

2. Conditions of Use

- 2.1 The Artist permits the University to allow Authorised Users to retrieve and view the Work for any private, research or educational use.
- 2.2 No Authorised User will be permitted by the University to use the Work, or any part of it, for monetary gain or publication for sale, nor to offer the Work to anyone who is not an Authorised User without the express written permission of the Artist.

3. Notices

The University shall ensure that the attention of Authorised Users shall be drawn to the following notice, to be reproduced on each of the hard copies of the Work and given on the online archive website:

"This recording is provided for the purposes of non-commercial research, education and private study only. Copyright in this work is vested in the University of Bristol and in third parties who have authorised the University of Bristol to share the material on this basis only."

4. Ownership of Copyright

The copyright in any additional data added to the Collection shall belong to the authors of that data.

5. Warranties

The Artist warrants that they have the right to licence the use and reproduction of the Work for all purposes connected with this Agreement and that the University's use of the Work in accordance with this Agreement shall not infringe any third party copyright or other intellectual property rights.

6. Limitation of Liability

- 6.1 Save in respect of any liability which cannot by law be excluded or limited, neither party shall be liable to the other party for any indirect loss sustained by the other howsoever arising as a result of acts or omissions by the defaulting party.

- 6.2 For the purposes of this clause 6, "indirect loss" includes loss of profit, loss of commercial opportunity and loss of turnover.


7. General

- 7.1 The Artist undertakes to do all such acts and things and execute all such deeds and documents that may be necessary to give effect to this agreement and for the purpose of giving the University the full benefit of the provisions of this agreement.
- 7.2 No express term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 7.3 This agreement shall be governed by and construed in accordance with English law and each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the Courts of England.

A I give permission for any footage of my work from the NRLA Video Archive to be digitised and preserved and made available onsite in the Theatre Collection (please tick)

B I give permission for any footage of my work from the NRLA Video Archive to be made available online through the NRLA Digital Archive website (please tick)

IF YOU GIVE PERMISSION FOR BOTH THE DIGITISATION OF YOUR WORK AND TO MAKE THE FOOTAGE OF YOUR WORK AVAILABLE ONLINE THROUGH THE NRLA DIGITAL ARCHIVE, AS SET OUT IN OUR LETTER TO YOU PLEASE TICK BOTH BOXES A and B

SIGNED by on behalf of the UNIVERSITY OF BRISTOL Date:	SIGNED by  on behalf of the ARTIST Date: 13/4/2012
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