

# 40% Project Licensing Terms Agreement

This Photography Licensing Agreement ("Agreement") is made effective as of [Date], by and between [Photographer's Full Name], hereinafter referred to as "Photographer", and the RPS, hereinafter referred to as "Client".

**1. Scope of Work** The Photographer agrees to provide the Client with high-resolution digital images in a format agreed with the Client ("Images") of a female MP in the UK.

**2. Grant of License** The Photographer hereby grants to the Client a royalty-free, non-exclusive, worldwide, perpetual license to use the Images for the following purposes:

- Exhibition
- Publication
- Promotion

The sum of 1 pence will be payable for licencing the image on production of an invoice.

The client is able to provide copies of the image to publishers and partner organisations involved in the 40% project.

**3. Restrictions** Unless otherwise agreed in writing, the Client shall not:

- Sell the Images to third parties.
- Alter or modify the Images without the Photographer's prior written consent.

## 4. Credit and Moral Rights

- The Client agrees to provide credit to the Photographer in a manner agreed upon by both parties for any use of the Images that is public in nature.
- The Photographer asserts their moral right to be identified as the author of the Images and will not be associated with any work or derivative thereof in a manner that is prejudicial to the Photographer's honour or reputation.
- The copyright of all images shall remain with the Photographer.

## 6. Warranty of Originality

- The Photographer warrants that the Images are an original work by Photographer and, to the best of his/her knowledge, will not infringe the intellectual property rights of third parties. If the Images include pre-existing copyrighted material owned by third parties, the Photographer agrees to identify such material to the Client and secure an appropriate permission or license agreement from the owners of such intellectual property.

## 7. Term and Termination

- This Agreement is effective from the date of signing and shall continue in perpetuity unless it is terminated by either party with ninety (90) days written notice.

**8. Governing Law** This Agreement shall be governed by the laws of England and Wales. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**9. Entire Agreement** This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements and understandings, whether written or oral.

**10. Amendment** No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

**11. Acknowledgment** By signing below, both parties acknowledge they have read, understood, and agree to the terms of this Agreement.

Photographer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit A: Description of Images**

*[Provide detailed information about the images included under this license, including file names, descriptions, and any other relevant details.]*