



[Insert name of Highly Commended awardee(s) of playwriting competition]

[Address(es)]

[Insert date]

Dear []

Agreement in respect of licensing your play

Further to our recent correspondence, Trinity College London ('**Trinity**'), a company registered in England with company number 02683033 and registered as a charity with charity number 1014792, is pleased to confirm that You have been awarded one of our Highly Commended prizes for your play, entitled [*Insert name of play*]' submitted to our International Playwriting Competition 2013 ('the **Play**'). By entering the International Playwriting Competition 2013, You agreed to grant Trinity a licence of certain rights in the Play. We would be most grateful if you could please sign and return this agreement to us as soon as possible and, in any event, no later than [*date*].

1. GRANT

1.1 For the period of one year commencing on the date on which Trinity receives your signed copy of this agreement and dates it ('the **Effective Date**'), You hereby grant to Trinity the exclusive right and licence to do the following acts anywhere in the world:

- (a) to publish and distribute the Play in print or digital form (both as a version for reading and as a version for performing), either as a stand-alone publication or included within a Trinity publication.

1.2 You hereby grant to Trinity a **free, irrevocable, perpetual, non-exclusive licence** in all copyright in the Play (and rights in the nature of copyright subsisting in the Play in any part of the world to which You are or may become entitled) to do the

following acts anywhere in the world at any time, subject to, and in accordance with, the terms of this agreement:

- (a) following expiry or termination of the exclusive right and licence granted under clause 1.1, the same right on a non-exclusive basis to publish and distribute the Play in print or digital form (both as a version for reading and as a version for performing), either as a stand-alone publication or included within a Trinity publication;
- (b) to publish, distribute and sell the Play as part of compendiums of plays of Trinity's International Playwriting Competition(s);
- (c) to reproduce all or parts of the Play in any examination, teaching advertising or promotional material about Trinity or Trinity products and examinations;
- (d) to document and record the Play (whether in whole or in part), for the purpose of producing or contributing to documentaries or other broadcast programmes on the topic of play writing and acting generally, and/or about the Play Writing Competition 2013;
- (e) to use the Play for research and academic purposes; and
- (f) to adapt, edit and alter the Play as Trinity sees fit in order to carry out the acts set out in clause 1.1 and this clause 1.2.

1.3 During the term of this agreement, You undertake not to grant any licence permitting any third party to exercise the exclusive rights granted to Trinity under clause 1.1 (except where you have received Trinity's prior written consent, such consent not constituting any confirmation on the part of Trinity that it hereby agrees to waive exclusivity other than in respect of the activity which it has expressly approved).

1.4 You agree to participate in such media, advertising, promotional or recording activities as Trinity may reasonably require, including having your name published on Trinity's website, being interviewed, and being filmed. You hereby grant us the right to use a short biography, films, video-clips, and photographs of You. You will be entitled to review and approve any use of your image rights (acting reasonably)

in connection with such activities. If we do not hear from you within 48 hours of any approval request, we will deem Your approval to have been granted.

2. PRIZE CONSIDERATION

- 2.1 In consideration for the rights granted under clause 1, Trinity will pay You the sum of £500 by bank transfer (inclusive of any VAT), which will constitute your prize.
- 2.2 In the event that You are unable to attend the performance, no cash alternative will be provided.
- 2.3 All sums payable under this agreement will be paid free and clear of all deductions and withholdings unless the deduction or withholding is required by law, in which case Trinity will pay You such sum as remains, after the deduction or withholding has been made from the prize money set out in clause 2.1.
- 2.4 You agree and undertake that you are responsible for any tax and national insurance contributions or similar liabilities or contributions in respect of any payment received from Trinity.
- 2.5 You agree that You (either directly or through a collecting society) will not be entitled to receive any further consideration in respect of Trinity's use of the Play pursuant to this agreement. Any consideration received under this agreement will be deemed to include the remuneration payable to You (and to any other contributors to the Play) under the terms of any relevant guild or trade union agreement or similar organisation and all other additional payments whatsoever required to be made in respect of the Play.

3. PROTECTION OF THE PLAY

- 3.1 You warrant that:
 - (a) the Play is your original work and has not been copied wholly or substantially from any other source;
 - (b) the Play has not been previously published anywhere in the world;

- (c) the Play has not been previously broadcast or performed for the benefit of a fee-paying audience anywhere in the world.
 - (d) you have not assigned the Play, or licensed any of the exclusive rights granted to Trinity in the Play, or have granted any options in the Play;
 - (e) you are unaware of any infringement, or likely infringement of, any part of the Play;
 - (f) Trinity's exploitation of the rights granted by this agreement will not infringe the rights of any third party; and
 - (g) to the best of your knowledge, information and belief, the Play does not contain any libellous, defamatory, obscene or otherwise unlawful matter.
- 3.2 You will provide reasonable cooperation and assistance, and will indemnify Trinity and undertake to keep Trinity fully indemnified from and against all actions, proceedings, claims, demands, costs (including, without prejudice, the legal costs of Trinity), awards and damages however arising directly or indirectly in the event of:
- (a) Your Play being found or alleged to infringe any third party rights;
 - (b) any other form of attack, charge or claim being made against you and/or Trinity as a result of or in connection with your granting of rights to Trinity under this agreement and/or Trinity's subsequent exploitation of the Play.
- 3.3 Except in respect of (i) death or personal injury caused by Trinity's negligence, (ii) fraud, fraudulent misrepresentation, criminal acts or the tort of deceit; or (iii) any other liability that cannot be excluded or limited by law, the liability of Trinity under or in connection with this agreement will not exceed the total amount of the sum set out in clause 2.1.

