

LICENSE AGREEMENT

This license agreement is made this day of20.... between..... of National Identification Card Number/Certificate of Registration Number and of Post Office Box Number....., e-mailin the Republic of Kenya (Hereinafter referred to as the LICENSEE which expression shall where the context so admits include its successors and assigns) on one part;

And

..... National Identification Card Number/Certificate of Registration Number and of Post Office Box Number , e-mail , in the Republic of Kenya (hereinafter referred to as the “LICENSOR” which expression shall where the context so admits includes his personal representatives and assigns) of the other part.

WHEREAS the LICENSOR warrants that he has full power and legal authority to enter into this agreement by virtue of being the Copyright owner of the work(s) titled (State the type and registration number of the work)..... (herein after referred to as “the work”)

AND WHEREAS the LICENSEE is willing to finance the recording and production of the said work, and is able, ready and willing to distribute, enter into gainful contracts, manage and do anything that can be of economic benefit to both parties.

IT IS HEREBY MUTUALLY AGREED THAT

1. Definition and Interpretation

In this license, the following words or phrases have the following meanings.

a) Copyright act 2001 means the copyright Act No. 12 of 2001 laws of Kenya and any modification, or re-enactment that may be subjected to the same.

b) License bears the meaning ascribed to it pursuant to sections 33-34 of the Copyright Act No. 12 of the Laws of Kenya.

c) Unless the context otherwise requires, words, denoting the singular shall include the plural and vice versa.

d) Where expression used in this License are expressions used in the Copyright Act No. 12 of 2001 Laws of Kenya, they shall have the same meaning in this agreement as in Copyright Act unless the context otherwise requires.

2. License

a) The subject matter is the work entitled “.....”.

b) The Licenser hereby grants the Licensee **exclusive/none-exclusive (customize appropriately)** rights to carry out the following acts: (tick as appropriate)

- i. Publishing
- ii. Public performance
- iii. Distribution
- iv. Reproduction
- v. Making available
- vi. Communication to the public
- vii. Broadcasting
- viii. Adaptation,

d) The Licensee has authority to use portions or the whole of the authorized content for promotion purposes.

e) The Licensee has authority to reproduce and convert the authorized content into digital masters (if the licensed right is the reproduction right).

f) The date of commencement of this agreement is the execution date or as may be agreed upon by the parties and shall continue unless and until terminated as expressly defined in this License.

h) The consideration for the license of the right(s) shall be Kenya Shillings payable as hereunder: -

(State the mode and terms of payment)

3. Territory

(Depending on the right under the license, the parties to agree on the territorial jurisdiction).

Term

The agreement shall commence on the date hereof and shall continue for a period of..... (As agreed by the parties).

6. Indemnity/Warranties/Representations

a) The Licensor warrants that he/she/it owns or controls the necessary rights in order to make this deed or has full authority to act on behalf of any and all owners and that the exercise of such rights licensees and permission shall not violate or infringe the rights of any third party.

b) Each party represents and warrants it has full authority to enter into and fully perform its obligations under this agreement and where applicable has obtained third party consents, necessary to do so.

c) Each party represents and warrants that it shall not act in any manner which conflicts or interferes with any existing commitments or obligations of such party and that no agreement previously entered into by such party will interfere with such party's performance of its obligations under this agreement.

d) The Licensor warrants that if any of the acts done by it in this license is a violation of any third-party rights it will fully indemnify, the Licensee and hold his/her/it harmless and defend against any Losses, liabilities, damages, Costs including legal fees arising out of the said violations.

e) Each party represents and warrants that it shall perform their obligations hereunder in compliance with any applicable laws, rules and regulations of the Government of the Republic of Kenya.

7. Termination of this Contract

This license may be terminated on the following grounds: -

- a) If the Licensors rights are extinguished before the end of this contract.
- b) If the Licensee ceases business
- c) If either party breaches the terms of this agreement and fails to remedy the situation after being given a days (parties to agree) written notice.

8. Notices

Any notice under this agreement shall be given in writing and shall be deemed to have been delivered if sent by post after days (to be agreed by the parties) or if electronic mail after Hours (to be agreed by the parties) to the addresses provided by either party in this license.

10. Dispute resolution

Save as may be otherwise specifically provided all questions hereafter in dispute between the parties hereto and all claims for compensation or otherwise not mutually settled and agreed between the parties shall first be referred to mediation facilitated by the Kenya Copyright Board, if no amicable settlement is reached, it shall be referred to the Copyright Tribunal.

11. Force Majeure

Failure by either party to perform its obligations or delay in such performance as a result of Acts of God, war, strikes, lock-outs, shortened working hours, other industrial action, machine breakdown, fire, flood, explosions, injunctions, judgments, adverse claims, or any other cause beyond its reasonable control shall not constitute a breach of the terms of this agreement, provided that such party shall use all reasonable endeavors to resume the performance after the conditions (as aforesaid) causing such failure have ceased.

12. Governing law

The License shall be governed and interpreted in accordance with the laws of Kenya and only the Kenyan courts have jurisdiction over the said matter.

IN WITNESS WHEREOF both parties set their common seal the day and year here before mentioned.

Signed by the Licensor in the presence of)

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Sealed with the common seal of the Licensee)

in presence of

)

Kenya
Copyright
Board
)

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CERTIFICATE

I.....Advocate of the High Court of Kenya do certify that I was present and witnessed the parties herein executing this deed and being known to me/ identified bydo confirm the above signatures to be theirs.

Signed

ADVOCATE OF THE HIGH COURT
AND COMMISSIONER FOR OATHS

DRAWN BY:

