

## LICENCE AGREEMENT

DATE:

LICENSOR (include full name and address):

LICENSEE: Business/Organization Name \_\_\_\_\_

LICENSED MATERIAL:

\_\_\_\_\_

\_\_\_\_\_

PERMITTED USAGE OF LICENSED MATERIAL:

1. The Licensee may reproduce the Licensed Material in print or electronic media and display the Licensed Material on the Licensee's own website(s).
2. The Licensee may include the Licensed Material in its digital assets library, so that the Licensed Material will be available for download at no cost to members of the tourism industry, tourism operators, travel writers, media representatives, trade representatives and others for use in promotion of Nova Scotia as a destination for travel, business or place to live.

LICENSE PERIOD: In perpetuity

NUMBER OF EXHIBITIONS: Unlimited

TERRITORY: Worldwide

MEDIA: All media now known or hereafter devised, including, without limitation, broadcast, other, new media and internet, print, in-branch and outdoor.

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Licensor hereby grants to Licensee, an exclusive transferable license to use the Licensed Material in the Production for the purposes of promoting Nova Scotia in all media now known or hereafter devised. This license is subject to both parties' agreement to and compliance with the following:

1. Licensee shall have the right to edit the Licensed Material.
2. Licensor represents and warrants that (i) Licensor has full right, power and authority to enter into, fully perform and grant the rights granted by Licensor in this Agreement, and by entering into, fully performing and granting the rights granted by Licensor in this Agreement, it is not and shall not be in violation of the terms of any agreement or understanding to which Licensor is party, (ii) it owns or controls 100% of the copyrights in the Licensed Material, (iii) the Licensed Material does not and shall not infringe upon the rights or interests of any third party, and that all persons appearing in the Licensed Material have executed a release substantially in the form attached hereto; (iv) all elements within the Licensed Material are either original with the Licensor, or Licensor has the right to grant the rights set forth in this Agreement in connection with such elements, including but not limited to all video and musical elements, master recordings and synchronization rights; (v) the Licensed Material is free and clear of any liens or claims with

respect to the use of such Licensed Material in the manner authorized herein, and that such use authorized herein will not give rise to any claims of infringement, invasion of privacy publicity or claims for payment of re-use fees, residuals or license fees, other than fees payable to individuals who appear in the Licensed Material, whom the Licenser has identified to the Licensee.

3. Licenser shall indemnify, defend and hold harmless the Licensee, and each of its officers, directors, consultants, employees, successors, licensees, agents and permitted assigns from and against any claim, demand, action, damages, loss, expense (including reasonable attorneys' fees) and other liabilities arising from actions brought by third parties arising from: (a) any breach of any of the representations, warranties or agreements made by it hereunder or (b) a claim that the use of any or all of the Licensed Material infringes any intellectual property right(s), or personality rights of such party. Licensee shall promptly notify Licenser of any such claim. Licenser shall bear full responsibility for the defense of any such claim. Licenser shall keep Licensee informed of, and consult with, Licensee in connection with the progress of any litigation or settlement of any such claim. Licenser shall not have any right, without Licensee's written consent, to settle any such claim if such settlement obligates licensee to make or contribute to a monetary payment; arises from or is part of any criminal or quasi-criminal action, suit or proceeding; or contains a stipulation, admission or acknowledgment of any liability or wrongdoing (whether in contract, tort or otherwise) on the part of Licensee. Licenser shall reimburse Licensee promptly upon demand for any payment made by Licensee at any time to which the foregoing indemnity applies.

4. Licenser acknowledges that due to editing and other factors; Licensee is under no obligation to use the Licensed Material.

5. Licensee acknowledges that its use of the Licensed Material will not affect Licenser's continued and separate copyright ownership of the Licensed Material. Licenser further acknowledges that notwithstanding its continued ownership in the Licensed Material, it shall have no right, title and interest in any advertisement, video or other production created by Licensee that uses the Licensed Material.

6. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and there are no other representations, understandings or agreements between the parties relative to such subject matter.

7. This Agreement and all questions arising hereunder shall be governed by and interpreted in accordance with the laws of Nova Scotia and the laws of Canada applicable therein.

INSERT NAME OF LICENSOR

INSERT NAME OF LICENSEE

Per: \_\_\_\_\_  
Signature authorized representative

Per: \_\_\_\_\_  
Signature authorized representative

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name