

Digital Recording Licence Request Form (Non-Commercial Purposes)

King's College London through Professor Leech-Wilkinson is willing to create and license digital recordings of the Department of Music's 78 rpm Recordings Archive subject to the fees and conditions stated below and the appended standard terms and conditions.

- The rights offered are for non-commercial research.
- All other rights are reserved by King's College London.
- The Requestor should contact Professor Leech-Wilkinson if other rights or formats are required.

Please fill in the below form and return to the address below. Once price for conversion has been agreed sign and return two copies of the appended standard terms and conditions (together with this Request Form) and the agreed payment. On receipt of the agreements and payment your recording will be delivered as soon as is reasonably possible.

Professor Daniel Leech-Wilkinson, Department of Music, King's College, Strand, London WC2R 2LS

Contact details (the "Requestor")	Address	
	Company No.	
	Telephone	
	Fax	
	e-mail	
Requested Recording(s) (original company name, series and catalogue numbers must be provided, e.g. HMV DB 2890)		
Technical Requirements	<input type="checkbox"/> Equalisation <input type="checkbox"/> Noise reduction Other... You may wish to email Prof Leech-Wilkinson to discuss options for sound treatment and likely costs.	
Proposed Use		
Charges - King's College London charges £15 per quarter-hour or part thereof for digital conversion with a minimum charge of £50.		

Standard Terms & Conditions are attached overleaf

NON_COMMERCIAL DIGITAL RECORDING LICENCE AGREEMENT

THIS AGREEMENT dated _____ is between:

KING'S COLLEGE LONDON ("King's"), an institution incorporated by Royal Charter, of Strand, London, WC2R 2LS, UK, and

[] (the "Requestor") [a company incorporated in [] whose registered office is at [] [of [insert address]].

WHEREAS:

- A. King's has, through the Department of Music, prepared digital recordings of those tracks listed in Schedule A and appended hereto from its archive of 78rpm recordings ("the Recordings").
- B. The Requestor wishes to licence the Recordings for non-commercial research.
- C. King's is willing to provide the Recordings on the Terms and Conditions shown below and subject to payment of the fees set out hereunder

IT IS AGREED as follows:

1. Definitions:

In this Agreement, the following words shall have the following meanings

Conversion Charge £15 per quarter-hour or part thereof with a minimum charge of £50

Effective Date Means the date first above written;

Purpose *To be inserted*

Term [10] years from the Effective Date

Territory means the UK

2. Grant of Rights

- 2.1 In consideration of the payments referred to hereunder King's hereby grants to the Requestor a revocable, non-exclusive licence throughout the Territory during the Term to use the Recordings for non commercial research.
- 2.2 King's retains ownership of the Recordings and any intellectual property rights and/or "know-how" associated therewith. Save for licence of the Recordings hereunder no other licence of any of King's intellectual property is granted or implied by this Agreement.
- 2.3 The Requestor shall not distribute the Recordings and has no right to sub-licence the Recordings.
- 2.4 The Requestor shall acknowledge King's and the original source of the Recordings in any publications or presentations.

3. Payment

- 3.1 In consideration of the rights granted hereunder the Requestor shall pay to King's:
 - 3.1.1 prior to delivery of the Recordings a Conversion Charge in the sum of [insert sum agreed] ;
- 3.2 All sums due under this agreement shall be exclusive of VAT which shall be paid by the Requestor where applicable.

4. Warranties and Indemnities

- 4.1 King's makes NO representation and gives NO warranties or undertakings in relation to the Recordings. For the avoidance of doubt, King's does not warrant that it owns all necessary property and other rights in the Recordings and that their use will not infringe any copyright, trade mark or other right owned by any third party.
- 4.2 King's shall have no liability to the Requestor, whether in contract, tort or otherwise, in relation to the supply of the Recordings or their use or keeping by the Requestor or by any other person, or the consequences of their use, to the maximum extent permitted under applicable law. Notwithstanding this, King's financial liability (if any) shall be limited to the sums paid by Requestor to King's hereunder.
- 4.3 The Requestor shall indemnify and hold harmless the Indemnified Parties from and against all Claims and Losses arising from such supply, use or keeping, including without limitation Claims and Losses arising from:
 - 4.3.1 use of the Recordings outside the scope of this Agreement.
- 4.4 For the purposes of this Clause 4:
 - 4.4.1 "Indemnified Parties" shall mean King's and its directors, officers, employees, representatives and associated undertakings;

4.4.2 "Claims" shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and

4.4.3 "Losses" shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.

5. English law shall apply to this Agreement, and the English courts shall have exclusive jurisdiction.

AGREED by the parties through their authorised signatories:-

For and on behalf of
KING'S COLLEGE LONDON

For and on behalf of the
[Requestor]

Signed

Signed

Print Name

Print Name

Title

Title

Date

Date

SCHEDULE A

Attach Digital Recordings Request Form