

LICENCE TO USE COPYRIGHT MATERIAL

DATE OF AGREEMENT: 2012

Parties

- (1) UNIVERSITY OF BRISTOL
Senate House, Tyndall Avenue, Bristol, BS8 1TH (the "University")
- (2) ARTIST



Apisuk, Chumpon (the "Artist")

of (please write in your address):

CONCRETE HOUSE
57/60 TIVANOND RD.
TALAD KWAN DISTRICT
NONTHABURI 11000
THAILAND

Telephone contact number:

(individually a "party" and collectively "parties")

WHEREAS

- (A) The University holds the video archive of the National Review of Live Art (the "Collection").
- (B) The University wishes for the purposes of physical preservation of the Collection to copy the Collection from its video format and to permit access to the Collection to others for the purposes of non-commercial research, education and private study.
- (C) The Collection contains video documentation of the Artist's performances, readings, lectures, concerts, discussions or other events recorded at the National Review of Live Art, as listed below;

Apisuk, Chumpon	[Untitled Performance] (the "Work")	2007
	Silence	2007

- (D) The Artist owns copyright and performers' property rights under Part II of the Copyright Designs and Patents Act 1988 in the Work held within the Collection.

IT IS AGREED as follows:

1. Licence for Use

- 1.1 The Artist hereby licences the University the right to
 - (a) convert the Work into such alternative formats and in such quantities as the University considers appropriate from time to time for the purposes of physical preservation; and
 - (b) allow access to the Work by Authorised Users. An "Authorised User" is defined herein as any person who has the express permission of the University of Bristol to access the Collection solely for educational, research and private study purposes; and
 - (c) at the University's expense, store, translate, copy or re-arrange the Work to ensure access to the Work and its physical preservation within the Collection. For the avoidance of doubt this includes making backup or security copies of the Work.
- 1.2 The University shall have the right to sub-licence any of the rights granted under this Agreement to any person or other organisation, but only insofar as such third parties are carrying out activities in connection with this Agreement on behalf of the University.
- 1.3 All licences under this Agreement in favour of the University shall be granted on a perpetual, worldwide, irrevocable, royalty-free and non-exclusive basis.