

**AGREEMENT**

**(Conditions Governing the Use of Duplicated Material)**

Drawn up and signed in Jerusalem, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Between

**STEVEN SPIELBERG JEWISH FILM ARCHIVE**

The Hebrew University of Jerusalem

World Zionist Organization

(hereinafter - the Archive)

and between

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(hereinafter - the Client)

**WHEREAS** the Client wishes to copy films or parts of films from the Archive's collection (such copied archival material and/or every part thereof to be referred to hereunder as - the duplicated material) for incorporation into a production entitled: (Name of Production)

\_\_\_\_\_

**AND WHEREAS** the Client specifies that the production is to be distributed to the following : \_\_\_\_\_

**AND WHEREAS** the Archive is prepared to allow the Client to copy films or parts of films from its collection, subject to fulfillment by the Client of all the conditions set out in this Agreement.

**THEREFORE THE PARTIES HAVE AGREED AND STIPULATED AS FOLLOWS:**

**1. Preamble and Appendix**

- 1.1. The Preamble to this Agreement shall constitute an integral part hereof.
- 1.2. Copyright fees will be determined in accordance with the Spielberg Archive's price list valid at the time for the use specified in the Preamble to this Agreement as the use of production; the pricelist will be attached to this agreement to be known as appendix A, and will be an integral part hereof.

**2. COPYRIGHT**

- 2.1. It is understood that all copyright (as defined in the Copyright Law 2007 as adopted by the State of Israel), of all the duplicated material will remain in the possession of the Archive or other present copyright holder, and that the given permission to duplicate does not in anyway constitute a waiver and/or a bestowal of any rights whatsoever of or in the duplicated material.
- 2.2. With respect to film material in which the Archive does not own the copyright, and as a pre-condition for permission to duplicate, the Client shall obtain the advance written agreement of the copyright holder for the duplication. The Client will be solely responsible for obtaining the said agreement, and will bear full liability towards the copyright owner in connection with the duplication and use of duplicated material.
- 2.3. Where the copyright owner is not known, and the Client has made every reasonable effort to locate the copyright owner, the Archive may, at its discretion, allow the Client to duplicate the film material as requested, on the express condition that the Client bears sole liability for any payments in respect of royalty fees, breach of copyright or any other payment whatsoever incurred in connection with use of the material.

### **3. CLIENT OBLIGATIONS**

- 3.1. The Client hereby undertakes to compensate the Archive for any outlay and/or expense whatsoever incurred by the Archive and/or the Hebrew University of Jerusalem in respect of copyright and/or royalty claims regarding the duplicated material.
- 3.2. The Client hereby undertakes to use the duplicated material, or any part thereof solely in the production specified in the Preamble to this Agreement (hereinafter - the production). The duplicated material may not be used, at any time, in any sub-production, or in any production based, derived or adapted from the said production, or in any other production whatsoever, unless the prior written consent for such use has been obtained from the Archive, and subject to full payment of the fees requested by the Archive for such use.
- 3.3. The Client undertakes not to copy and not to allow others to copy and/or to make any other use of the duplicated material except in accordance with the conditions stated herein.
- 3.4. The Client shall take the utmost precautions to prevent copying of the duplicated material or any use thereof which is not in accordance with this agreement.

- 3.5. The Client undertakes not to use the material, in any form whatsoever, in a manner which is liable to decrease the value of the duplicated material or to cause damage in any form whatsoever to the Archive and/or the Hebrew University of Jerusalem and/or the World Zionist Organization.
- 3.6. To remit all payments as stated in the contract with 30 days of billing except for payments that should be made when receiving the services, as detailed in the attached price list.
- 3.7. The Client undertakes to notify the Archive at the earliest, but not later than six months from the date of duplication of the material, and before actual usage of the exact amount, in minutes and seconds, of duplicated material actually incorporated in the production. In the event that Client has not notified the Archive within the said six months of the amount of duplicated material used, the Client shall be deemed to have incorporated all the duplicated material into the production, and will be liable for copyright.
- 3.8. The Client will provide the Archive with a free copy of the production in which the material is incorporated.
- 3.9. The Client shall allow the unlimited educational and non-commercial use of the production within the Archive itself on a royalty-free basis
- 3.10. The Client will provide the Archive with a free copy of the production where archival footage was used in accordance with this contract within six months from the completion on the production
- 3.11. To insure the fulfillment of this obligation the client will deposit upon receiving copied materials a security check in the amount of \_\_\_\_\_ to be deposited the day after the period mentioned in this paragraph.
- 3.12. The use of the duplicated material is limited exclusively to the company/individual designated as the Client in the Preamble to this Agreement, and whose signature appears below. Use of the material by any company/individual other than the Client shall require a new Agreement. It is understood that use according to this agreement is solely that of the Client. The Client is not entitled to sell the duplicated material or any part thereof without the prior written consent of the Archive and only after payment of the fees as requested by the Archive.

