



department for  
**culture, media  
and sport**

# Reproduction Agreement - Print

May 2009

SAMPLE

improving  
the quality  
of life for all

# Reproduction Agreement - Print

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AGREEMENT NO.

**THIS DEED is made the**            **day of**            , **20**

**BETWEEN:**

THE SECRETARY OF STATE FOR CULTURE, MEDIA AND SPORT of  
2/4 Cockspur Street, London SW1Y 5DH, ("the Owner")

**and**

(Name of Licensee), of

(address) ("the Licensee")

SAMPLE



**IT IS AGREED** as follows:

1. In this Agreement headings used are for interpretation only and, unless the context otherwise requires, expressions defined in the Copyright, Designs and Patents Act 1988 (or as amended) shall have the same meanings as in that Act and the expressions in this section shall be defined as follows:

### **Definitions and Interpretation**

**“Fee”** - means the sum of [Insert fee or state “a peppercorn if demanded by the Owner” if no fee is required] payable by the Licensee to the Owner on the date of this Agreement.

**“Image”** - means the digital or physical reproduction of the original artistic work owned by the Owner and specified in the Reproduction Application Form as supplied to the Licensee by the Owner for the Purpose in accordance with the terms of this Agreement.

**“Inclusion Period”** - means:

- a) the period from and including the date of this Agreement until and including the expiry of the date of the Purpose which for the avoidance of doubt shall be the actual date of Publication or Website Publication of the Media Form containing the Image, and
- b) in the case of Permitted World Rights, shall be the period from and including the date of this Agreement until and including the date of the expiry of the term of years as indicated on the Reproduction Application Form.

**“Licensee”** - means the second named party to this Agreement and, where the context admits, includes any subsidiary, associated company, assignee, or distributor and any other person, firm or company deriving title through or under the Licensee.

**“Media Form”** - means the book, magazine, newspaper, film, programme broadcast, website or other media as is specified in the Reproduction Application Form but which for the avoidance of doubt includes and is limited to the Publication or Website Publication of the Media Form.

**“Owner”** - means the first named party to this Agreement and includes employees, agents and independent contractors engaged by the Owner.

**“Permitted World Rights”** - means, where expressly indicated and included in the Reproduction Application Form, the extended repeat reproduction rights in respect of the Image as are required for language and distribution of the Media Form in more than one country for the duration of the Inclusion Period and, for the avoidance of doubt, lack of such indication on the Reproduction Application Form shall mean the express exclusion of Permitted World Rights from this Agreement.

**“Publication”** - means, in the case of printed Media Form, the print-run of the specific edition or issue of the Media Form specified in the Reproduction Application Form and, in the case of Permitted World Rights, shall include the print run of the translated edition or issue of the Media Form.

**“Purpose”** - means, subject to Permitted World Rights, the one-off reproduction and incorporation of the Image in the Media Form as specified in the Reproduction Application Form on or around the date specified therein and shall not include any other publication or incorporation or reproduction whatsoever, and shall not include use on the front cover of the Media Form if not expressly specified in the Reproduction Application Form.

**“Reproduction Application Form”** - means the form annexed hereto as completed by the Licensee and as agreed by the Owner and forming part of this Agreement.

**“Rights”** - means, subject to any Permitted World Rights, the non-exclusive right by way of licence to use the Image solely for the Purpose and in accordance with the terms of this Agreement. All further releases or uses of the Image other than that for the Purpose, necessitate a new application to the Government Art Collection and payment of a further fee.

**“Third Party Consents”** - Means, without prejudice to **Clause 4.1**, such author or third party consents or permissions which the Owner has identified to the Licensee as relating to intellectual property rights (including but not limited to copyright) in the Image of which the Owner is actually aware as at or around the date of receipt of the Reproduction Application Form and which require the Licensee to obtain permission or consent prior to supply of the Image by the Owner for use by the Licensee for the Purpose pursuant to this Agreement.

**“Website Publication”** - means, in the case of a website or a non-printed Media Form to be published on a website, the digital online or offline publication of such Media Form for the duration of the Inclusion Period without alteration in the format and for the Purpose specified and permitted under this Agreement.

## **2. GRANT OF RIGHTS**

Subject to receipt by the Owner from the Licensee of

- a) the Fee; and
- b) copies of Third Party Consents;

the Owner grants the Rights to the Licensee.

## **3. THE OWNER'S OBLIGATIONS AND LIABILITIES - Supply of image**

**3.1.** The Owner covenants with the Licensee to use reasonable endeavours to despatch the Image to the Licensee within a reasonable time of receiving this Agreement signed by the Licensee.

**3.2.** The Owner shall identify to the Licensee the Third Party Consents as soon as practicable following receipt of the Reproduction Application Form but in so doing does not make any warranty or representation in respect of the extent of third party rights in the Image or its subject matter nor the extent of permissions or consents required for any use of the Image.

**3.3.** Subject to **clause 3.4** the Owner's liability for any type of loss suffered by the Licensee whether arising from breach of a duty in contract or tort or in any other way (including loss arising from the Owner's negligence or from claims by third parties) shall not exceed a sum equivalent to the amount of the Fee.

**3.4.** The Owner shall not be liable for any loss or damage suffered by the Licensee arising from the use of the Image by the Licensee whether permitted or not by this Agreement and in granting the licence under this Agreement the Owner makes no representation or warranty about the Image.

## **4. LICENSEE'S OBLIGATIONS**

The Licensee covenants with the Owner that:

### **4.1. Third Party Interests**

**4.1.1.** the Licensee shall obtain all permissions and consents as may be required to reproduce the Image for the Purpose including but not limited to the Third Party Consents and such other permissions and consents in respect of any author or third party copyright or other intellectual property rights or interests in the Image and in any matter or information comprising the subject matter of the Image; and

**4.1.2.** the Licensee shall not use or reproduce the Image in any way before obtaining all such permissions and consents; and;



**4.1.3.** where the Owner either owns the Image and/or copyright except moral rights in the same, or where the Owner is authorised by the copyright owner of the image to issue the Image for the Purpose, the Licensee shall not do any act restricted by the copyright in any original work reproduced in the image or in respect of which the Image is a reproduction or do any act which infringes any moral right.

#### **4.2. Return of Image**

**4.2.1.** immediately on completion of the Purpose and in any event (unless an extension of time has been agreed in writing between the parties) within 3 months of despatch to the Licensee the Licensee shall:

- a)** delete all digital storage, record and reproduction of the Image; and
- b)** where the Image is supplied to the Licensee as a physical reproduction or as a digital reproduction supplied on physical storage media, to return the Image and any storage method materials to the Owner at The Government Art Collection, Department for Culture, Media and Sport, 2/4 Cockspur Street, London SW1Y 5DH in as good a condition as it was when despatched by the Owner.

#### **4.3. Dealings**

**4.3.1.** the Licensee shall:

- a)** not assign or sub-licence the Rights.
- b)** not permit others to use the Image or any part of it or any reproduction of the Image or part of it except for the purpose of assisting the Licensee in carrying out the Purpose.
- c)** not use the Image or any part of it or any reproduction of the Image or any part of it except for the Purpose and in particular not to include the same in any excerpt or adaptation of the Media Form.
- d)** not reproduce the Image to a size which is the same as the original work in respect of which the Image is a reproduction or to a size on a website which is in excess of 72 dpi.
- e)** not crop, overprint, tint, manipulate, alter, superimpose with other material or in any way deface any part of the Image or subject the Image or its subject matter to any derogatory treatment without prior agreement of the Owner.
- f)** subject to **clause 4.3.1.g)** below ensure that the Image is accompanied by the name of the artist, the title and date of work, the name of any third party copyright holder in the Image or subject matter of the Image and the following "© Crown copyright: UK Government Art Collection" neatly and legibly printed or suitably credited on the appropriate part of the Media Form within which the Image is reproduced.
- g)** not use the Image for a Purpose which is a or is connected to a marketing purpose without obtaining the prior written consent of the Owner and shall agree the form of acknowledgement required for marketing purposes in advance of such use with the Owner.
- h)** notify the DCMS Press Office (Tel - 020 7211 6276 or 020 7211 6277, Fax - 020 7211 6270) prior to the use of the Image for the Purpose if the Media Form is a newspaper or a news reporting website or is published for press reporting purposes.

#### **5. LICENSEE'S LIABILITIES**

The Licensee shall be liable for and keep the Owner fully indemnified against all losses, actions, claims, proceedings, costs and damages (including any damages or compensation paid by the Owner on the advice of its legal advisers and after consultation with the Licensee to compromise or settle any claim) arising from or as a result of this Agreement including but not limited to any breach of this Agreement by the Licensee and any claim by a third party whether made against the Owner or the Licensee.

#### **6. DESPATCH AND RECEIPT**

**6.1.** For the purposes of **clause 3.1**, the date of despatch of the Image shall be the date on which according to the Owner's records the Image was despatched by the Owner and the date of receipt of the Agreement shall be the date on which according to the Owner's records the Agreement duly executed by the Licensee was received by the Owner.

**6.2.** The Image shall be deemed to have been received by the Licensee in satisfactory condition and in accordance with this Agreement unless the Licensee advises the Owner to the contrary forthwith upon receiving the Image and returns the Image to the Owner without use and with a description of the defect.

#### **7. SUPPLY OF COMPLIMENTARY COPY**

The Government Art Collection reserves the right to acquire free of charge, on demand, a viewing copy of (or in the case of a Website, access to) the finished Media Form.

#### **8. ACKNOWLEDGEMENT OF RECEIPT OF GUIDANCE NOTES**

The Licensee warrants that she/he has received (or located on the Government Art Collection website) and read a copy of the document called "How to Obtain Photographic Images of Works of Art in the Government Art Collection - Guidance Notes" which provides guidance on some of the provisions in this document, and that she/he has understood the same.

#### **9. GOVERNING LAW AND JURISDICTION**

This agreement is subject to English law and the exclusive jurisdiction of the English courts.

IN WITNESS OF WHICH THE PARTIES HAVE CAUSED THIS DEED TO BE EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVES as follows:

**EXECUTED AS A DEED  
FOR AND ON BEHALF OF THE OWNER**

Signed: .....  
Name / Position:

Signed: .....  
Name / Position:

**EXECUTED AS A DEED  
FOR AND ON BEHALF OF THE LICENSEE**

Signed: .....  
Name / Position:

**AND (IF LICENSEE IS A COMPANY)**

Name of Company:

Name / Position:

**OR (IF LICENSEE IS AN INDIVIDUAL)**

Signed: .....  
Name of Witness:

Address of Witness:

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April 2009