

COPYRIGHT LICENCE AGREEMENT



A LICENCE FOR THE USE OF THE INTELLECTUAL PROPERTY AND ASSETS OF
“E-QUIP”, AN EDUCATIONAL SERVICE PROVIDED BY:

St Theodore Ecclesiastical Trust, [The Licensor]

Licensee

PARISH OR DIOCESE

Address (Mail and Email)

Phone / Cell / Mobile of officer signing on behalf of the Licensee

Dated <<INSERT DATE>>

THIS AGREEMENT is made on the <<INSERT DATE>>

BETWEEN:

- (1) ST THEODORE ECCLESIASTICAL TRUST, a charity registered at the Charity Commission for England and Wales, no. 1029085, registered office: 75 Beechfield Road, Stockport, Cheshire SK3 8SX [the “Licensor”]; and
- (2) <<INSERT NAME OF LICENSEE>> IF LICENSEE IS A COMPANY OR CHARITY / NON PROFIT INSERT: a company incorporated in (insert country e.g. England) under number (insert company registered number) whose registered office is at (insert registered address)>> [the “Licensee”] being an ecclesiastical community or a diocesan collection of such communities in communion with the Greek Orthodox Patriarchate of Antioch and all the East.

WHEREAS:

- A The Licensor has created the work “E-Quip” and owns the rights.
- B The Licensor has agreed to license certain of these rights to the Licensee.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Act” means the Copyright, Designs and Patents Act 1988, as amended from time to time;

“Parties” means each of Licensor and Licensee being a Party and together Licensor and Licensee are the Parties;

“Rights” means all vested, contingent and future copyright and analogous rights in the Work and, on creation, all modifications thereto by the Licensor conferred by the laws of the United Kingdom and all other parts of the world, all for the full period thereof, including any renewals and extensions, and including all rights of action existing at the date of this Agreement;

“Territory” means the UK and every part of the world where the Licensor has Rights, and

“Work” means the “E-Quip Course in Orthodox Faith and Life” in any media.

- 1.2 The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.3 The Schedules form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement.
- 1.4 Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.
- 1.5 References to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- 1.6 Reference to any statutory provisions in this Agreement shall include any statutory provisions, which amends or replaces it.

2. **Licence**

- 2.1 The Licensor hereby grants to the Licensee the non-exclusive right by way of licence to reproduce and distribute the exploitation of the work in whole in the Territory.
- 2.2 The licence under clause 2.1 is granted for the full term of the Rights.

3. **Licence Fee**

- 3.1 As consideration for the licence granted under clause 2, the Licensee will pay to the Licensor a \$100 per-community licence fee or a diocesan licence fee of \$1000. Such licence fees will be paid either by a single payment or by no more than 5 monthly instalments.

4. **Licensor's Obligations**

- 4.1 The Licensor warrants:
 - 4.1.1 that the Work is an original creation and that no substantial part of it has been copied from any other work or material;
 - 4.1.2 that he is the sole owner of the Rights and has power to enter into this Agreement;
 - 4.1.3 that he has not granted or assigned any rights in the Work to any third party in any jurisdiction;
 - 4.1.4 that the Work contains nothing defamatory, indecent or otherwise unlawful or which infringes the statutory or common law rights of any third party;
 - 4.1.5 that the exercise by the Licensee of the rights assigned to it will not infringe the rights of any third party;
 - 4.1.6 that he is and was at all material times a qualifying person as defined in the Act, and
 - 4.1.7 that all published editions of the Work have carried a notice satisfying the requirements of the Universal Copyright Convention (UCC).
- 4.2 The Licensor will indemnify the Licensee against all loss, damages and costs incurred by the Licensee arising directly from breach by the Licensor of clause 4.1, including any damages or other amounts paid in compromise or settlement of any such claim by the Licensee following legal advice and consultation with the Licensor. At the Licensee's request, and at the Licensor's expense, the Licensor will provide assistance to enable the Licensee to resist any action, claim or proceedings brought against the Licensee as a consequence of any such breach, provided that the final decision in relation to any matter affecting the Rights will be that of the Licensor.
- 4.3 The Licensor will deliver the Work to the Licensee in the agreed form and media.

5. **Moral Rights**

The Licensor hereby asserts his right to be identified as the author of the Work pursuant to section 78 of the Act.

6. **Licensee's Obligations**

6.1 The Licensee will:

6.1.1 take good care of the work and media, maintaining in reproduced form the entire contents without amendment.

6.1.2 credit the Licensor with authorship of the Work on all copies of the Work or other media in which the Work is to be reproduced under this Licence.

6.1.3 reproduce a copyright notice in the form required by the Licensor on all copies of the Work in any media in which the Work is to be reproduced under this Licence.

6.2 The Licensee warrants that no edition of the Work published by him or work in which the Work is incorporated published by him will contain anything defamatory, indecent or otherwise unlawful or which infringes the statutory or common law rights of any third party.

6.3 The Licensee will indemnify the Licensor against all loss, damages and costs incurred by the Licensor arising directly from breach by the Licensee of this clause 6, including any damages or other amounts paid in compromise or settlement of any such claim by the Licensor following legal advice and consultation with the Licensee. At the Licensor's request, and at the Licensee's expense, the Licensee will provide assistance to enable the Licensor to resist any action claim or proceedings brought against the Licensor as a consequence of any such breach.

7. Severance

- 7.1 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
- 7.2 If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.
- 7.3 The parties agree to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

8. Waiver

- 8.1 The failure by either party to enforce at any time, or for any period, any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

9. Notices

- 9.1 Any notice required to be given under this Agreement shall be in writing and signed by the person giving it and may be delivered personally or sent by electronic means or by first class mail to the address set out above in respect of each of the parties or to such other address as may otherwise be notified by either party to the other as being an alternative address for service.
- 9.2 Any notice so served shall be deemed to be received:
 - 9.2.1 if delivered personally, at the time of delivery;
 - 9.2.2 if sent by electronic means, on the day of transmission provided it is sent during business hours on a business day and if not on the next business day; and
 - 9.2.3 if sent by post, 72 hours after the date of posting.

10. **Entire Agreement**

10.1 This Agreement contains the entire and only agreement between the parties and supersedes all previous agreements between the parties respecting the subject matter of this Agreement.

10.2 Each party acknowledges and agrees that in entering into this Agreement it has not relied on, and shall have no remedy in respect of, any statement, representation, undertaking or warranty, whether oral or in writing, save as are expressly set out in this Agreement.

11. **Variation**

11.1 Variations to this Agreement will have effect when agreed in writing.

12. **Further Assurance**

12.1 The Parties will do all further acts and execute all further documents necessary to give effect to this Agreement.

13. **Succession**

13.1 This Agreement will bind and benefit each party's successors and personal representatives

14. **Governing Law and Jurisdiction**

14.1 This Agreement shall be governed by and construed in accordance with English Law.

14.2 Any dispute or difference between the parties arising out of, or in accordance with, the terms and effect of this Agreement shall be determined by the exclusive jurisdiction of the English Courts.

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written

SIGNED by

INSERT NAME & TITLE (Trustee)

for and on behalf of St Theodore Ecclesiastical Trust, [the Licensor]

Signature: _____

SIGNED by

**<<INSERT NAME & TITLE OF THE PERSON SIGNING FOR THE
LICENSEE**

for and on behalf of <<INSERT LICENSEE'S NAME

Signature: _____

SCHEDULE TO LICENCE AGREEMENT