

Licensing Agreement Archive Material from Dutch Footage

1. Basic Premises

1.1

The Netherlands Institute for Sound and Vision (hereinafter: Sound and Vision) manages an extensive body of audio-visual material, from collections established both on their own initiative and commissioned by a range of collectors, including the Dutch Public Broadcasting Companies.

1.2

'Dutch Footage' is the name of a special compilation from the Sound and Vision archive. Dutch Footage consists of a large body of clips which in some way are deemed representative of Dutch society, culture, history or other relevant themes. Up-to-date information on the contents of Dutch Footage can be found on the Sound and Vision website.

1.3

Parties wishing to draw from or utilize Dutch Footage material must be licensed by Sound and Vision. The document in question lays down all terms relevant to said license.

2. License

2.1

The terms of this license apply to any situation in which a party (hereafter referred to as: Licensee) wishing to use one or more items from Dutch Footage (hereafter referred to as the Material) via application through the Sound and Vision (hereafter referred to as Licensor) website files for a license authorizing use of said Material.

2.2

A licensing agreement between Licensee and Licensor will be validated by checking the relevant square on the website, thus indicating Licensee's acceptance of the terms.

2.3

Sound and Vision guarantees that in entering into said licensing agreement for Material managed on behalf of other archives as defined in Article 1.1 it is acting with the permission of collectors in question and is thereby authorized to legally represent said collector.

2.4

Sound and Vision indemnifies Licensee against all possible claims against collectors as described in Article 1.1 and/or any other party with intellectual property rights



claims to the Material with regards to implementation of or intent to implement the license by Licensee.

Sound and Vision liability, as stipulated in the previous sentence, is limited to direct damage to Licensee and will furthermore not exceed in amount the license fees as paid by Licensee.

The liability does not cover claims made in connection with performing rights as stipulated below in Article 2.6.

2.5

The indemnification described in Article 2.4 applies only if Licensee adheres strictly to the terms in the license. If Licensee acts in violation of or in conflict with the terms of the license, Licensee is fully liable for any and all damages resulting for Sound and Vision or other rights holders.

2.6

The license does not cover intellectual property rights related to music used in the Material. Agreements concerning such rights are in all cases the responsibility of the Licensee, who must seek agreement with Collective Rights Management organizations in their respective countries.

2.7

The license can apply to the following forms and sectors of publicity and/or reproduction:

- Broadcast: International/Domestic

To be interpreted as: use of the Material in any form whatsoever in a television broadcast.

- Advertising: International/Domestic

To be interpreted as: use of the Material in a context displaying or mentioning the promotion of a product or service, as well as enhancing or facilitating the sale of a product or service.

n.b. Sound and Vision has placed some Dutch Footage Material off-limits for Advertising licensing. Applicable restrictions are visible on the website.

- Corporate: Internal/External

To be interpreted as: use of the Material in a corporate film or comparable production, as long as said use cannot be interpreted as Advertising.

- New Media/Web: High res/Low res

To be interpreted as: the use of the Material on websites and all other current digital and/or electronic uses (together with forms of use to be developed in the future) which are not covered by Broadcast, Corporate or Advertising.

Licensee is required to indicate the desired option when filing the license application via the website. This will provide the basis for determining the payable fee.



2.8

The limits of power conferred on Licensor and Licensee pursuant to the Licensing Agreement relating to the Material:

- are solely related to Material requested via the website;
- are solely related to the form(s) and sectors for publicity and/or reproduction chosen by Licensee on the website from the options identified in Article 2.7;
- are not transferable, and therefore may be implemented solely by the Licensee or by third parties identified by name in the license application;
- are not exclusive, meaning that the same limits of power regarding the same Material may be freely assigned to parties other than the Licensee;
- are applicable solely during the agreed Licensing period as set out in Article 2.10.

2.9

In the order confirmation, sent to Licensee after completing payment for the Material requested from the Licensor, the following is specified:

- the name of the Licensor (Netherlands Institute for Sound and Vision);
- the name of the Licensee
- specification of the Material to be licensed
- specification of the intended use of the Material, as indicated by Licensee (see Article 2.7);
- the applicable license fee
- the licensing period
- any additional terms of agreement
- referral to the applicability of licensing terms in question

2.10

For all agreed forms of use, the licensing period shall be for 1 (one) year, with the exception of the “International Broadcast” option which carries a 10 (ten)-year licensing period.

2.11

Sound and Vision will in all instances release Material to Licensee only when licensing terms have been accepted and payment completed.

2.12

Sound and Vision retains the right to revoke a licensing agreement as deemed obligatory or necessary. Upon receipt of such a notice of revocation, the Licensee will immediately terminate use of said Material. Furthermore, Licensee will do everything possible to terminate use of the Material by potential third party end users, as set out in the agreement.

Should the revocation not be the result of Licensee evading or violating the terms in question, the Licensee will be offered either substitute material or monetary compensation. The amount of the compensation will, however, not exceed the amount paid by the Licensee and will cover only direct damage to Licensee.



3. Finances

3.1

The amount of the payable License fee will be displayed on the website when an order is placed.

3.2

The amount of the License fee is determined in proportion to:

- the quantity of Material to be used
- the form and sector where publicity and/or reproduction will take place, as indicated by Licensee on the website.

3.3

All applicable taxes and excise duties resulting from the signing of an agreement are to be paid by Licensee.

3.4

License fee payment should occur through use of a credit card (VISA or Master) or, for Dutch account holders only, IDEAL.

3.5

The rates listed in the Licensing Agreement are expressed in Euros and do not include VAT.

4. Access to and delivery of the licensed Material

4.1

After completion of payment, the Licensee will gain access to the licensed Material via a link sent by e-mail. The link allows Licensee to download said Material once. The Licensee bears sole responsibility for providing an operational internet connection.

If downloading of the Material is disrupted, or in the event of any other type of technical problem, the Licensee should contact the Customer Service at Sound and vision (+31 35 677 8035 / sales@beeldengeluid.nl)

5. Additional terms

5.1

In using the licensed Material, Licensee agrees to respect the personality rights of the producers as carefully and thoroughly as possible.

5.2

Alteration of the licensed Material is strictly forbidden, unless Licensee has obtained explicit permission from Licensor for said alteration prior to use of the Material.

5.3

Licensee is not permitted to use the Material in any way which can be construed as defamatory regarding persons or organizations featured in the Material.



DUTCH FOOTAGE

This is also relevant should the Material be used in Advertising (as set out in Article 2.7), and if said Material features a person or organization known to the public. Licensee should take proper steps to avoid direct association of the public figure with the advertised product or service, consequently avoiding the suggestion that the quality or effect of the advertised product has been endorsed by the person(s) or organization in question.

5.4

Licensee is deemed responsible for the safe storage of the electronically received Material, blocking access by unauthorized third parties to Material received by Licensee. The Material is to be deleted from all electronic storage media at the time of the Licensing Agreement's expiration or termination.

5.5

Should Sound and Vision determine that Material has been reproduced and/or publicized by or with cooperation of Licensee:

- without adherence to the terms outlined in the relevant Licensing Agreement; or as the case may be:
- without entering into a Licensing Agreement, in spite of provisions to this end calling for such action;

the concerned party responsible for disclosure or reproduction is liable for all costs and damages which fall to the Licensor as a result, with a minimum cost equaling double the standard licensing fee for reproduction or disclosure of said Material. The aforementioned has no bearing on compensation owed by the responsible party to those other than the Licensor.

5.6

The Licensing Agreement is subject to Dutch law.

Any conflicts developing from or caused by the Licensing Agreement and terms in question will come before the competent judge in Amsterdam.