4. MORAL RIGHTS

For the Term (as defined in clause 9) and, following termination of this agreement, for such time as is required for the purpose of allowing Trinity to exercise its rights under clause 1.2 and clause 10.2, you, being the sole author of the Play, waive all moral rights in respect of the use to be made of the Play under this agreement to

which You may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 or under any similar legislation from time to time in force anywhere in the world.

5. ADDITIONAL TRINITY OBLIGATIONS

5.1 Trinity will:

- (a) obtain at its own expense all licences, permits and consents necessary for its performance, reproduction, and exploitation of the Play in the world;
- (b) only make use of the Play for the purposes authorised in this agreement; and
- (c) whenever appropriate (in its reasonable discretion), include credits to You as the author of the Play in any material produced under licence pursuant to this agreement.

6. SUB-LICENSING & SUBCONTRACTING

6.1 Trinity will have the right to grant to any person a sub-licence of the rights granted under this agreement for so long as its own licence in such rights remains in effect, and will be entitled to subcontract the exploitation of any of the rights under this agreement on such terms as it sees fit.

7. ASSIGNMENT AND OTHER DEALINGS

7.1 Trinity may at any time and without your consent assign any of its rights or obligations under this agreement or subject any of its rights or obligations under this agreement to any option or anything equivalent.

8. DURATION AND TERMINATION

8.1 You hereby agree that Trinity will have the opportunity to renew any of the exclusive rights granted under this agreement once whilst they remain in effect, and that You will give Trinity the right of first refusal before entering into any exclusive agreement with a third party in relation to the Play after the expiry of the agreement.

8.2 Trinity may terminate this agreement with immediate effect by giving written notice to You without any liability to pay any remuneration, compensation or damages to You if You:

- (a) commit a material breach of this agreement and fail to remedy the breach within such reasonable time as specified for You to do so by Trinity in writing; or
- (b) commit any act which would bring Trinity into disrepute; or
- (c) are in breach of any of the warranties set out in clause 3.

8.3 Trinity may terminate this agreement at any time by giving 14 days written notice to You without any liability to pay any remuneration, compensation or damages to You, at which point all rights granted by You will revert to You.

9. EFFECT OF TERMINATION

9.1 Subject to any express provisions set out elsewhere in this agreement, any outstanding sums payable by Trinity to You will immediately become due and payable on expiry or termination of this agreement for any reason..

9.2 On expiry or termination of this agreement for any reason, Trinity remains entitled to:

- (a) continue to exercise its rights under clause 1.2.

9.3 The expiry or termination of this agreement for any reason will not affect any provision of this agreement which is expressed to survive or operate in the event of expiry or termination and will be without prejudice to the provisions of this clause 9 and to any rights of either party which may have accrued by, at or up to the date of such expiry or termination.

10. CO-LICENSORS

10.1 Where there is more than one author of the Play, all those persons who have produced the Play ('the **Joint Award Winners**') will be jointly and severally liable for the respective obligations and liabilities arising under this agreement.

- 10.2 Where any sum is payable to the Joint Award Winners under this agreement, such sum will be divided up and paid in equal shares to each of the Joint Award Winners (or, where the total sum is paid to one of the Joint Award Winners, it will be deemed to have been received on behalf of all the Joint Award Winners for the recipient Joint Award Winner to distribute the respective shares to the other Joint Award Winners).

11. NON-EXERCISE OF RIGHTS

Trinity will have no liability to You in respect of any failure by it (or any sub-licensee) to perform or publish the Play or to exercise all or any of the rights granted under this agreement.

12. FURTHER ASSURANCE

At its own expense, each party will, and will use all reasonable endeavours to procure that any necessary third party will, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

13. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that or any other right or remedy.

14. ENTIRE AGREEMENT

- 14.1 This agreement constitutes the entire agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 14.2 Each of the parties acknowledges that, in entering into this agreement, it has not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty (whether negligently or innocently made) other than as expressly set out in this agreement.

14.3 Nothing in this clause will limit or exclude any liability for fraud or fraudulent misrepresentation.

15. VARIATION

No variation of this agreement will be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. SEVERANCE

If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement will not be affected.

17. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute an original of this agreement, but all the counterparts will together constitute the same agreement. No counterpart will be effective until each party has executed at least one counterpart.

18. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to, or will be deemed to, establish any partnership or joint venture between the parties, constitute either party to be the agent of the other, nor authorise either party to make or enter into any commitments for or on behalf of the other.

19. FORCE MAJEURE

Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the time for performance will be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

20. NOTICE

20.1 Any notice required to be given under this agreement will be in writing addressed to the party required to receive the notice at the addresses set out in this agreement or as otherwise specified by the relevant party to the other party.

20.2 Any notice will be deemed to have been duly received:

- (a) if delivered personally, when left at the address, duly addressed;
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed
- (d) if via email, at 9.00 am on the second business day after sending

20.3 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

21. GOVERNING LAW AND JURISDICTION

21.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England.

21.2 The parties irrevocably agree that the courts of England will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

Please sign this agreement to confirm that you are in agreement with its terms and that the terms of this agreement are intended to create legal relations between us and return one copy to us.

Signed by [NAME OF DIRECTOR]

for and on behalf of TRINITY
COLLEGE LONDON

[Director]

I acknowledge that by signing a copy of this agreement we agree to its terms and intend to create legal relations between us.

Signed by [Insert Name]*

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*Where the winner is less than 18 years of age, a parent or legal guardian must countersign this agreement:

Signed by

[Please print name above] in

his/her capacity as parent/legal

guardian (delete as applicable).

.....]