



**Permission to Reproduce Images Application Form**

Tel: +44(0)1223 333107 Fax: +44(0)1223 339684 Email: repro@lib.cam.ac.uk

Licensee Name: (Block).....(Signature).....

Licensee's Address: (Block).....

.....Post Code.....

Licensee Company / Charity Number (if applicable): .....

VAT Registration Number (if applicable): .....

Licensee Contact Person / Phone / Email: .....

Licensed Image/s Purchased (Receipt No or proof of purchase) .....

New Image/s to be Purchased (Order No or Receipt No.) .....

Licensed Images to be reproduced in the Licensee Product titled: .....

Licensee Product Description: .....

Details of work/s or image/s to be reproduced (the "Licensed Image/s"):

1. Library Classmark .....

Title of work/image .....

Page/s or folio/s .....

2. Library Classmark .....

Title of work/image .....

Page/s or folio/s .....

3. Library Classmark .....

Title of work/image .....

Page/s or folio/s .....

4. Library Classmark .....

Title of work/image .....

Page/s or folio/s .....

5. Library Classmark .....

Title of work/image .....

Page/s or folio/s .....

Please attach an additional list of images to your hard copy or file if needed: (No pages).....

## 2. Print and/or Electronic Publication

Author: (Block).....

Title: (Block).....

Publisher: (Block).....

Print Run: .....500 1000 5000 10000 Other .....

Image size on page: .....Quarter Half Whole Double page spread Cover

Publication Date: .....Licence Period (Years) 2 5 Other .....

Resolution / Format for Ebook/Web: .....PDF 72dpi 150dpi HTML 72dpi

Academic Journal  Monograph  Print  Online  Other .....

Print book, UK or one country, one language, one edition

Print book, World, one language, one edition

Print book, World, multiple languages, one edition

Ebook, one language, one edition, no interactive features

Ebook one language, one edition, with interactive features

Ebook, World, multiple languages, one edition, no interactive features

Ebook, World, multiple languages, one edition, with interactive features

Magazine Commercial  Specialist magazine

Thesis/Dissertation, unpublished or non-commercial publication (for commercial publication, including publication in institutional digital repositories, please fill in the appropriate section above or in Other Digital Media)

Newspaper

Cover for book/CD/DVD, UK or one country

Cover for book/CD/DVD, World

## 3. Film/Broadcast Media

Title: (Block).....

Production Company/Commissioning Broadcaster: (Block).....

Release Date: .....Licence Period (Years) 5 10 Other .....

Television Programme, flash fee (10 seconds), UK or one country, unlimited transmissions 10 year licence

Television Programme, flash fee (10 seconds), World, unlimited transmissions 10 year licence

Film, flash fee (10 seconds), UK or one country, unlimited transmissions 10 year licence

Film, flash fee (10 seconds), World, unlimited transmissions 10 year licence

Tie-in product/s (e.g. streaming, accompanying book, please fill in appropriate section in Print and/or Electronic Publication or Other Digital Media):

Additional Use/Information supplied on separate pages. ....

..... (No of pages).....

## 4. Other Digital Media

Title: (Block).....

Producer/Web Host: (Block).....

Territory/Distribution/URL if applicable: (Block).....

Release Date: .....Licence Period (Years) 2 5 Other .....

**4. Other Digital Media** (Continued)

- Presentation/Lecture/PowerPoint if distributed electronically, e.g. upload on a-  restricted  unre -  
stricted  intranet  internet
- Website content  restricted  unrestricted  intranet  internet
- Resolution Web:  HTML  72dpi  Pixel Limit Size i.e 640 x 480 .....
- CD, World  Quantity .....  Region .....
- DVD (other than television programme or commercial film), World  Quantity .....
- Additional Use/Information supplied on separate pages (No of pages) .....

**5. Exhibition and Merchandise**

Exhibition Title: (Block).....

Institution: (Block).....

Exhibition Period (maximum 10 year licence per licence): .....

- Temporary exhibition
- Permanent exhibition
- Travelling exhibition  UK or one country  World multiple languages
- Admission charge  No  Yes Fee .....
- Panel / Banner Size .....  Quantity .....
- Panel / Banner Size .....  Quantity .....
- Catalogue / Posters Size .....  Quantity .....
- Merchandise Items .....  Quantity .....
- Merchandise Items .....  Quantity .....
- Merchandise Items .....  Quantity .....
- Image Use / Information supplied on separate pages covering e.g. panel/image sizes, print runs. cata-  
logues, electronic use, banners, invitations, merchandising etc. (No of pages attached).....

Application for

**1.  For assessment of potential reproduction in a Licensee Product (“Comps”)**

COMP IMAGE LICENCE TERMS AND CONDITIONS apply, including no grant of reproduction rights without further application. (please note 3.1-6 in IMAGE REPRODUCTION LICENCE TERMS AND CONDITIONS)

Estimated Licence Fee (excluding VAT): .....

**2.  The IMAGE REPRODUCTION LICENCE TERMS AND CONDITIONS APPLY. I have read the COMP IMAGE LICENCE / IMAGE REPRODUCTION LICENCE TERMS AND CONDITIONS (as applicable) set out below and accept them as binding to the exclusion of all other terms and conditions.**

I hereby authorise the Cambridge University Library to proceed with my permission request.

Signed: ..... Date: .....

Name: (Block).....

Title: (Block).....

**Comp Image Licence Agreement / Image Reproduction Licence Agreement**

Tel: +44(0)1223 333107 Fax: +44(0)1223 339684 Email: repro@lib.cam.ac.uk

SCHEDULE

TERMS AND CONDITIONS of the COMP IMAGE LICENCE / IMAGE REPRODUCTION LICENCE (as applicable) overleaf, this SCHEDULE and any specification or other document referred to or attached to the SCHEDULE shall together comprise the Agreement between the Cambridge University Library and the Licensee. Words defined in this SCHEDULE shall have the same meaning in the TERMS AND CONDITIONS.

