



LIGHTHOUSE TELEVISION

AN AGREEMENT made theday of20.....

BETWEEN

[.....] (.....)

of [.....], of the one part

AND

LIGHTHOUSE TELEVISION UGANDA (LTV)

of P. O. Box Kampala, of the other part.

RECITALS:

(A) The Author owns all proprietary rights in and to the copyrightable and/or copyrighted works as stated in Appendix A, incorporated herein by reference, and hereinafter collectively known as the "Work", and has the exclusive right to license to others the right to broadcast/transmit, produce, copy, make, sublicense or sell the Work.

(B) LTV desires to obtain, and the Author has agreed to grant, a license authorizing the use of the Work by LTV in accordance with the terms and conditions of this Agreement.

(C) The Artist owns all rights in and to the Work and retains all rights to the Work, which are not transferred herein, and retains all common law copyrights and all copyrights which have been, or which may be, granted by the Copyright and Neighbouring Rights Act 2006.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein, the Author and LTV agree as follows:

1. Grant of License.

1.1 The Author hereby grants to LTV, in accordance with the terms and conditions of this Agreement, a non-exclusive, non-transferrable license to broadcast/transmit, use the Work in the course of its business and for its own internal business purposes, and for no other purpose whatsoever without the express written permission of the Author. LTV shall not sell or distribute the Work in any way.

- 1.2 LTV may copy the Work in accordance with the terms of this Agreement, for general advertising materials and point of sale displays, advertising, and other promotional materials for the Work, and for its own internal business purposes. Any other use made by LTV shall only occur upon the receipt of prior written approval from the Author.
- 1.3 LTV shall not sell, grant sub-licenses or distribute the Work in any way without the prior express written approval of Licensor.
- 1.4 LTV hereby accepts such license and agrees that it shall not use the Work except in accordance with the terms and conditions of this Agreement. LTV acknowledges and agrees that the license granted herein is non-exclusive and that the Author may license others to use the Work.

2. Ownership of the Work.

LTV acknowledges that the Author is the sole and exclusive owner of the Work and of all associated intellectual property rights, and LTV shall do nothing inconsistent with such ownership. LTV further agrees that it will not claim ownership rights to the Work, or any derivative, compilation, sequel or series, or related Work owned by or used by the Author. LTV agrees that nothing in this Agreement shall give it any right, title, or interest in the Work other than the right to broadcast, transmit or use the same in accordance with the terms of this Agreement. LTV admits the validity of all copyrights for the Work and all associated intellectual property rights of the Author.

3. Term and Termination.

- 3.1 This Agreement shall commence as of the Effective Date and shall continue in full force and effect for a period of one year, and shall automatically renew for additional one-year periods, unless either party provides written notice of non-renewal to the other party, not less than sixty days prior to the expiration of any one year term.
- 3.2 In the event that LTV sells all of its assets to a third party, or otherwise ceases to exist in its current form, the Author, at its discretion, may immediately terminate this Agreement.
- 3.3 Upon termination or expiration of the license granted under this Agreement by operation of law or otherwise, all rights, including the right to broadcast, transmit or use the Work, privileges and obligations arising from this Agreement shall cease to exist.

4. Consideration.

The Author grants LTV the right to use the Work at no fee and/or royalty in consideration of air play of the Work at the discretion of LTV. Renewals or extensions of this Agreement are subject to terms to be agreed upon by the Parties prior to renewal or extension

5. Use of the Work.

- 5.1 LTV shall play, broadcast/transmit, use the Author's Work at its discretion. LTV shall ensure that the Work provided by the Author is of acceptable broadcast format and quality.
- 5.2 The Author shall provide Work to LTV in acceptable broadcast format and within agreed timelines. The Author shall also ensure that the Work is of acceptable broadcast quality. The Author hereby allows LTV to play, broadcast/transmit or use the Work at its discretion.

6. Warranty

The Author hereby warrants that the licensed Work is original and that the Author is the owner of the respective copyrights and other intellectual property rights therein. The Author warrants that no assignment of or grant of exclusive license in respect of the Work has been made to any person, firm, society or company. The Author hereby indemnifies LTV from any third parties in respect to any demands relating to the broadcast/transmission or use of the Work.

7. Assignment.

- 7.1 This Agreement (including, without limitation, the license granted hereunder) is personal to LTV and shall not be assigned or transferred by LTV, including, without limitation, by operation of law, except that, and only with prompt written notice to the Author, the Agreement may be transferred to a purchaser of all or substantially all of the assets of LTV. Any attempt on the part of LTV to assign, sub-license, or transfer Licensee's rights under this Agreement, except as provided herein, shall be void.
- 7.2 The Author may assign and/or license its rights and obligations under this Agreement and all its right, title and interest in the Work with the prior written notice to LTV.

8. Notices.

Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and delivered personally or by registered or certified mail, return receipt requested, with postage prepaid and addressed to the following persons and addresses, or to such other addresses or persons as any party may request by notice in writing to the other such party:

	LTV	AUTHOR
NAME		
COMPANY		
ADDRESS		
P.O. BOX		
TELEPHONE		
E-MAIL		

Any such notice shall be effective when received.

9. Arbitration and Governing Law.

All disputes arising from the terms of this Agreement may be subjected to binding arbitration upon consent of both parties, with one arbitrator selected by each party, and a third arbitrator selected by the two chosen arbitrators. This Agreement shall be governed by and construed in accordance with the laws of Uganda.

10. Independent Business Relationship.

LTV and the Author are independent entities and are not and shall not be construed as joint venturers, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this Agreement.

11. Miscellaneous.

11.1 This Agreement constitutes the entire agreement and understanding of LTV and the Author with respect to the subject matter hereof, superseding any and all prior agreements, understandings, negotiations, and discussions. No amendment, alteration, modification, or waiver of this Agreement shall be binding unless evidenced by an instrument in writing signed by the party against whom enforcement thereof is sought.

