



## DELIVERING STRATEGIC SOLUTIONS ACCA'S 2000 ANNUAL MEETING

### COPYRIGHT LICENSE FORM

Dear [NAME]:

This letter outlines the agreement between [Name of Licensor] ("Licensor") and [Name of Agency] ("Agency"), as agent for its client, [Name of Advertiser] ("Advertiser") for use of the [description] (the "Licensed Property") upon the terms and conditions set forth below. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant Of Rights. Licensor grants to Advertiser a non-exclusive license to use the Licensed Property in connection with the promotion of Advertiser's "[name]" campaign ("the Promotion"). The Licensed Property may be used on: (i) print materials, including without limitation, book covers, print advertisements and point-of-sale materials, with "point-of-sale" including music stores, schools, sports venues, retail outlets that sell Client's products, and any other consumer point-of-sale venue; (ii) and advertising materials of any type to be used and distributed on the Internet (collectively "the Materials"). Use of the Materials may take place anywhere in the United States, provided that any Internet use may take place worldwide.
2. Term. The term of this Agreement ("Term") shall commence as [date] and shall continue until [date].
3. Pay or Play. Neither Agency nor Advertiser shall be obligated to make any use whatsoever of the Licensed Property. Licensor waives all rights of approval of Advertiser's use of the Licensed Property.
4. Ownership. Licensor agrees that Advertiser shall be the sole owner of the Materials and other materials produced hereunder, except for the copyright in the Licensed Property.
5. Representations/Warranties. Licensor warrants and represent that:
  - a. it is the holder of the exclusive worldwide licensing rights to the Licensed Property;
  - b. it has the legal right, power and authority to enter into this agreement, and to grant all of the rights to use the Licensed Property;
  - c. there are and will be no agreements or understandings that may restrict or prevent Licensor from granting the rights herein; and
  - d. it agrees to defend and indemnify and hold Advertiser and Agency and each of their respective directors, agents, licensees, employees, successors and permitted assigns, harmless from and against any and all claims, liability, loss, expense or damages (whether arising by contract, tort or statute), including but not limited to reasonable attorney's fees, that may result from any breach by Licensor of the warranty and representations made by Licensor in this paragraph.
6. Advertiser's Representations/Warranties. Advertiser warrants and represents that:

- a. it has obtained or shall obtain any other rights, permissions and clearances necessary to execute the Promotion;
- b. it shall not use the Licensed Property for any purpose or in any manner other than as expressly authorized herein; and
- c. it agrees to defend, indemnify and hold harmless Licensor and Licensor's employees, agents, successors and permitted assigns harmless from and against any and all claims, liability, loss, expense or damages (whether arising by contract, tort or statute), including but not limited to reasonable attorney's fees, arising out of the production and execution of the Promotion.

7. Applicable Law. This Agreement and all matters and issues collateral thereto shall be governed by the substantive laws of the State of \_\_\_\_\_, without regard to its conflicts of laws rules. The parties agree and consent that jurisdiction and venue of all matters relating to this Agreement shall be vested exclusively in the federal, state and local courts within the State of \_\_\_\_\_.

8. Severability; Entire Agreement. If any part of this Agreement is found to be in violation of any law or is found to be otherwise legally defective, this Agreement shall be construed and interpreted without reference to such part. This Agreement is the complete and exclusive statement of the terms of the agreement between Agency and Supplier with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral. No modification, rescission or waiver of this Agreement shall be valid unless in writing and signed by the parties hereto.

9. Agency Relationship. Agency enters into this Agreement as agent for Advertiser, and not as principal. All rights, benefits, privileges and properties vested in Agency pursuant to this Agreement are vested in Agency for the benefit of Advertiser. All obligations, liabilities and duties imposed by this Agreement are imposed upon Agency as agent for a disclosed principal and not as principal.

10. Modifications/Amendments. This Agreement shall not be modified, amended, canceled or in any way altered, nor may it be modified by custom and usage of trade or course of dealing, except by an instrument in writing and signed by both parties. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration so long as the same shall be in writing and executed by the parties hereto.

If the foregoing correctly expresses our agreement, kindly sign and return the enclosed copies of this letter.

Very truly yours,

AGENCY NAME

As agent for its Client, ADVERTISER NAME

By:

Title:

Date:

AGREED & ACCEPTED:

LICENSOR

By:

Title:

Date:

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