Application Online Reference (if applicable): R .....

Licensee Name: (Block).....

Licensee's Address: (Block).....

.....Post Code.....

Licensee Company / Charity Number (if applicable): .....

VAT Registration Number (if applicable): .....

Licensee Contact Person / Phone / Email: .....

Licensed Image/s Purchased (Receipt No or proof of purchase) ..... Format and Resolution: .....

New Image/s Purchase (Order No or Receipt No.) ..... Format and Resolution: .....

Licensee Product Description: .....

Quantity of work/s or image/s to be reproduced as on attached Schedule (the "Licensed Image/s"): Quantity .....

- 
- Comp Image Licence (Licensed Image/s for assessment for potential reproduction or publication) – COMP IMAGE LICENCE TERMS AND CONDITIONS APPLY.
  - Image Reproduction Licence – IMAGE REPRODUCTION LICENCE TERMS AND CONDITIONS APPLY.

With the following rights gathered initially in the Licensee's Application Form and agreed to with the Licensee.

With the following Copyright clearances required: The Licensee must obtain and pay for all consents and clearances referred to in Clause 3 of the IMAGE REPRODUCTION TERMS AND CONDITIONS before using the Licensed Image/s

Agreed Licence Fee (excluding VAT): .....

Signed for and on behalf of the Licensee:

Signed for and on behalf of the Cambridge University Library:

Signed: .....

Signed: .....

Name: .....

Name: .....

Date: .....

Date: .....

**COMP IMAGE LICENCE / IMAGE REPRODUCTION LICENCE**  
**TERMS AND CONDITIONS**

**COMP IMAGE LICENCE**

**1. Applicability**

- 1.1 These Terms and Conditions together with any schedule or specification or other document referred to or attached to these Terms and Conditions shall together comprise the binding legal agreement (the 'Agreement') between the Chancellor, Masters and Scholars of the University of Cambridge acting through the Cambridge University Library of West Road, Cambridge, United Kingdom CB3 9DR (the "Library") and the Licensee. Words defined in these Terms and Conditions shall have the same meaning in any schedule or specification or other document referred to in or attached to these Terms and Conditions.

**2. Definitions**

- 2.1 The following terms, unless the context requires otherwise, have the following meanings:

**Licensed Image/s** means any still image, film or video footage, audio product, visual representation generated optically, electronically, digitally or by any other means, including any negatives, transparencies, film imprints, prints, original digital files, or any other product protected by copyright, trademark, patent or other intellectual property rights, which is licensed to the Licensee by the Library under the terms of this Agreement

**Licensee** means the person or entity acquiring a licence hereunder or, if there is a separate Purchaser, the person or entity specifically designated as the Licensee and set forth as such in this Agreement

**Licensee Product** means the product or service created by or on behalf of the Licensee that incorporates a reproduction of the Licensed Image/s in the product or service

**Purchaser** means an entity acquiring a licence hereunder on behalf of a third party Licensee.

**3. Grant of Comp Image Licence**

- 3.1 The Library grants to the Licensee a non-exclusive, non-sublicensable, non-transferable and non-assignable right to use the Licensed Image/s selected by the Licensee and any derivatives or copies thereof for internal evaluation to determine whether the Licensee intends to obtain a licence from the Library for reproduction of the Licensed Image/s. The supply of Licensed Image/s by the Library for the purposes of assessment of potential use in any Licensee Product does not confer any rights to reproduce the Licensed Image/s in any Licensee Product nor distribute or make the Licensed Image/s available for use or to the public in any media or form. The Library does not warrant that the Licensed Image/s used for Comp use may be available for licensing for the Licensee's intended purpose. Unless otherwise stated, the term of the Comp Image Licence is 60 days from the date of receipt or download. If the Licensee does not obtain an Image Reproduction Licence from the Library, upon expiry of the term of the Comp Image Licence, the Licensee must destroy all copies of the Licensed Image/s.
- 3.2 Copyright in the Licensed Image/s remains the property of the Library and the Library retains all rights not expressly granted by this Agreement.
- 3.3 Where the Purchaser is licensing the Licensed Image/s on behalf of a Licensee, the Purchaser hereby warrants that:
- 3.3.1 Purchaser is authorised to act as an agent on behalf of the Licensee and has full power and authority to bind the Licensee to this Agreement; and
- 3.3.2 if the Licensee subsequently disputes such power and authority, the Purchaser shall be bound and liable for any failure of the Licensee to comply with the terms of this Agreement. Nothing in this 3.3.2 shall serve to excuse the Purchaser's obligation to make payment of the Licence Fee.
- 3.4 If any payments due under these Terms and Conditions shall remain outstanding after the date on which they are stated to be due, the Library shall be entitled to charge interest on the amounts outstanding at a rate of 4 per cent above the base rate from time to time of Barclays plc, compounded monthly.
- 3.5 The Licence Fee is exclusive of VAT, which the Licensee shall be liable to pay as an additional amount at the rate and manner as prescribed by law. EU customers registered for VAT are required to quote their VAT registration number at the time of placing an order.
- 3.6 All amounts due under these Terms and Conditions shall be paid in full without any deduction or withholding other than as required by law and the Licensee shall not be entitled to assert any credit, set-off or counterclaim against the Library in order to justify withholding payment of any such amount in whole or in part.

#### **4. Warranty and Limitation of Liability**

- 4.1 The Library warrants that the Licensed Image/s will be free from defects in material and workmanship for 30 days from delivery. The Licensee sole remedy for a breach of this warranty is the replacement of the Licensed Image/s. Without prejudice to the remedy above, the Library shall not be liable for any loss or damage suffered by the Licensee or any third party arising from any alleged or actual defect in any Licensed Image/s.
- 4.2 To the extent permitted by law, the Library's aggregate liability to the Licensee for direct loss in contract, tort or otherwise arising in connection with the supply and use of the Licensed Image/s is limited for one incident or a series of incidents to the lesser of £1,000 or the total amount of the fees actually received by the Library from the Licensee.
- 4.3 In no circumstances shall the Library be liable to the Licensee for any loss of profits, revenue, goodwill, business opportunity or any indirect, consequential, financial or economic loss or damage, costs or expenses whether in contract, tort, negligence, breach of statutory duty or otherwise whatsoever or howsoever arising out of or in connection with the supply or use of the Licensed Image/s.
- 4.4 All terms, conditions, warranties, representations or guarantees whether express or implied by statute, common law or otherwise relating to delivery, description, performance, quality or fitness for purpose of the Licensed Image/s are hereby excluded.
- 4.5 The above exclusions shall apply to the fullest extent permissible at law but the Library does not exclude liability for death or personal injury caused by the negligence of the Library, its employees or agents or for fraudulent misrepresentation.

#### **5. Termination**

- 5.1 The Licence contained in this Agreement will terminate automatically without notice from the Library upon expiry of the 60 day Comp Image licence period or, if sooner, upon the Licensee failing to comply with any provision of this Agreement.
- 5.2 The Library may terminate this Agreement immediately by notice in writing to the Licensee if:
- 5.2.1 the Licensee being a company goes into receivership or liquidation (other than for the purposes of amalgamation or reconstruction) or becomes insolvent or makes any composition or arrangement with its creditors (other than as part of a solvent reorganisation); or
- 5.2.2 being a partnership or other unincorporated association is dissolved or being a natural person dies.

#### **6. Effect of Termination**

- 6.1 On termination of this Agreement, the permission and rights granted in 3.1 cease with immediate effect and the Licensee shall not use the Licensed Image/s in any way and shall either destroy any Licensed Image/s and derivatives or copies thereof or return the Licensed Image/s and all derivatives and copies to the Library.
- 6.2 On termination of this Agreement, the Museum shall be under no obligation to refund or return any payments made to the Library by the Licensee.

#### **7. Variations**

- 7.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

#### **8. Entire Agreement**

- 8.1 This Agreement (which expression includes COMP IMAGE LICENCE TERMS AND CONDITIONS, SCHEDULE and INVOICE and any other schedule or specification or other document referred to or attached to these TERMS AND CONDITIONS) shall supersede all other arrangements or agreements whether oral or in writing between the parties as to the subject matter of this Agreement.

#### **9. No Partnership or Agency**

- 9.1 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

#### **10. Severability**

10.1 If any provision of this Agreement shall be prohibited by or adjudged by a court to be unlawful, void or unenforceable, such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement.

**11. Waiver**

11.1 The Library's failure to exercise or enforce any rights it may have under this Agreement will not be deemed to preclude any right, relief or remedy available to it should it choose to exercise or enforce those rights.

**12. Rights of Third Parties**

12.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and nothing in this Agreement shall confer or purport to confer on or operate to give any third party any benefit or any right to enforce any term of this Agreement.

**13. Governing Law and Jurisdiction**

13.1 This Agreement (including without limitation non-contractual disputes or claims relating to this Agreement) shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.

**IMAGE REPRODUCTION LICENCE**

**1. Applicability**

1.1 These Terms and Conditions together with any schedule or specification or other document referred to or attached to these Terms and Conditions shall together comprise the binding legal agreement (the 'Agreement') between the Chancellor, Masters and Scholars of the University of Cambridge acting through the Cambridge University Library of West Road, Cambridge, United Kingdom CB3 9DR (the "Library") and the Licensee. Words defined in these Terms and Conditions shall have the same meaning in any schedule or specification or other document referred to in or attached to these Terms and Conditions.

**2. Definitions**

2.1 The following terms, unless the context requires otherwise, have the following meanings:

**Licensed Image/s** means any still image, film or video footage, audio product, visual representation generated optically, electronically, digitally or by any other means, including any negatives, transparencies, film imprints, prints, original digital files, or any other product protected by copyright, trademark, patent or other intellectual property rights, which is licensed to the Licensee by the Library under the terms of this Agreement

**Licensee** means the person or entity acquiring a licence hereunder or, if there is a separate Purchaser, the person or entity specifically designated as the Licensee and set forth as such in this Agreement

**Licensee Product** means the product or service created by or on behalf of the Licensee that incorporates a reproduction of the Licensed Image/s in the product or service

**Purchaser** means an entity acquiring a licence hereunder on behalf of a third party Licensee.

**3. Grant of Image Reproduction Licence**

3.1 Subject to the terms of this Agreement and in consideration of the Licence Fee and/or other valuable consideration, the Library grants to the Licensee for the duration of the Licence Period a non-exclusive licence to copy the Licensed Image/s for the purposes of reproducing the Licensed Image/s in the Licensee Product. For the avoidance of doubt, permission to reproduce the Licensed Image/s is strictly limited to the specific use/s detailed in this Agreement. All secondary reproductions, including but not limited to, reprints, subsequent editions, products related to the Licensee Product, offshoot productions, compilations, further series, renewal of Licence Period, or use of the Licensed Image/s other than for the specified purpose for which permission is granted necessitates a new application to the Library and payment of a further fee.

