



LICENCE AGREEMENT FOR USE OF MATERIALS

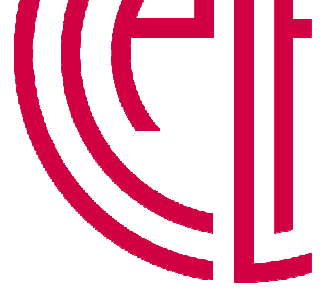
This form must be completed and signed by all parties who wish to obtain a licence for the use of any materials (including photographs, images, video recordings and documentation) (collectively, “Materials”) owned by the National Centre for the Performing Arts (“NCPA”).

When you have completed and signed the form, please return it to the NCPA at:

| | |
|-----------------|---|
| Courier | Marketing Department, National Centre for the Performing Arts, NCPA Marg, Nariman Point, Mumbai 400 021, Maharashtra, India |
| Fax | +91-(0)22-6622 3830 |
| Email ID | marketing@ncpamumbai.com |

REQUEST FORM FOR USE OF MATERIALS

| | | | |
|---|--|---------------|----------------------|
| Date of request | | | |
| Organisation making request (“Licensee”) | | | |
| Name of representative | | | |
| Designation of representative | | | |
| Contact No. | | | |
| Email ID | | | |
| Type of Materials requested | <input type="checkbox"/> Photography <input type="checkbox"/> Documentation <input type="checkbox"/> Video | | |
| Type of Use | <input type="checkbox"/> Commercial <input type="checkbox"/> Promotion of NCPA event by hirer / artist / producer <input type="checkbox"/> Archival <input type="checkbox"/> Media <input type="checkbox"/> Other:- <hr/> <p style="text-align: right;"><i>(please specify)</i></p> | | |
| Material(s) requested for (collectively, “the Licensed Materials”) | Title | Format | No. of copies |
| | 1. | | |
| | 2. | | |
| | 3. | | |
| | 4. | | |
| Credits | | | |



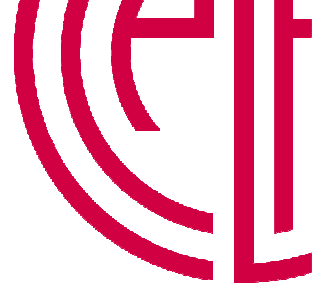
LICENCE AGREEMENT FOR USE OF MATERIALS

TERMS AND CONDITIONS

The Licensee, as identified in the duly completed Request Form for Use of Materials (“**the Form**”) wishes to obtain from NCPA, and NCPA wishes to supply to Licensee the Licensed Materials identified in the form, and in this connection the parties wish to enter into a licence agreement, on the terms and conditions set out herein (“**Agreement**”):-

1. GRANT OF LICENCE AND SUPPLY OF LICENSED MATERIALS

- 1.1 NCPA shall supply to Licensee a copy each of the Licensed Materials identified in the Form, and in this connection hereby grants to Licensee a non-exclusive, revocable licence to use the Licensed Materials, solely for the purposes specified in the Schedule annexed hereto.
- 1.2 The Licensee shall not be allowed to assign or sub-license its rights under this Agreement without the prior written consent of the Licensor, which consent may be given subject to such terms and conditions as the Licensor may at its sole and absolute discretion decide.
- 1.3 The Licensee acknowledges that all Licensed Materials supplied by NCPA pursuant to this Agreement together with all intellectual property rights (including without limitation the copyright in any translation or adaptation of any of them, and the right to apply for trade mark or other protection in respect of them) and all other rights in and associated with any of the Licensed Materials, are and shall be or remain the exclusive property of NCPA. In the event that any such rights at any time accrue to the Licensee by operation of law or howsoever otherwise, the Licensee will at the expense of NCPA forthwith on demand do all such acts and things and execute all such documents as NCPA shall deem necessary to vest such rights absolutely in NCPA.
- 1.4 Any use of the Licensed Materials should be tasteful and in keeping with the image of NCPA.
- 1.5 The Licensee shall not use any of NCPA’s logos, trademarks or other images in which intellectual property rights subsist on any publicity or other materials whatsoever, save where expressly permitted by NCPA in writing.
- 1.6 The Licensee shall not provide any Materials or copies thereof to any third parties, save where such provision falls within the scope of the permitted uses set out in the Schedule annexed hereto, unless prior written clearance is obtained from NCPA.
- 1.7 The Licensee shall not make any use (whether commercial or non-commercial) of the Licensed Materials supplied under this Agreement or any copies thereof, save as in accordance with the scope of the permitted uses set out in the Schedule annexed hereto, unless prior written clearance is obtained from NCPA. The Licensee shall comply with any instructions from NCPA regarding the use of any of the Licensed Materials.
- 1.8 Where the Licensed Materials are intended to be used in any publication, promotional material, film, television programme or other form of media, or is otherwise intended to be shown, circulate, provided or communicated to the public through any means (collectively, “**Publications**”), NCPA reserves the right to vet all Publications made before any use of the same by the Licensee, and where applicable, to approve the relevant storyboard and/or artwork. NCPA reserves the right, in its sole and absolute discretion, to revoke any licence granted in respect of any Licensed Materials, in the event that such Publications do not comply with any of the terms of this Agreement.



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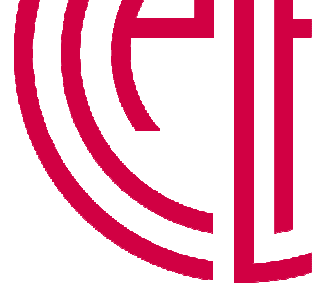
- 1.9 If requested by NCPA, the Licensee shall credit NCPA in the publication or screening of the Licensed Materials, or in the credits of the performance, or in such other form as is requested by NCPA.

2. REPRESENTATIONS AND WARRANTIES

- 2.1 The Licensee hereby represents and warrants that:
- 2.1.1 where applicable, it has obtained all necessary approvals, clearances and waivers from any performers, artistes, or other personnel involved in any events held by NCPA or at its premises, in connection with the use of the Licensed Materials by the Licensee;
 - 2.1.2 the use of the Licensed Materials by the Licensee shall in no way breach, violate or infringe any applicable laws, regulations, rules, directives, circulars, notices or directions relating to and/or governing the same;
 - 2.1.3 the use of the Licensed Materials shall not, under any applicable laws, reasonably be construed to be inappropriate, objectionable or unlawful, including without limitation any use that is defamatory, threatening, offensive, harassing, immoral, indecent, obscene, vulgar, racist, criminal, or that promotes or contains instructions on illegal or unlawful activities, or harms or injures any person or group of persons, including but not limited to NCPA. Without limitation to the foregoing, the use of the Licensed Materials by the Licensee shall not adversely affect the image of NCPA in any way;
 - 2.1.4 all licences, clearances and waivers and other approvals or consents in respect of all intellectual property rights owners (if any) comprised in or used in relation to the use of the Licensed Materials by Licensee have been obtained from the relevant rights owners; and
 - 2.1.5 the Licensee shall make payment of all applicable licence fees, royalties, or any other expenses necessary for obtaining the licences, clearances and waivers and other approvals or consents as aforesaid, at no additional cost to NCPA.

3. BREACH AND TERMINATION

- 3.1 NCPA may, in its sole and absolute discretion, terminate this Agreement at any time prior to the expiry thereof without any previous notice, and/or revoke any licence granted for the use of any particular Licensed Recording for any purposes whatsoever, and/or refuse any future requests for the use of any Materials, in the event that:
- 3.1.1 the Licensee commits a material breach of this Agreement; or
 - 3.1.2 the Licensee (or any of its servants, agents or employees) is guilty of any misconduct in connection with or affecting the business of NCPA, whether or not in the course of carrying out any Materials under this Agreement.
- 3.2 Upon the termination or expiration of this Agreement for any reason, the Licensee shall cease and refrain from using the Licensed Materials or any part or copies thereof for any purpose whatsoever, and promptly return at its expense, all of the Licensed Materials or any part or copies thereof.



LICENCE AGREEMENT FOR USE OF MATERIALS

4. LIABILITY AND INDEMNITY

- 4.1 The Licensee hereby agrees to fully and effectively indemnify NCPA on demand for and against all proceedings, costs (including reasonable solicitors' fees and costs), claims, losses, damages and expenses of whatsoever nature, howsoever suffered or incurred by NCPA arising out of or by reason of any breach of or non-compliance with any of the terms of this Agreement by the Licensee or its servants, agents or employees.
- 4.2 Notwithstanding anything to the contrary in this Agreement, NCPA shall not be liable to the Licensee by reason of any representation or implied warranty, condition or other term or any duty at common law, or under the express terms of this Agreement, for any consequential loss or damage (whether for loss of profit or otherwise and whether occasioned by the negligence of NCPA or its employees or agents or otherwise) arising out of or in connection with any act or omission of NCPA relating to the subject of this Agreement.

5. MISCELLANEOUS

- 5.1 This Agreement is personal to the Licensee and its rights and obligations hereunder are not capable of assignment in whole or in part without the prior written consent of NCPA.

This Agreement shall endure to the benefit of NCPA and its successors and assigns. NCPA may assign all or part of its rights under this Agreement without the consent of the Licensee. Any such assignee shall be entitled to the full benefit of this Agreement to the same extent as if it were an original party in respect of the rights assigned to it.

- 5.2 Any notice to be given under the Agreement may be given to the relevant party at its address set out in the beginning of this Agreement (or to such other address, including email address, as that party may have notified to the other party for the purposes of the Agreement). A notice or demand required to be given under the Agreement shall be deemed to be served, if personally or electronically delivered, at the time of delivery, and if posted, at the expiration of two (2) days after the date of posting.

6. GENERAL

- 6.1 This Agreement is construed and governed by the laws prevailing in the territory of India and subject to exclusive jurisdiction of the High Court at Mumbai to the exclusion of all other Courts.
- 6.2 This Agreement (including any Schedules annexed hereto) contains the entire agreement and understanding between the parties and supersedes all previous agreements, representations and arrangements (if any) relating to the subject matter of this Agreement. The Licensee acknowledges and agrees that in entering into this Agreement, the Licensee is not relying on any terms, understandings or representations that are not expressly stated herein.
- 6.3 This Agreement shall not be modified or varied, except by a written instrument signed by the parties hereto.
- 6.4 If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.



LICENCE AGREEMENT FOR USE OF MATERIALS

- 6.5 The expiration or determination of this Agreement howsoever arising shall not affect the provisions hereof as are expressed to operate or have effect thereafter and shall be without prejudice to any right of action already accrued to either party in respect of any breach of this Agreement by the other party.
- 6.6 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 6.7 No failure on the part of NCPA to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise of any other right. The rights and remedies in this Agreement are cumulative and not exclusive of any other right or remedies provided by law.

For and on behalf of the Licensee

Name:
Date:

For and on behalf of NCPA

Name:
Date: