**Media Licence Agreement**

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| “**COMPANY**”: |  |
| **“LICENSOR”**  LICENSOR’S NAME & ADDRESS: | **Cumbria Archives** |
| LICENSOR’S TEL NO: |  |
| LICENSOR’S EMAIL ADDRESS: |  |
| “**GROUP**” | The Company together with (i) its parent, affiliated, associated and subsidiary companies; (ii) successors, licensees and assignees; and/or (iii) its representative(s) or authorised persons. |
| “**MATERIAL”** (INCLUDING REFERENCE) |  |
| “**PROGRAMME**” (WORKING TITLE) or “**PUBLICATION**” (TITLE) | provisionally entitled:  (including, without limitation any re-edited, re-voiced, reformatted, update or compilation or any other versions thereof). |
| “**PROGRAMME/PUBLICATION DESCRIPTION**” | Further explanation of the nature and content of the programme or publication |

This agreement (“the Agreement”) confirms the understanding between us relating to the license by the Licensor to the Company of certain rights in the Material.

In consideration of the payment of the sum of £ (pounds) payable in full (together with VAT if applicable) on inclusion of the Material (or part) in the Programme, it is agreed between the parties as follows:

1. The Licensor grants to the Company and persons authorised by the Company the non-exclusive right in perpetuityto record, copy, reproduce, broadcast, transmit, perform or publish all or part of the Material for and/or in connection with the production, exploitation, distribution, promotion and/or advertising of the Programme or Publication throughout the world by all means and in all media for a period not less than 10 years from date of agreement.

2. The Company shall not be obliged to include the Material in the Programme/Publication.

3. The Licensor (its representative(s) and/or any other person authorised by the Licensor) requests the right to publicise the Programme/Publication and any of its material that is being featured but shall not, without the prior written consent of the Company, give any interview, make, give or release any statement or supply any information or materials at any time to any person for publication or disclosure relating to the Programme/Publication, by any means (including to the press and/or online).

4. The Licensor must be acknowledged in any reproductions of the Material. The correct form of acknowledgement is “Cumbria Archive Centre, Barrow; Cumbria Archive Centre, Carlisle; Cumbria Archive Centre, Kendal or Cumbria Archive and Local Studies Centre, Whitehaven” depending on the source of the images supplied or the location of filming. The correct archival document reference must be quoted in any publication or in the credits of a broadcast.

5. The Licensor grants to the Company all consents necessary pursuant to the Data Protection Act 1998 and any statutory modification or re-enactment thereof (“DPA”) to store, handle and/or process the Licensor’s personal data for the purposes of the exploitation of the Programme/Publication and as is reasonably necessary for the effective running of Company’s business. This does not affect the Licensor’s rights as a data subject or the Company’s obligations and responsibilities under the DPA.

6. This Agreement and all matters ancillary to it shall be governed by and construed in accordance with English law and the English courts will have exclusive jurisdiction.

Signed: Read and agreed on (date)

for and on behalf of duly authorised for and

(Company name) on behalf of Cumbria Archives

**Royalty Charges**

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| Commercial website | £50 per image |

Cumbria Archives, 22 March 2024