3.2 The Licensee agrees to provide one complimentary digital copy of the finished Licensee Product to the Library within two weeks of its publication or production, including in digital media full access to inspect the Licensee Product with all necessary passwords for the duration of the Licence Period.

3.3 If in its sole discretion the Library has waived the Licence Fee, the Licensee agrees to provide one complimentary digital copy of the finished Licensee Product to the Library together with a non-exclusive, royalty-free, irrevocable right and licence and necessary password/s if applicable for the Library and its

authorised users to use the Licensee Product for the full term of copyright and any renewals, extensions or revivals thereof.

- 3.4 Copyright in the Licensed Image/s remains the property of the Library.
- 3.5 Reproduction rights granted to the Licensee in this Agreement may not be assigned or transferred or loaned to any third party save for the Licensee license and/or transfer of ownership of the Licensee Product (but not any Licensed Image/s contained therein) as part of any distribution process as may be necessary or appropriate for the use specified in this Agreement. The Licensee shall ensure that any third party provider of the Licensee Product shall be bound by these Terms and Conditions.
- 3.6 Except where the Licensee is specifically notified that the Library has obtained the appropriate copyright release/s, the Library does not make or give any express or implied warranties that any rights to reproduce a work that is in copyright and is depicted in the Licensed Image/s have been granted nor does it purport to grant the same nor does it warrant that no third parties own rights in the work depicted therein. The Licensee must satisfy itself that all necessary permissions from the owner/s of such rights in any Licensed Image/s are obtained, and the Library provides no warranty or undertaking that any such rights, releases or consents are or will be obtained.
- 3.7 Except where the Licensee is specifically notified that the Library has obtained the appropriate model and/or property releases, the Library makes no claim or warranty with regard to the use by the Licensee of names, people, trademarks, registered or copyright designs or works of art depicted in any Licensed Image/s. The Licensee must satisfy itself that all necessary permissions from the owner/s of such rights in any Licensed Image/s are obtained, and the Library provides no warranty or undertaking that any such rights, releases or consents are or will be obtained.
- 3.8 Where the copyright holder or owner of the work depicted in the Licensed Image/s is known, the Licensee shall provide the Library with the copyright holder's or owner's written permission for use of work depicted in the Licensed Image/s.
- 3.9 Where the copyright holder or owner of the work depicted in the Licensed Image/s is not known and cannot be ascertained on reasonable enquiry, the Licensee agrees to clear all rights and pay all fees that may become due in respect of use of such third party material in the Licensee Product and to indemnify the Library in respect of all liabilities that may arise in relation to the Licensee's use of such material.
- 3.10 If any publication right as defined in the UK Copyright and Related Rights Regulations 1996 SI 1996/2967 or any analogous right in any part of the world arises in the Licensee's use of the Licensed Image/s, the Licensee hereby assigns all such right/s absolutely to the Library for the full term of such right/s.
- 3.11 Unless otherwise agreed in writing, Licensed Image/s may not be copied, stored or transmitted in electronic or other media, save where such is incidentally and wholly necessary to the process of production for incorporation of the Licensed Image/s in the Licensee Product as licensed. At the conclusion of such production, all intermediate copies of the Licensed Image/s must be destroyed or permanently deleted.
- 3.12 Where the Purchaser is licensing the Licensed Image/s on behalf of a Licensee, the Purchaser hereby warrants that:
  - 3.12.1 Purchaser is authorised to act as an agent on behalf of the Licensee and has full power and authority to bind the Licensee to this Agreement; and
  - 3.12.2 if the Licensee subsequently disputes such power and authority, the Purchaser shall be bound and liable for any failure of the Licensee to comply with the terms of this Agreement. Nothing in this 3.12.2 shall serve to excuse the Purchaser's obligation to make payment of the Licence Fee.

#### **4. Acknowledgement and Moral Rights**

- 4.1 Unless otherwise agreed in writing, if any Licensed Image/s is reproduced by the Licensee without the correct credit line specified by the Library, the Licensee will be charged an additional fee, which will be no less than the original Licence Fee.
- 4.2 The Licensee shall credit the Licensed Image/s incorporated in the Licensee Product as follows:  
**Reproduced by kind permission of the Syndics of Cambridge University Library**, or any other title or caption agreed with the Library and other rights holder/s (if applicable). If the Licensed Image/s are used in an audio/visual Licensee Product where a credit is customarily provided, credit shall be accorded, where technically practicable, in equal size and comparable placement to credit/s accorded to licensors of other similar licensed material.
- 4.3 The cropping or manipulation of Licensed Image/s is not allowed without the express permission of the Library, and any such alterations to the presentation of the Licensed Image/s must be acknowledged alongside the Licensed Image/s.

#### **5. Reproduction Rights Licence Fee and Payment**

- 5.1 After the Licence Fee has been agreed and an invoice issued, a firm and binding agreement is made, whereby the Library is committed to granting reproduction rights and the Licensee to acquire them. If after such invoicing but before payment, the Licensee requests cancellation of the reproduction licence the

Library may at its discretion cancel the Agreement subject to the Licensee paying a cancellation fee of 15 per cent of the Licence Fee.

