

COPYRIGHT LICENSING AGREEMENT

THIS IS AN AGREEMENT BETWEEN:

★[NAME, ABN, ACN or ARBN, if applicable]★

of ★[ADDRESS, TELEPHONE, FAX]★ (**Artist**)

AND

PASSER VULPES PRODUCTIONS, ABN 36 259 452 458

of PO BOX 1273, ST KILDA SOUTH (EMAIL: passervulpes@gmail.com) (**Licensee**)

BACKGROUND

- A. The Licensee is commissioning the Artist to create content for an Audio fiction podcast project
- B. The Artist is the absolute owner of the copyright in artworks they have created or creates (**Works**).
- C. The Licensee wishes to exercise the rights of a copyright owner on behalf of the Artist in relation to the Works.
- D. The Artist agrees to grant the Licensee a licence to reproduce and publish electronically (or any other form) the Works commissioned, as well as communicate the Works to the public under the terms of this agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions

1.1. In this agreement, unless the context requires otherwise:

Date of agreement means the date when this agreement has been signed by both parties.

Prohibited Purpose means any purpose specified in the Schedule.

Term means the period specified in the Schedule or, by default, the duration of copyright.

Territory means the geographical region specified in the Schedule or, by default, the world.

Use of the Works means the exercise of any of the exclusive rights of a copyright owner in relation to the Works.

Works means the artworks created by the Artist specified in the Schedule.

2. Licence

- 2.1. In consideration of the payments made to the Artist under this agreement, the Artist grants the Licensee an exclusive licence for the Use the Works for any purpose the Licensee deems appropriate except any Prohibited Purpose. This license shall revert to a non-exclusive license after a period of time advised in the Term.
- 2.2. The licence under clause 2.1 applies for the Term in the Territory.
- 2.3. The licence under clause 2.1 does not affect the Artist's right to reproduce any of the Works for the Artist's promotional materials, even if the licence is exclusive.
- 2.4. The Licensee acknowledges that the Artist owns and will continue to own all rights and interests in the Works, including the copyright in the Works.

3. Dealing with rights

- 3.1. The Licensee may not novate, assign or encumber any of its rights under this agreement. The Licensee may sub-licence the Licensee's rights under this agreement to a third party (**Sub-licensee**) provided that the Licensee ensures that the Sub-licensee complies with the terms of this agreement.
- 3.2. The Licensee will unconditionally indemnify and keep indemnified the Artist against all losses, liabilities, costs and expenses (including reasonable legal expenses as between solicitor and client) that the Artist incurs as a result of or in relation to the acts, omissions or negligence of any of the Licensee's Sub-licensees.

4. Attribution and alterations

- 4.1. The Licensee must identify the Artist in relation to any Use of the Works as the creator of the Works in the manner specified in the Schedule.
- 4.2. The Licensee must:
 - a comply with any restrictions on using and dealing with any Australian Aboriginal or Torres Strait Islander Cultural or Intellectual Property (**ICIP**) in the Works about which the Artist notifies the Licensee;
 - b not do or allow anything to be done that may denigrate or damage any ICIP in the Works, or help anyone else to do so; and
 - c if asked by the Artist do to so, use the Licensee's best efforts to make sure that the contribution of an Australian Indigenous community is acknowledged by including the notice of custodial interest specified in the Schedule in relation to any Use of the Works.
- 4.3. Nothing in this agreement transfers or excludes any applicable cultural rights in favour of Australian Indigenous people that may be implemented under Australian law.

5. Representations, warranties and indemnities

- 5.1. The Artist represents and warrants that the Artist:
 - a is the sole author of the Works, which are original to the Artist;
 - b owns or has been granted all rights and interests in the Works necessary to grant the licence to the Licensee under this agreement; and
 - c has the power and capacity to enter into this agreement and to perform the Artist's obligations under this agreement.
- 5.2. The Licensee represents and warrants that the Licensee:
 - a has the power and capacity to enter into this agreement and to perform the Licensee's obligations under this agreement;
 - b will promptly notify the Artist of any claim or suit arising out of or in relation to the Licensee's use of the Works, and the Licensee will defend any such claim at the Licensee's expense.
- 5.3. Each party will unconditionally indemnify and keep indemnified the other party against all losses, liabilities, costs and expenses (including reasonable legal expenses as between solicitor and client) that a party incurs as a result of or in relation to a breach of any of the other party's representations or warranties under this clause.

6. Payment

- 6.1. The Licensee must pay the Artist:
 - a AU\$*[AMOUNT]* within 14 days of the final acceptance of the commissioned works
- 6.2. The Licensee must pay a late fee of AU\$5 if payment is not received by the Artist as per the terms specified in 6.1.a

7. Goods and Services Tax

- 7.1. The parties agree that all amounts payable under this agreement are exclusive of Goods and Services Tax (**GST**).
- 7.2. If a party is liable to pay GST in respect of any good or service supplied under this agreement, that party will invoice the other party for the GST amount payable for the good or service and will ensure that the invoice is a GST compliant invoice.
- 7.3. The party who receives the GST compliant invoice must pay the amount of GST invoiced at the same time as the amount payable under this agreement.

8. Name, likeness, voice and biography

- 8.1. The Licensee may use and authorise others to use the Artist's name, approved likeness and approved biography in relation to the Use of the Works.

9. Termination

- 9.1. The Artist may terminate this agreement immediately by written notice to the Licensee if the Licensee:
- a is more than 14 calendar days late in making any payment under clause 6;
 - b goes beyond the scope of the licence granted in clause 2; or
 - c becomes insolvent, is declared bankrupt, has a liquidator appointed or goes into administration, voluntary or otherwise, or ceases to carry on business or threatens to do so
- 9.2. On termination or expiry of this agreement, the Licensee:
- a loses all the rights granted under this agreement. Clause 9.2.d is reserved;
 - b must, at the Licensee's expense, promptly return to the Artist any copy of the Works that the Licensee possesses or controls;
 - c must pay the Artist all amounts payable to the Artist under this agreement; and
 - d may sell any Item provided the Licensee pays royalties to the Artist under clause 6.

10. Disputes

- 10.1. If a dispute or disagreement arises between the parties in connection with this agreement (**Dispute**), neither party may start any litigation in relation to the Dispute until the parties have mediated the dispute according to the Arts Law Centre Mediation guidelines.

11. General provisions

- 11.1. The parties acknowledge that they are independent contractors and that nothing in this agreement creates any relationship of partnership or employment between the parties.
- 11.2. A notice required to be given under this agreement may be delivered by hand, email or sent by pre-paid post to the address of the party indicated at the top of this agreement. Notices are taken to have been served when received, or within 2 business days of having been sent, whichever occurs first.
- 11.3. Subject to clause 11.4, this agreement is the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to this subject matter is replaced by this agreement and has no further effect.
- 11.4. This agreement may only be modified by a written amendment signed by the parties.
- 11.5. This agreement is governed by the law in force in *[STATE OR TERRITORY OF RESIDENCE OF THE ARTIST]*. The parties submit to the jurisdiction of the courts of that State and any court competent to hear appeals from those courts.

EXECUTED AS AN AGREEMENT

Signed by the Artist:

Signature:

Name (PRINT):

Date:

Signed by the Licensee:

Signature:

Name (PRINT):

Date:

SCHEDULE 1

Prohibited Purpose	N/A
Term	Five (5) years Exclusive use, followed by Non-Exclusive use into perpetuity.
Territory	Worldwide
Works	Works commissioned from the Artist as part of the podcast project with current working title “Supernatural Sexuality with Doctor Seabrooke”
Credit	Author will be given voiced credit under preferred name at the end of all episodes containing commissioned work.