- 3.13. The client is obligated to pay for all services received from the archive according to the pricelist attached to this contract.

#### 4. SENSITIVE MATERIALS

- 4.1. Where material of a sensitive nature is concerned, Holocaust, Israeli Wars, Historic Events, terrorist actions and memorial ceremonies for the fallen in Israel's battles the client shall provide script, treatment relating to the manner and context in which the material will be used.
- 4.2. The Archive will not release materials if it is found from the related materials (i.e.: script, treatment) that the materials are not to be used in an appropriate manner by the client in his production.

#### 5. TERMS OF PAYMENT, ROYALTIES

- 5.1. It is agreed that the price per **minute** for copied material shall be \_\_\_\_\_ Payment for use of the duplicated material will be fixed according to the amount of duplicated material which is finally incorporated into the production; however, the Client will be charged for a minimum of 30 seconds, even if less material at all is incorporated in the production.
- 5.2. Clients will be charged an advance on the copyright fees, in an amount to be determined at the sole discretion of the Archive.
- 5.3. Any delay in payment exceeding seven days will entail the addition of interest to the debt at the rate customarily charged by Bank Leumi of Israel for dollar loans to ordinary borrowers.
- 5.4. The client must notify the Archive in advance, in writing, of its intention to broadcast the production in any use other than as specified above, and permission from the Archive for such broadcast will be contingent upon payment of additional copyright fees, in accordance with the valid price list.
  - 5.4.1. Broadcast in media other than that/those specified below prior to payment of the additional copyright fees shall constitute a violation of this Agreement.
- 5.5. Upon receipt of notification by Client, as aforesaid in sec. 3.7, or after six months, if no notification is received; the Archive will send the Client a request for payment, according to the higher one - rates valid on the date of receipt of notification or of the expiry of

the six-month period. The Client undertakes to execute the payment within 30 days from the date of the request for payment.

- 5.6. It is hereby expressly stated and understood, that the Client may not use and / or broadcast any production whatsoever that incorporates the duplicated material unless payment for its use has been made in full and in accordance with these conditions. Broadcasting the duplicated material prior to completion of payment shall be considered a violation of copyright, and a compensation fee of NIS 10,000 for each broadcast will be paid to the Archive.

## 6. DUPLICATION

- 6.1. Duplication of unique prints: If the only print available for telecine is a unique print the client will be required to make an additional digital copy of the whole film which will become property of the Archive.

## 7. EXPENSES

- 7.1 All costs involved in duplication of the material from the Archive will be borne by the Client. These costs will be paid directly by the Client to the following: Laboratory executing the duplication or to all other parties, as necessary.
- 7.2 The Archive shall bear no responsibility for these expenses.

## 8. CREDIT

- 8.1. The Client shall not use the name of the Spielberg Archive or of the Hebrew University of Jerusalem or of the World Zionist Organization in connection with any distribution, advertising or publicity of the production, without the express permission from, in advance, from one of the parties mentioned above.
- 8.2. In the event that the duplicated material is incorporated into the production, the Client shall designate in the credits that the material is part of "**The Steven Spielberg Jewish Film Archives of the Hebrew University of Jerusalem and the World Zionist Organization.**"
- 8.3. Non-compliance with this condition will entail the addition of 50% to the current charges.

## 9. RETURN OF DUPLICATED MATERIALS

With the completion of duplicating materials with permission, according to this contract, the client is levied with the responsibility and obligation to return to the Archive the materials as they were released to him, and all of this to be done within a week of receiving the materials. This paragraph is valid for every case where the Archive's materials were transferred.

**10. PAYMENTS DUE TO INFRACTIONS**

10.1. Should the client violates any of the conditions of this agreement, he hereby undertakes to compensate the Archive with compensation determined and agreed upon in advance in the amount of \$1,000 for each violation and this without detracting from the rights of the Archive for full compensation for damages, harm or loss which is caused by the violation of the agreement.

10.2. Such compensation will be made within thirty days of demand by the Archive.

**11. JUDICIAL AUTHORITY**

This Agreement and all matters pertaining hereto shall be governed by the laws of the State of Israel, and all disputes arising hereunder shall be adjudicated in Jerusalem.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED BELOW  
THIS DAY OF , 20\_\_

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
ARCHIVE

The following to be filled in Caps:

\_\_\_\_\_  
Name

\_\_\_\_\_  
ID Number (with photocopy of Document)

\_\_\_\_\_  
Address/phone #