- 5.2 The Licensee's right to reproduce Licensed Image/s arises only when the Cambridge University Library's invoice relating to the grant of such right is paid in full. Any reproduction before payment of the invoice constitutes an infringement of rights and a material breach of this Agreement rendering the Licensee liable for payment of damages.
- 5.3 Service fees may be charged to cover administrative costs and despatch of the Licensed Image/s. The Licensee shall pay for courier, express or any other special delivery arrangement requested.
- 5.4 The final Licence Fee, any applicable service fees and Licensee requested special delivery charges shall be stated on the invoice.
- 5.5 Unless otherwise agreed in writing the Library shall be paid the Licence Fee within 30 days of the date of the payable invoice.
- 5.6 If any payments due under these Terms and Conditions shall remain outstanding after the date on which they are stated to be due, the Library shall be entitled to charge interest on the amounts outstanding at a rate of 4 per cent above the base rate from time to time of Barclays plc, compounded monthly.
- 5.7 The Licence Fee is exclusive of VAT, which the Licensee shall be liable to pay as an additional amount at the rate and manner as prescribed by law. EU customers registered for VAT are required to quote their VAT registration number at the time of placing an order.
- 5.8 All amounts due under these Terms and Conditions shall be paid in full without any deduction or withholding other than as required by law and the Licensee shall not be entitled to assert any credit, set-off or counterclaim against the Library in order to justify withholding payment of any such amount in whole or in part.
- 5.9 The Library reserves the right to change PRICE GUIDE as published. Fees quoted by the Library are valid for 30 days.

## **6. Warranty and Limitation of Liability**

- 6.1 The Library warrants that the Licensed Image/s will be free from defects in material and workmanship for 30 days from delivery. The Licensee sole remedy for a breach of this warranty is the replacement of the Licensed Image/s. The Licensee should examine the Licensed Image/s for possible defects before reproducing the Licensed Image/s in the Licensee Product. Without prejudice to the remedy above, the Library shall not be liable for any loss or damage suffered by the Licensee or any third party arising from any alleged or actual defect in any Licensed Image/s or in any way from their reproduction.
- 6.2 The Licensee agrees to indemnify the Library in respect of all and any claims, damages, losses or costs arising in any manner howsoever from the reproduction of Licensed Image/s including, but not limited to, the Licensee's failure to obtain licences, consents, permissions or clearances as are necessary to reproduce the Licensed Image/s. Where the owner of rights in third party material is not known and cannot be ascertained on reasonable enquiry, the Licensee agrees to clear all rights and pay all fees that may become due in respect of use of such third party material in the Licensee Product and to indemnify the Library in respect of all liabilities that may arise in relation to the Licensee's use of such material.
- 6.3 To the extent permitted by law, the Library's aggregate liability to the Licensee for direct loss in contract, tort or otherwise arising in connection with the supply and use of the Licensed Image/s is limited for one incident or a series of incidents to the lesser of £1,000 or the total amount of the fees actually received by the Library from the Licensee.
- 6.4 In no circumstances shall the Library be liable to the Licensee for any loss of profits, revenue, goodwill, business opportunity or any indirect, consequential, financial or economic loss or damage, costs or expenses whether in contract, tort, negligence, breach of statutory duty or otherwise whatsoever or howsoever arising out of or in connection with the supply or use of the Licensed Image/s.
- 6.5 All terms, conditions, warranties, representations or guarantees whether express or implied by statute, common law or otherwise relating to delivery, description, performance, quality or fitness for purpose of the Licensed Image/s are hereby excluded.
- 6.6 The above exclusions shall apply to the fullest extent permissible at law but the Library does not exclude liability for death or personal injury caused by the negligence of the Library, its employees or agents or for fraudulent misrepresentation.

## **7. Termination**

- 7.1 Either party may terminate this Agreement if the other party is in breach of any of the terms of this Agreement and in case of a breach capable of remedy fails to remedy such breach within 14 days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it.

7.2 The Library may terminate this Agreement under these Terms and Conditions immediately by notice in writing to the Licensee if:

7.2.1 the Licensee being a company goes into receivership or liquidation (other than for the purposes of amalgamation or reconstruction) or becomes insolvent or makes any composition or arrangement with its creditors (other than as part of a solvent reorganisation); or

7.2.2 being a partnership or other unincorporated association is dissolved or being a natural person dies.

## **8. Effect of Termination.**

8.1 On termination of this Agreement, the permission and rights granted in 3.1 cease with immediate effect and the Licensee shall not use the Licensed Image/s in any way and shall either destroy any Licensed Image/s and derivatives or copies thereof or return the Licensed Image/s and all derivatives and copies to the Library.

8.2 Termination of this Agreement howsoever caused shall not affect:

8.2.1 the rights and obligations of both parties under this Agreement in the period up to termination;

8.2.2 the rights and obligations of both parties under this Agreement which by their nature are due to continue beyond such termination; and/or

8.2.3 the rights of the Library to recover any monies payable pursuant to Clause 5 or otherwise and the Library shall be under no obligation to refund or return any payments made to the Library by the Licensee.

## **9. Assignment**

9.1 Save for the exercise of reproduction rights in the Licensee Product granted in accordance with Clauses 3.1 and 3.5, the Licensee shall not be entitled to assign its rights and obligations under this Agreement without the prior written consent of the Library.

## **10. Variations**

10.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

## **11. Entire Agreement**

11.1 This Agreement (which expression includes IMAGE REPRODUCTION LICENCE TERMS AND CONDITIONS, SCHEDULE and INVOICE and any other schedule or specification or other document referred to or attached to these TERMS AND CONDITIONS) shall supersede all other arrangements or agreements whether oral or in writing between the parties as to the subject matter of this Agreement.

## **12. No Partnership or Agency**

12.1 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## **13. Force Majeure**

13.1 Neither party shall be liable for delay in performing or failure to perform obligations under this Agreement if the delay or failure results from events or circumstances outside its reasonable control, including, by way of example and without limitation, fires, floods, acts of terrorism, power failures or acts of any government or authority. Such delay or failure shall not constitute a breach of this Agreement and, if it continues for more than 30 days, either party may terminate this Agreement by notice in writing to the other in which event neither party shall be liable to the other by reason of such event or circumstance. Each party agrees to give the other immediate notice upon becoming aware of any such event or circumstance, such notice to contain full details of the event or circumstance.

