



Black Screen Loan Agreement

Terms and Conditions

BACKGROUND

- A. You have requested that the NFSA license You to use the film titles, listed in Item 2 of the Schedule ('the Films'), for use during the Event described in Item 1 of the Schedule ('the Event') in the manner set out in this Agreement (which includes the Schedules).
- B. The NFSA agrees to provide the Films as part of the Event in accordance with the terms and conditions of this Agreement.
- C. The NFSA is providing the Films under its Black Screen program, which provides Aboriginal and Torres Strait Islander Individuals and Communities access to loan Aboriginal and Torres Strait Islander films free of charge.

TERMS

Warranties

1. As the Event Organiser, You warrant that:
 - (a) You have full right and authority to enter into this Agreement and that the consent of no other person, company or organisation is necessary;
 - (b) You will keep the Films secure and not use them for any purpose other than those authorised in this Agreement; and
 - (c) no copies of the Films will be made and that the Films will not be broadcast or digitised.

Indemnity

2. You agree to indemnify the NFSA against any liability, costs (including legal costs), claims or damages arising from a breach of the warranties provided in clause 1.

Grant of licence

3. The NFSA grants You a non-exclusive licence to communicate the Films to the public at the Event in accordance with Item 2 of Schedule 1.

NFSA's obligations

4. The NFSA will provide the Event Organiser with the Films in the format set out in item 2 of Schedule 1.

Acknowledgement

5. You will ensure that the NFSA is credited on all publicity and promotional material in the manner shown in Schedule 2 and that You will not use that material until the NFSA has approved it in writing.

Your other obligations

6. You agree that:

- (a) You will not knowingly use the Films (or allow them to be used) in any way that may cause pain, offence or embarrassment to Aboriginal/Torres Strait Islanders people.
- (b) You will not copy the Films, or modify the images and sounds in the Films, or use them (or allow them to be used) for any other un-authorized purpose.
- (c) As the NFSA is providing the Films under its Black Screen program for free community screenings, patrons will not be charged for attending screenings of the Films during the Event.
- (d) At the end of the Event, You will immediately return the Films to the NFSA and ensure they are received by the NFSA within **14 days** of the end of the Event.

Termination for default

- 7. In addition to any other right or remedy, the NFSA may terminate this Agreement if You breach any of your material obligations and fail to remedy the breach (if capable of rectification/remedy) within 14 days after receiving notice to do so.
- 8. Where the NFSA terminates the Agreement under clause 7, You must immediately return the Films to the NFSA.

Relationship between parties

- 9. Nothing in this Agreement constitutes a partnership, agency or employment relationship between the parties or makes either party liable for any debt or obligation of the other.

Applicable law

- 10. The law of the Australian Capital Territory governs this Agreement and the parties submit to the non-exclusive jurisdiction of the courts of that territory.

Entire agreement

- 11. This agreement constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing, with respect to the subject matter of this agreement.

Variation

- 12. Any variation to the Agreement is not effective unless it is in writing and signed by both parties.

Expenses

- 13. Each party will bear its own costs for complying with this Agreement.

SCHEDULE 2 - NFSA CREDIT [Clause 5]

The NFSA credit shall be substantially as follows:

[Borrower Name] acknowledges the assistance of
Black Screen, an initiative of the National Film & Sound Archive of Australia.

followed by the NFSA logo which is as follows:



I declare that I:

- *identify as Aboriginal and/or Torres Strait Islander*
- *am eligible to loan Black Screen titles for non-commercial screenings only;*
- *will adhere to the terms and conditions of loan in effect at the time of the loan and use of the Black Screen Collection;*
- *have supplied information that is correct and agree to contact the NFSA if any changes occur to the information supplied.*

Name		Position	
Signature		Date	

On behalf of the National Film and Sound Archive Australia

Name		Position	
Signature		Date	

Send the completed Forms to NFSA Black Screen:

Email: blackscreen@nfsa.gov.au

or

Mail: NFSA Black Screen
Indigenous Connections
Level 1/45 Murray Street
Pyrmont NSW 2009

Office Use Only

POSTAL TRACKING NUMBER:	
RETURN DATE:	
FEEDBACK FORM PROCESSED DATE:	