex. SASE is part of the University of Brighton and its conservation centre and its collection are housed within the West Sussex Record Office at Chichester. SASE undertakes its work in partnership with the local authorities identified above.

Surrogate the digital reproduction of the Material for use as stills and/or clips

Third Party any person or body that is not a party to this Agreement

2. Licence / Assignment

- 2.1 The Copyright Holder hereby grants to the University of Brighton and/or SASE a non-exclusive, indefinite, royalty-free licence for the non-commercial use of the Material in a Surrogate form, and related data on the Material, within electronic resources and on accompanying DVDs or similar off-line electronic resources, on the terms set out in this Agreement.
- 2.2 The Copyright Holder grants to the University of Brighton and/or SASE a non-exclusive, perpetual, royalty-free licence to place the Material in a Surrogate form and related data on similar electronic databases created and managed by trusted, colleague organisations.

The Material (either title(s) or name of the collection):

3. Grant

- 3.1 The Copyright Holder hereby grants to the University of Brighton and/or SASE the following non-exclusive rights:
- 3.1.1 the right to convert and/or to arrange the conversion of the Material into machine readable format (Surrogates) for inclusion into electronic resources, either under SASE's control or approved by SASE;
 - 3.1.1 the right to permit online users to browse, display, search for, retrieve and print images from the electronic resources for any private, research or educational use;
 - 3.1.1 the right to include data about their Material and themselves in the electronic resources (see 3.2 below);
 - 3.1.1 the right to prepare and publish indexes to the Material;
 - 3.1.1 the right to reproduce the Material in promotional materials;
 - 3.1.1 the right to use the same material within off-line electronic resources such as not-for-profit DVDs for public use;
 - 3.1.1 the right to electronically store, translate, copy and archive the Surrogate to ensure its future preservation and access.
- 3.2 The data for inclusion in such electronic resources will be of a general nature related to the production of the Material, the individuals involved and its historical context. It will *not* refer to any sensitive personal data as defined by the Data Protection Act of 1998 (such as current address, telephone number or e-mail address; racial or ethnic origin; political opinions; religious or other beliefs; trade union membership; health, physical or mental; sex life; offences, committed or allegedly committed; or, details of proceedings for offences) unless agreed otherwise in writing.

4. The Period of Agreement

- 4.1 This agreement shall take effect from the date of this agreement and shall continue for the life of the copyright term unless terminated in accordance with 6.1.

5. Copyright

- 5.1 the University of Brighton and SASE acknowledge that no transfer of ownership of copyright for the Material is conveyed by this agreement and will acknowledge the copyright status of the Material, and will ensure that such information is displayed prominently on the electronic resources.
- 5.2 The Surrogates and the electronic resources will be the copyright of the University of Brighton, SASE and, when relevant, its partners.

6. Breach

6.1 The Copyright Holder shall have the right at any time to give notice in writing to University of Brighton and/or SASE to terminate this Agreement if it commits a material breach of any of the terms of this Agreement and, in the case of a breach capable of being remedied, fails to remedy such breach within sixty days of being requested by the Copyright Holder in writing to do so.

7. Warranty and Indemnity

The Copyright Holder warrants that:

- 7.1 he/she owns all of the various intellectual property rights embodied in the Material;
- 7.2 the exercise by University of Brighton and SASE of the rights in the Material licensed to it under this Agreement will not infringe the rights of any Third Party;
- 7.3 he/she agrees to indemnify and hold harmless the University of Brighton and SASE against any loss that it may suffer as a consequence of a breach of the warranties contained in clause 7.1 and 7.2 above.

8. Entirety

8.1 This Agreement constitutes the entire agreement between the parties, and no modifications or amendment shall be binding on any party unless it is agreed in writing and signed by all parties.

9. Governing Law

9.1 This Agreement shall be governed by and interpreted in all respects under the laws of England and Wales and shall be subject to the jurisdiction of the courts of England and Wales.

The Parties have caused this Agreement to be executed on the day and year that it has been signed by all Parties in two (2) counterparts, each Party retaining one (1).

For and on behalf of the Copyright Holder

Signature: _____
Print name: _____
Date: _____

For and on behalf of University of Brighton / SASE

Signature: _____
Print name: _____
Date: _____