## **14. Severability**

14.1 If any provision of this Agreement shall be prohibited by or adjudged by a court to be unlawful, void or unenforceable, such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement.

## **15. Waiver**

15.1 The Library's failure to exercise or enforce any rights it may have under this Agreement will not be deemed to preclude any right, relief or remedy available to it should it choose to exercise or enforce those rights.

## **16. Rights of Third Parties**

- 16.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and nothing in this Agreement shall confer or purport to confer on or operate to give any third party any benefit or any right to enforce any term of this Agreement.

**17. Notices**

- 17.1 Any notice to be given under this Agreement shall be in writing and shall be delivered by hand, sent by first class post or sent by facsimile to the address of the other party set out in this Agreement or sent by email to the email address of the other party (or such other address or email address as may have been notified) provided that in the case of notice served by facsimile or by email, such notice is confirmed by letter posted within 12 hours. Any such notice or other document shall be deemed to have been served:

if delivered by hand – at the time of delivery; if sent by post – upon the expiration of 2 business days after posting (in the UK) if the Licensee address is in the UK or 5 business days if outside the UK; and if sent by facsimile or by email – at 9.00am on the next business day after the facsimile or email was dispatched provided that:

(a) in the case of facsimile transmission, a transmission report is generated by the sender's fax machine recording a message from the recipient's fax machine, confirming that the fax was sent to that number and that all pages were successfully transmitted; and

(b) in the case of email transmission

(i) where a delivery receipt has been requested by the sender, that such delivery receipt has been received by the sender; or

(ii) where no delivery receipt has been requested by the sender, that no notification of non-delivery has been received by the sender.

**18. Governing Law and Jurisdiction**

- 18.1 This Agreement (including without limitation non-contractual disputes or claims relating to this Agreement) shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.

# IMAGE REPRODUCTION LICENCE TERMS AND CONDITIONS

## 1. **Applicability**

- 1.1 These Terms and Conditions together with any schedule or specification or other document referred to or attached to these Terms and Conditions shall together comprise the binding legal agreement (the ‘Agreement’) between the Chancellor, Masters and Scholars of the University of Cambridge acting through the Cambridge University Library of West Road, Cambridge, United Kingdom CB3 9DR (the “Library”) and the Licensee. Words defined in these Terms and Conditions shall have the same meaning in any schedule or specification or other document referred to in or attached to these Terms and Conditions.

## 2. **Definitions**

- 2.1 The following terms, unless the context requires otherwise, have the following meanings:

Licensed Image/s	means any still image, film or video footage, audio product, visual representation generated optically, electronically, digitally or by any other means, including any negatives, transparencies, film imprints, prints, original digital files, or any other product protected by copy right, trademark, patent or other intellectual property rights, which is licensed to the Licensee by the Library under the terms of this Agreement
Licensee	means the person or entity acquiring a licence hereunder or, if there is a separate Purchaser, the person or entity specifically designated as the Licensee and set forth as such in this Agreement
Licensee Product	means the product or service created by or on behalf of the Licensee that incorporates a reproduction of the Licensed Image/s in the product or service
Purchaser	means an entity acquiring a licence hereunder on behalf of a third party Licensee.

## 3. **Grant of Licence**

- 3.1 **Reproduction Licence.** Save for the supply of Licensed Image/s in 3.2, subject to the terms of this Agreement and in consideration of the Licence Fee and/or other valuable consideration, the Library grants to the Licensee for the duration of the Licence Period a non-exclusive licence to copy the Licensed Image/s for the purposes of reproducing the Licensed Image/s in the Licensee Product. For the avoidance of doubt, permission to reproduce the Licensed Image/s is strictly limited to the specific use/s detailed in this Agreement. All secondary reproductions, including but not limited to, reprints, subsequent editions, products related to the Licensee Product, offshoot productions, compilations, further series, renewal of Licence Period, or use of the Licensed Image/s other than for the specified purpose for which permission is granted necessitates a new application to the Library and payment of a further fee.

