

Licensing Agreement – Impact Initiatives Australia

LICENSING AGREEMENT

BACKGROUND

- A Impact Initiatives Australia (**the Licensee**) presents and sponsors a film competition entitled 'Impact Film Challenge' for high school aged persons, which highlights issues affecting youth around the world.
- B Films entered into Impact Film Challenge may be screened by the Licensee at an event to award winners of the competition.
- C The persons producing the films to be entered into the Impact Film Challenge wish to licence copyright in the film to Impact Initiatives Australia for the purposes set out in this Licensing Agreement.
- D The Licensee has agreed to accept the film for entry into the Impact Film Challenge and to accept the licence for the Work.

1 Definitions and Interpretation

1.1 Definitions

The following definitions apply in this Agreement unless the context otherwise requires:

Agreement	means this licensing agreement.
Application	means an online or hard copy application submitted by the Licensor to the Licensee for inclusion in the Impact Film Festival, whereby the Licensor submits a film.
Commencement Date	means the date on which the Licensor submits a film for inclusion in the Impact Film Festival.
Licensee	means Impact Initiatives Australia Pty Ltd.
Licensor	means the person or persons entering into this Agreement with the Licensee, who owns is the absolute owner of the entire unencumbered copyright in the Work.
Work	means the film submitted for inclusion in Impact Film Festival by the Licensor.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (b) the singular includes the plural and vice versa;
- (c) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- (d) a reference to any gender includes all genders;
- (e) a reference to a clause or schedule is to a clause or schedule of this agreement;
- (f) the schedules form part of this agreement;
- (g) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions), as amended, novated, supplemented or replaced from time to time;
- (h) a reference to any party to this agreement, or any other document or arrangement, includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (i) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (j) where an expression is defined anywhere in this agreement it has the same meaning throughout; and
- (k) a reference to "dollars" or "\$" is to an amount in Australian currency.

1.3 Headings

In this agreement headings are for convenience of reference only and do not affect interpretation.

2 Commencement Date

This Agreement commences on the Commencement Date and shall continue until termination in accordance with the terms and conditions of this Agreement.

3 Licence

- 3.1 In consideration of the opportunity to enter Impact Film Festival, the Licensor grants to the Licensee an irrevocable, worldwide, perpetual, royalty-free, exclusive licence in respect of the whole of the Work to broadcast, reproduce, transmit, communicate, screen, display, distribute, and otherwise exploit the Work.

- 3.2 The Licensee shall be under no obligation to broadcast, reproduce, transmit, communicate, screen, display, distribute or otherwise exploit the Work.
- 3.3 No licence fee shall be applicable to this Agreement.

4 Acknowledgment

- 4.1 The Licensee acknowledges that copyright in the Works or any part of the Works is and remains the property of the Licensor and that the Works must only be used or dealt with by the Licensee as provided in this Agreement.
- 4.2 The Licensee must ensure that all copies of the Works printed, published, made, reproduced, or otherwise communicated to the public (including electronic material) by the Licensee bears the symbol © accompanied by the Licensor's name, and the year of first publication of the Work along with any other acknowledgment the Licensee may determine from time to time.
- 4.3 The Licensee must ensure that the Works are not subjected to any treatment which is prejudicial to the honour or reputation of the Licensor and do not infringe the moral rights of the author, or where the Licensor is a corporation, of the author of the Works.

5 Supply

In the event that the Work is selected for inclusion in any festival associated with Impact Film Challenge, the Licensor agrees to deliver a high-resolution digital copy of the Work to the Licensee.

6 Licensor's Warranty and Indemnity

- 6.1 The Licensor warrants that the use of any or all of the Work according to the terms and conditions of this Agreement will not result in the infringement of intellectual property rights of third parties.
- 6.2 The Licensor indemnifies the Licensee against any losses, costs, actions, claims, demands, expenses, judgments, court orders or other liabilities arising directly or indirectly out of or in connection with any claim made or threatened, whether by legal proceedings or otherwise occasioned by the Licensee in consequence of any breach by the Licensor of the warranty in clause 6.1.
- 6.3 The indemnity in clause 6.2 extends to include any claim against the Licensee by its customers in respect of any similar loss or injury and court fees and expenses of damages and costs and loss or injury suffered by compliance with an injunction ordered on the part of such customer.

7 Ownership of the Work

- 7.1 The Work remains the property of the Licensor. The Licensee must not mortgage, charge or encumber the Work whilst in its possession or otherwise.
- 7.2 The Licensee must keep and maintain the Work in safekeeping and the Licensee must not authorise or permit any use of the Work or any part of them by any other person or company, except in accordance with the terms of this Agreement.
- 7.3 The Licensee agrees that except as expressly provided under this Agreement, its use of the Work does not create in the Licensee any right, title or interest in the Work.
- 7.4 The Licensor grants the Licensee the right to edit, dub or otherwise alter the Work, and to couple and combine the Work with other material (including material taken from other work the subject of a licence agreement).
- 7.5 The Licensor grants to the Licensee the right to use biographical information of the Licensor and the likeness of persons appearing in the Work, but does not grant the Licensee to use Personal Information (as that term is defined in the *Privacy Act 1988*)

8 Limitation of Liability

To the extent permitted by law, the Licensee shall have no liability to the Licensor for special, incidental, indirect, or consequential damages, lost profits or anticipated profits, or lost revenues or anticipated revenues, however caused (including by negligence), in connection with this Agreement.

9 Termination

Either party may terminate this Agreement upon the happening of any of the following events:

- 9.1 if an insolvency event occurs; or
- 9.2 if the other party fails to comply with or observe any of the provisions of this Agreement and where that failure is capable of remedy the other party fails to remedy such a failure within 7 days of notice specifying the failure and requiring it to be remedied.

10 Consequences of Termination

In the event of termination for any reason all rights of the Licensee granted under this Agreement terminate immediately and the Licensee must immediately cease to use the Works in any manner whatsoever and must deliver up to the Licensor all copies of the Works in the possession, custody or control of the Licensee.

11 Amendment

This agreement may only be amended in writing, signed by the parties.

12 Waiver

- 12.1 The non-exercise of, or delay in exercising, any power or right of a party does not operate as a waiver of that power or right.
- 12.2 No single exercise of a power or right precludes any other or further exercise of it or the exercise of any other power or right.
- 12.3 A power or right may only be waived in writing, signed by the party to be bound by the waiver.

13 Liability of parties

If two or more parties are included within the same defined term in this agreement:

- (a) a liability of those persons under this agreement is a joint liability of all of them and a several liability of each of them;
- (b) a right given to those parties under this agreement is a right given severally to each of them; and
- (c) a representation, warranty or undertaking made by each of them is made by each of them in respect of itself.

14 Entire agreement

This agreement is the entire agreement of the parties on the subject matter. The only enforceable obligations and liabilities of the parties in relation to the subject matter are those that arise out of the provisions contained in this agreement. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this agreement.

15 Severability

Any provision in this agreement which is invalid or unenforceable in any jurisdiction:

- (a) is to be read down for the purposes of that jurisdiction if possible; or
- (b) if cannot be read down, is to be severed to the extent of the invalidity or unenforceability for the purposes of that jurisdiction,
- so as to be valid and enforceable in that jurisdiction.

16 Assignment

No party may assign or transfer any of its rights or obligations under this agreement without the prior consent in writing of all the other parties.

17 Further assurance

Each party must do all things, and must ensure that each of its employees and agents does all things reasonably required of it or them by notice from another party effectively to carry out and give full effect to this agreement and the rights and obligations of the parties under it.

18 Counterparts

This agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

19 Governing law

This agreement is governed by the law in force in Queensland.

20 Submission to jurisdiction

The parties submit to the non-exclusive jurisdiction of the courts of Queensland and any courts which may hear appeals from those courts in respect of any proceedings in connection with this agreement.

By checking the "I have read and accept the Licensing Agreement" clause in the digital Application, or signing below, Licensor accepts and agrees to comply with the foregoing terms and conditions.

If required, the Licensor's parent or legal guardian also accepts the terms and conditions of this Agreement.

Licensor Signature:

Licensor Name:

Date:

If Licensor is under 18 years of age:

Parent/Guardian Signature:

Parent/Guardian Name:
