

THIS IS A DRAFT AGREEMENT BETWEEN

Science Photo Library Limited, whose principal place of business is at 327-329 Harrow Road, Maida Hill, London W9 3RB, United Kingdom ('Agency') and

DRAFT FOR INFORMATION ONLY

IT IS NOW AGREED

1 Appointment

- 1.1 Contributor grants Agency the exclusive Right to market and sell the Work in all countries of the world by issuing Licences to third parties.
- 1.2 Agency may appoint members of its Commercial Network as sub-agents to this Agreement, to issue Licences on Agency's behalf.

2 Consideration

- 2.1 In consideration for Contributor appointing Agency under this Agreement, Agency agrees to pay Contributor a share of all Net Revenues. Payments shall be made as defined in Schedule A below.

3 Copyright, Moral Rights and Notices

- 3.1 In entering into this Agreement it is understood that Contributor makes no offer of assignment of copyright.
- 3.2 Contributor waives all moral rights against Agency, members of Agency's Commercial Network and against the Licencees.
- 3.3 Agency will make it a term of its Licences that Licencees will print the following credit or copyright notice where it is usual in the trade for such credits to be printed:

CREDIT: [CONTRIBUTOR]/SCIENCE PHOTO LIBRARY

4 Duration

- 4.1 This Agreement shall come into force on the date of signature, or the later of the two dates if they are different.
- 4.2 This Agreement shall continue for an initial period of five years, after which it shall be automatically renewed each year on the anniversary of coming into force.
- 4.3 Either party may terminate this Agreement after the end of the initial period provided they give no less than six months' notice in writing of their intent to terminate this Agreement

5 Definitions

5.1 Certain words or phrases shall have specific meanings in the Agreement, and these are defined below.

5.1.1 'Agreement' shall mean the whole of this agreement with any schedules or appendices.

5.1.2 'Work' shall mean the images submitted by Contributor to Agency. These images may be stills or motion clips or sound files and may have been submitted electronically or embodied on any form of physical medium.

5.1.3 'Right' shall mean the right to exploit the Work by all means and in all media. This exploitation shall include but not be limited to:

5.1.3.1 reproduction in any form

5.1.3.2 public display of the Work

5.1.3.3 rental or lending of the Work

5.1.3.4 inclusion of the Work in broadcasts or in cable programme services.

5.1.4 'Licence' shall mean licences granted to third parties authorising them to exploit all or some of the Rights.

5.1.5 'Licensee' shall mean any person to whom Agency grants Licences.

5.1.6 'Commercial Network' shall mean any person in any country of the world who enter into commercial agreements with Agency under which they are granted authority to issue Licences.

5.1.7 'Net Revenue' shall mean the sums received by Agency from the issuing of Licences in connection with the Work. These sums may be from Licensees directly or by any member of the Commercial Network. These sums are net of VAT or of any similar tax.

6 Warranties and Undertakings

6.1 Contributor represents that they own or control, and will continue to own or control, the Rights in the Work.

6.2 Contributor represents that the Work is original, and that the Work does not and will not infringe any rights of any third party.

6.3 Contributor shall promptly notify Agency if it ceases to own or control the Rights in the Work.

6.4 Agency undertakes to use its reasonable commercial endeavours in the ordinary course of its business during the duration of this Agreement to:

6.4.1 promote the grant of Licences; and

6.4.2 to collect sums arising in connection with the Licences; and

6.4.3 to maintain a complete and accurate record of the Work.

6.5 Contributor undertakes not to give any images identical or similar to the Work to any other picture library or agency during the term of this Agreement.

7 Legal Procedures

7.1 Contributor grants Agency the right to bring legal action in its own name and at Agency's sole discretion to recover unpaid fees from Licensees.

7.2 Subject to securing Contributor's consent, Agency may bring legal proceedings in its own name to enforce or protect the Rights. Contributor agrees that the costs of taking such an action shall be reimbursed to Agency from any financial award granted by the courts. Any sum remaining shall be shared between Contributor and Agency as if it were Net Revenue.

8 Force Majeure

8.1 Unless otherwise provided for in this Agreement, no default or breach shall be deemed to occur resulting from an event of force majeure.

8.2 Events of force majeure include, but are not limited to: war, riot, acts of terrorism, fire, flood, act of any Government or similar authority, strikes or labour disputes, or similar events that are unavoidable and beyond a party's reasonable control.

9 Governing Law

9.1 This Agreement shall be construed and enforced in English under English Law. The parties submit to the jurisdiction of the English courts

10 Miscellaneous

10.1 Nothing in this Agreement shall constitute a partnership between the parties here.

10.2 This Agreement may be varied only by agreement in writing signed by duly qualified and authorised representatives of both parties.

10.3 If any provision of this Agreement becomes unlawful or unenforceable, then that provision shall be treated as modified to such extent as may be necessary to make it lawful and/or enforceable. The validity, legality and enforceability of any of the remaining provisions shall not be affected by this modification

IN WITNESS OF THIS AGREEMENT BOTH PARTIES HAVE SIGNED

For the Contributor

For the Agency

Name:

Name:

Date:

Date:

Schedule A – Payment

Agency shall pay Contributor 50% of Net Revenue subject to the following:

1. Payment shall be made in United Kingdom Pounds by electronic transfer to Contributor's nominated account.
2. Payment shall be made within 14 days of the first day of March, June, September and December each year, provided that the sum in the Contributor's payment account exceeds £100 at the time. Unpaid funds shall be carried over to the next payment period.
3. Agency reserves the right to settle accounts of less than £100 at Agency's sole discretion.
4. At the time of payment, a statement of sales will be sent to Contributor as a digital file.