- 3.2 Comps Licence. The supply of Licensed Image/s by the Library for the purposes of assessment of potential use in any Licensee Product (“Comps”) does not confer any rights to reproduce the Licensed Image/s in any product or make the Licensed Image/s available to the public in any media or form nor does the supply of the Licensed Image/s imply the availability of these rights. Subject to the terms of this Agreement, in consideration of the Comps Licence Fee, the Library grant solely for internal evaluation to determine whether the Licensee intends to obtain an licence for reproduction of the Licensed Image/s. Unless otherwise stated, the term of the Comps licence is 60 days from the date of receipt or download. If the Licensee does not obtain a reproduction licence, upon expiry of the term of the Comps licence, the Licensee must destroy all copies of the Comps Licensed Image/s. If, at any time within the 60 day Comp licence period, the Comps Licensed Image/s are licensed for end use in a Licensee Product, the Comps Licence Fee will not be charged.
- 3.3 The Licensee agrees to provide one complimentary digital copy of the finished Licensee Product to the Library within two weeks of its publication or production, including in digital media full access to inspect the Licensee Product with all necessary passwords for the duration of the licence.
- 3.4 If in its sole discretion the Library has waived the Licence Fee, the Licensee agrees to provide one complimentary digital copy of the finished Licensee Product to the Library together with a non-exclusive, royalty-free, irrevocable right and licence and necessary password/s if applicable for the Library and its authorised users to use the Licensee Product for the full term of copyright and any renewals, extensions or revivals thereof.
- 3.5 **Copyright in the Licensed Image/s remains the property of the Library.**
- 3.6 Reproduction rights granted to the Licensee in this Agreement may not be assigned or transferred or loaned to any third party save for the Licensee license and/or transfer of ownership of the Licensee Product (but not any Licensed Image/s contained therein) as part of any distribution process as may be necessary or appropriate for the use specified in this Agreement. The Licensee shall ensure that any third party provider of the Licensee Product shall be bound by these Terms and Conditions.
- 3.7 Except where the Licensee is specifically notified that the Library has obtained the appropriate copyright release/s, the Library does not make or give any express or implied warranties that any rights to reproduce a work that is in copyright and is depicted in the Licensed Image/s have been granted nor does it purport to grant the same nor does it warrant that no third parties own rights in the work depicted therein. The Licensee must satisfy itself that that all necessary permissions from the owner/s of such rights in any Licensed Image/s are obtained, and the Library provides no warranty or undertaking that any such rights, releases or consents are or will be obtained.
- 3.8 Except where the Licensee is specifically notified that the Library has obtained the appropriate model and/or property releases, the Library makes no claim or warranty with regard to the use by the Licensee of names, people, trademarks, registered or copyright designs or works of art depicted in any Licensed Image/s. The Licensee must satisfy itself that that all necessary permissions from the owner/s of such rights in any Licensed Image/s are obtained, and the Library provides no warranty or undertaking that any such rights, releases or consents are or will be obtained.
- 3.9 Where the copyright holder or owner of the work depicted in the Licensed Image/s is known, the Licensee shall provide the Library with the copyright holder’s or owner’s written permission for use of work depicted in the Licensed Image/s.
- 3.10 Where the copyright holder or owner of the work depicted in the Licensed Image/s is not known and cannot be ascertained on reasonable enquiry, the Licensee agrees to clear all rights and pay all fees that may become due in respect of use of such third party material in the Licensee Product and to indemnify the Library in respect of all liabilities that may arise in relation to the Licensee’s use of such material.

- 3.11 If any publication right as defined in the UK Copyright and Related Rights Regulations 1996 SI 1996/2967 or any analogous right in any part of the world arises in the Licensee's use of the Licensed Image/s, the Licensee hereby assigns all such right/s absolutely to the Library for the full term of such right/s.
- 3.12 Unless otherwise agreed in writing, Licensed Image/s may not be copied, stored or transmitted in electronic or other media, save where such is incidentally and wholly necessary to the process of production for incorporation of the Licensed Image/s in the Licensee Product as licensed. At the conclusion of such production, all intermediate copies of the Licensed Image/s must be destroyed or permanently deleted.
- 3.13 Where the Purchaser is licensing the Licensed Image/s on behalf of a Licensee, the Purchaser hereby warrants that:
- 3.13.1 Purchaser is authorized to act as an agent on behalf of the Licensee and has full power and authority to bind the Licensee to this Agreement; and
- 3.13.2 if the Licensee subsequently disputes such power and authority, the Purchaser shall be bound and liable for any failure of the Licensee to comply with the terms of this Agreement. Nothing in this 3.13.2 shall serve to excuse the Purchaser's obligation to make payment of the Licence Fee.

#### **4. Acknowledgement and Moral Rights**

- 4.1 Unless otherwise agreed in writing, if any Licensed Image/s is reproduced by the Licensee without the correct credit line specified by the Library, the Licensee will be charged an additional fee, which will be no less than the original Licence Fee.
- 4.2 The Licensee shall credit the Licensed Image/s incorporated in the Licensee Product as follows: Reproduced by kind permission of the Syndics of Cambridge University Library, or any other title or caption agreed with the Library and other rights holder/s (if applicable). If the Licensed Image/s are used in an audio/visual Licensee Product where a credit is customarily provided, credit shall be accorded, where technically practicable, in equal size and comparable placement to credit/s accorded to licensors of other similar licensed material.
- 4.3 The cropping or manipulation of Licensed Image/s is not allowed without the express permission of the Library, and any such alterations to the presentation of the Licensed Image/s must be acknowledged alongside the Licensed Image/s.

#### **5. Reproduction Rights Licence Fee and Payment**

- 5.1 After the Licence Fee has been agreed and an invoice issued, a firm and binding agreement is made, whereby the Library is committed to granting reproduction rights and the Licensee to acquire them. If after such invoicing but before payment, the Licensee requests cancellation of the reproduction licence the Library may at its discretion cancel the Agreement subject to the Licensee paying a cancellation fee of 15 per cent of the Licence Fee.
- 5.2 The Licensee's right to reproduce Licensed Image/s arises only when the Cambridge University Library's invoice relating to the grant of such right is paid in full. Any reproduction before payment of the invoice constitutes an infringement of rights and a material breach of this Agreement rendering the Licensee liable for payment of damages.
- 5.3 Service fees may be charged to cover administrative costs and despatch of the Licensed Image/s. The Licensee shall pay for courier, express or any other special delivery arrangement requested.

- 5.4 The final Licence Fee, any applicable service fees and Licensee requested special delivery charges shall be stated on the invoice.
- 5.5 Unless otherwise agreed in writing the Library shall be paid the Licence Fee within 30 days of the date of the payable invoice.
- 5.6 If any payments due under these Terms and Conditions shall remain outstanding after the date on which they are stated to be due, the Library shall be entitled to charge interest on the amounts outstanding at a rate of 4 per cent above the base rate from time to time of Barclays plc, compounded monthly.
- 5.7 The Licence Fee is exclusive of VAT, which the Licensee shall be liable to pay as an additional amount at the rate and manner as prescribed by law. EU customers registered for VAT are required to quote their VAT registration number at the time of placing an order.
- 5.8 All amounts due under these Terms and Conditions shall be paid in full without any deduction or withholding other than as required by law and the Licensee shall not be entitled to assert any credit, set-off or counterclaim against the Library in order to justify withholding payment of any such amount in whole or in part.
- 5.9 The Library reserves the right to change PRICE GUIDE as published. Fees quoted by the Library are valid for 30 days.

## 6. **Warranty and Limitation of Liability**

- 6.1 The Library warrants that the Licensed Image/s will be free from defects in material and workmanship for 30 days from delivery. The Licensee sole remedy for a breach of this warranty is the replacement of the Licensed Image/s. The Licensee should examine the Licensed Image/s for possible defects before reproducing the Licensed Image/s in the Licensee Product. Without prejudice to the remedy above, the Library shall not be liable for any loss or damage suffered by the Licensee or any third party arising from any alleged or actual defect in any Licensed Image/s or in any way from their reproduction.
- 6.2 The Licensee agrees to indemnify the Library in respect of all and any claims, damages, losses or costs arising in any manner howsoever from the reproduction of Licensed Image/s including, but not limited to, the Licensee's failure to obtain licences, consents, permissions or clearances as are necessary to reproduce the Licensed Image/s. Where the owner of rights in third party material is not known and cannot be ascertained on reasonable enquiry, the Licensee agrees to clear all rights and pay all fees that may become due in respect of use of such third party material in the Licensee Product and to indemnify the Library in respect of all liabilities that may arise in relation to the Licensee's use of such material.
- 6.3 To the extent permitted by law, the Library's aggregate liability to the Licensee for direct loss in contract, tort or otherwise arising in connection with the supply and use of the Licensed Image/s is limited for one incident or a series of incidents to the lesser of £1,000 or the total amount of the fees actually received by the Library from the Licensee.
- 6.4 In no circumstances shall the Library be liable to the Licensee for any loss of profits, revenue, goodwill, business opportunity or any indirect, consequential, financial or economic loss or damage, costs or expenses whether in contract, tort, negligence, breach of statutory duty or otherwise whatsoever or howsoever arising out of or in connection with the supply or use of the Licensed Image/s.

- 6.5 All terms, conditions, warranties, representations or guarantees whether express or implied by statute, common law or otherwise relating to delivery, description, performance, quality or fitness for purpose of the Licensed Image/s are hereby excluded.
- 6.6 The above exclusions shall apply to the fullest extent permissible at law but the Library does not exclude liability for death or personal injury caused by the negligence of the Library, its employees or agents or for fraudulent misrepresentation.
7. **Termination**
- 7.1 Either party may terminate this Agreement if the other party is in breach of any of the terms of this Agreement and in case of a breach capable of remedy fails to remedy such breach within 14 days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it.
- 7.2 The Library may terminate this Agreement under these Terms and Conditions immediately by notice in writing to the Licensee if:
- 7.2.1 the Licensee being a company goes into receivership or liquidation (other than for the purposes of amalgamation or reconstruction) or becomes insolvent or makes any composition or arrangement with its creditors (other than as part of a solvent reorganisation); or
- 7.2.2 being a partnership or other unincorporated association is dissolved or being a natural person dies.
8. **Effect of Termination.**
- 8.1 On termination of this Agreement, the permission and rights granted in 3.1 or 3.2 as applicable cease with immediate effect.
- 8.2 Termination of this Agreement howsoever caused shall not affect:
- 8.2.1 the rights and obligations of both parties under this Agreement in the period up to termination;
- 8.2.2 the rights and obligations of both parties under this Agreement which by their nature are due to continue beyond such termination; and/or
- 8.2.3 the rights of the Library to recover any monies payable pursuant to Clause 5. or otherwise above.
- 8.3 On termination of this Agreement, the Museum shall be under no obligation to refund or return any payments made to the Library by the Licensee.
9. **Assignment**
- 9.1 Save for the exercise of reproduction rights in the Licensee Product granted in accordance with Clauses 3.1 and 3.6, the Licensee shall not be entitled to assign its rights and obligations under this Agreement without the prior written consent of the Library.
10. **Variations**
- 10.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.
11. **Entire Agreement**
- 11.1 This Agreement (which expression includes IMAGE REPRODUCTION LICENCE TERMS AND CONDITIONS, SCHEDULE and INVOICE and any other schedule or specification or other document referred to or attached to these Terms and Conditions) shall supersede all other arrangements or agreements whether oral or in writing between the parties as to the subject matter of this Agreement.

17. **Notices**

17.1 Any notice to be given under this Agreement shall be in writing and shall be delivered by hand, sent by first class post or sent by facsimile to the address of the other party set out in this Agreement or sent by email to the email address of the other party (or such other address or email address as may have been notified) provided that in the case of notice served by facsimile or by email, such notice is confirmed by letter posted within 12 hours. Any such notice or other document shall be deemed to have been served:

if delivered by hand – at the time of delivery; if sent by post – upon the expiration of 2 business days after posting (in the UK) if the Licensee address is in the UK or 5 business days if outside the UK; and if sent by facsimile or by email – at 9.00am on the next business day after the facsimile or email was dispatched provided that:

(a) in the case of facsimile transmission, a transmission report is generated by the sender's fax machine recording a message from the recipient's fax machine, confirming that the fax was sent to that number and that all pages were successfully transmitted; and

(b) in the case of email transmission

(i) where a delivery receipt has been requested by the sender, that such delivery receipt has been received by the sender; or

(ii) where no delivery receipt has been requested by the sender, that no notification of non-delivery has been received by the sender.

18. **Governing Law and Jurisdiction**

18.1 This Agreement (including without limitation non-contractual disputes or claims relating to this Agreement) shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.