

THIS AGREEMENT is made on

PARTIES

- (1) _____ in _____ under number _____
whose registered office is at
(**You/Your**); and
- (2) STAFFORDSHIRE WILDLIFE TRUST, a charity with registered number 259558
whose registered office is at The Wolseley Centre, Wolseley Bridge, Stafford
ST170WT (**We/Our/Us**)
- (3) **THE ROYAL SOCIETY OF WILDLIFE TRUSTS**, a charity with registered number
207238 of The Wildlife Trusts, The Kiln, Waterside, Mather Road, Newark,
Nottinghamshire, NG24 1WT (**We/Our/Us**)

(each of You and Us being a party and together You and Us are the **parties**).

BACKGROUND:

- A You have agreed to grant us a licence to use your Work in accordance with the terms of this Agreement.

THE PARTIES AGREE:

1 Definitions and interpretation

- 1.1 In this Agreement:

Permitted Acts means to use, copy, reproduce, publish, sell, distribute, market, promote, store, print, broadcast, edit, modify or adapt or otherwise exploit – examples of Permitted Acts are set out in the Schedule;

Rights means all current, vested and contingent rights of copyright subsisting in the Work;

Work means the library of wildlife images belonging to You to be given to Us on an ongoing basis until this agreement is terminated.

2 Grant of Licence

- 2.1 In consideration of our undertakings and obligations under this Agreement and subject to the terms and conditions of this Agreement, during the License Term (as defined below) You grant to Us free of charge a non-exclusive licence of the Rights to carry out the Permitted Acts in relation to the Work and we are authorised to sub-licence the Work to other wildlife trusts of our choice for similar use.

3 Our obligations

We shall:

- 3.1 send to You on Your reasonable request samples of the material in which the Work is incorporated.

4 Fees and payment—Royalties

- 4.1 We have no duty to account to You any royalty or other payment in respect of any income we receive from any Permitted Acts relating to the Works.

5 Warranties

5.1 You warrant and represents that:

- 5.1.1 the Work is Your original creation and that no substantial part of it has been copied from any other work or material;
- 5.1.2 You are the sole creator of the Work and the sole legal and beneficial owner of the Rights and have power to enter into this Agreement and to grant the licence as set out herein; and
- 5.1.3 the Work is not subject to any claims, proceedings, challenges or litigation (whether actual, pending or threatened) in relation to their ownership, use or validity and the exercise by the Licensee of the rights licensed to it under this Agreement will not infringe the rights (whether intellectual property rights or otherwise) of any third party.

5.2 You shall indemnify Us against all loss, damages and costs incurred by Us arising as a result of breach by the You of clause 6.1.

6 Term and termination

6.1 This Agreement shall commence on the date of signature and unless terminated earlier under this clause 6 shall continue in full force and effect unless and until terminated under this clause 6 (the **Licence Term).**

6.2 This Agreement may be terminated by either party giving a minimum of one month's notice in writing to the other party.

7 Entire agreement

7.1 The parties agree that this Agreement constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

7.2 Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.

8 Severance

If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

9 Third party rights

No one other than a party to this Agreement shall have any right to enforce any of its provisions.

10 Governing law

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

11 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

AGREED by the parties on the date set out at the head of this Agreement

SCHEDULE – EXAMPLES OF PERMITTED ACTS

Wildlife Trust publications including but not limited to, magazines, educational packs, interpretation boards, campaign booklets, websites and social media accounts for example, Facebook, Twitter, Instagram.

Educational work, including materials for schools, forest schools, youth groups, colleges and other educational groups.

Press, publicity, broadcast and social media about stories which highlight the work of The Wildlife Trusts and individual Trusts; or highlight campaigns with which they are involved.

Press & media credits: Whenever We offer one of Your images for publication (outside the network of Wildlife Trusts) to the press or media, We will make it clear that You must receive a name credit, and the picture is for once only use about a specific story related to the Wildlife Trusts. In the clear majority of cases a name credit is published, and We always do our best to ensure a credit is given, but We cannot absolutely guarantee this (for example, from time to time we supply the Press Association with images for Wildlife Trust stories. The Press Association always credit photographers, but they cannot provide a guarantee that the news outlets who buy their stories will always use them (However, it is a more than fair expectation that credits are used, and usually they are).

Broadcast Media, television and online & digital media: We will offer images for use in TV programmes, film or online and digital media. This will include the possibility that programmes will be repeated in future, or extracts of the programme will be used in series archive compilations. We always ask for a photographer credit, but in many cases because of their editorial style, programmes do not feature on screen credits. However, they can feature named people in the end credits of the programme, and this is what We would ask for. In the majority of cases a name credit is published, but We cannot guarantee this and We are under no duty to guarantee this to You.

Presentations: We might use Your image in slide shows and presentations (for example a presentation on wildlife given by a Wildlife Trust staff member or volunteer at a school assembly).

EXECUTED by [print name & sign]

ON DATE

EXECUTED by STAFFORDSHIRE
WILDLIFE TRUST



Julian Woolford

Duly authorised signatory

ON DATE

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