



Reference: **14297**

To: **Hull UK City of Culture**

Hull 2017
Pacific Exchange
40 High Street
Hull
HU1 1PS
VAT: 225 6976 77

("Licensee")

From: **DCD RIGHTS LIMITED**

9th Floor,
Winchester House
259-269 Old Marylebone Road
London
NW1 5RA
VAT: 820 7427 45

("Licensor")

22nd December 2016

Dear Sir/Madam,

Clip License Agreement

This letter sets out the terms on which DCD Rights Limited ("Licensor") agrees to Licence the Footage to the Licensee for inclusion into the Programme as more particularly detailed below and on the terms of the Standard Terms and Conditions Attached.

1. Footage

From the programme "David Bowie: Ziggy Stardust and the Spiders from Mars" ("the Work"), the Licensee shall be allowed to use one (1) clip of maximum one (1) minute only.

The Licensee is granted editing rights in order to re-edit the Work to include in the Programme.

2. Programme

The Footage is to be included in a wider montage of Hull's musicians produced by the Licensee.

3. Media

The non-exclusive clip right to incorporate the Footage into the Programme and exhibit the Programme as a non-theatrical exhibition only as a part of the Hull UK City of Culture 2017 new year's celebration programme.

4. Language

Original English language version only.

DCD Rights Ltd

DCD Rights Ltd, 9th Floor, Winchester House, 259 - 269 Old Marylebone Road, London, NW1 5RA, Tel: +44 (0)20 3869 0190
www.dcdrights.com Registered in England No. 2696049 .



5. Territory

United Kingdom.

6. Term

For a period of one (1) day, on the 1st January 2017.

7. License Fee

- a) The Licence Fee shall be £200.00 (Two hundred British Pounds).
- b) The Licensee shall inform the Licensor in the event that they wish to use any additional seconds or minutes. Any additional seconds or minutes are to be negotiated in good faith.

8. Payment Terms

The License Fee shall be paid 100% upon signature of this Agreement.

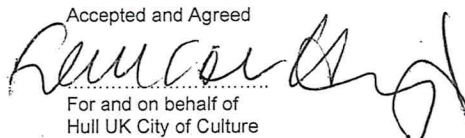
9. Materials

- a) HDCAM PAL/NTSC on loan for a period of 30 (Thirty) days only and to be delivered upon receipt of the License Fee.
- a) Courier charges forward.

Please signify acceptance of the above terms and the Standard Terms and Conditions attached by countersigning below.

Yours faithfully,

.....
For and on behalf of
DCD Rights Ltd.

Accepted and Agreed

.....
For and on behalf of
Hull UK City of Culture



Schedule One
Standard Terms and Conditions

1. Definitions

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

"Free Non Linear": a programme service which enables viewers to access the Programme(s) at any time of their own choosing, with no obligation to be a subscriber to the Linear Services, by means of encrypted or unencrypted signals via any one of or any combination of the "Delivery Platforms". For the purpose of Free Non Linear, the Programmes may be included within one or more combinations of the applicable Free Non Linear service set out below and includes Simultaneous Streaming direct to the Portable Device and the ability to be stored by means of Temporary Download.

- I. "Free Video on Demand" (FVOD): a non-Linear service where no charge is required to be made by the viewer to access the service.
- II. "Free Catch-Up" where a certain number of episodes of the Programme(s) is made available on an on-demand basis and for unlimited transmissions for thirty-five (35) days following commencement of a Linear Services broadcast, without a fee being charged to the viewer for the reception of the Linear Services.

"Linear Services": a programme service involving the sequential transmission of the Programme(s) which is delivered to viewers by means of encrypted or unencrypted signals (including simulcasts and multiplexes thereof) via any one of or any combination of the "Delivery Platforms". For the purpose of Linear Services, the Programme(s) may be included within the applicable Linear Service set out at below and includes Simultaneous Streaming direct to the Portable Device.

- I. Free Programming Service: a Linear Service where no charge (other than fees or taxes levied by government agencies) is required to be made by the viewer to access the service.
2. Licensor grants Licensee, subject to timely payment of the License Fee, the non-exclusive, non-transferable licence to include the Footage in the Programme for the Term for exploitation by way of the Media within the Territory. The Footage may not be used for any other purposes.
3. The Licensee shall pay to the Licensor in consideration of the rights granted hereunder the License Fee in accordance with the Payment Terms. It is agreed that this license is conditional upon the Licensee making such payments in accordance with this agreement hereof. Payment shall be made by Company cheque or Inter-bank cable transfer to the account of DCD Rights Limited (client account) held at:

DCD Rights Ltd Clients Account
Media Banking Office
Commercial Banking
Coutts Bank Ltd
440 Strand
London
WC2R 0QS

Sort Code: 18-00-02
Account No:06221238



4. If music is contained in the Footage, the Licensee warrants to secure all further master use and synchronisation licenses required from the copyright proprietors of such master recording(s) and composition(s). The Licensee shall be solely responsible for obtaining all permissions from the performing rights society having jurisdiction in the Territory which are necessary for the public performance, broadcast and diffusion of the music contained in the Footage
5. Licensee warrants that the incorporation of the Footage into the Programme shall in no way affect the Licensors continued and separate copyright in the Footage.
6. The Licensor warrants that the Licensor is fully authorised and entitled to enter into this agreement and to grant to the Licensee the rights granted under this agreement and that the Licensee's exercise of those rights shall not infringe the copyright or any other rights of any third party.
7. DCD Rights warrants that it is duly authorised to enter this Agreement as the agent of Licensor and agrees that, to the extent that Licensor denies that DCD Rights does, in fact, have the authority to enter into this Agreement, or if DCD Rights otherwise does not, in fact have such actual, apparent or inherent authority to enter into this Agreement, for any reason, in respect of any Title or as it relates to this Agreement as a whole, then DCD Rights shall be solely liable for any and all damages that may arise out of this Agreement, and will otherwise accept primary responsibility for the duties and obligations undertaken by Licensor herein in respect of such Title(s) and/or the Agreement as a whole.
8. Either party shall indemnify, defend and hold harmless the other party and its officers, directors, agents, employees, affiliates and subsidiaries from and against any reasonable loss, damage, liability and expense (including reasonable legal costs) arising out of any claim which may arise from any breach of either party to the other party outside the terms of this agreement hereof."
9. This agreement and all matters or issues material thereto shall be governed by the laws of England and Wales.
10. In the event that this licence is not returned to Licensor fully signed by Licensee within five (5) weeks of the date specified on the first page, then this licence shall be deemed to be null and void.
11. This agreement contains the entire understanding of the parties hereto relating to the subject matter and supersedes all prior drafts and licences, whether oral or written. No modification, amendment or wavier of this agreement shall be binding unless confirmed in written instrument duly signed by all parties hereto.

DCD Rights Ltd