



# NATIONAL FILM AND SOUND ARCHIVE OF AUSTRALIA

## Usage Agreement

In consideration of the payment of the Usage and Administration Fees, the National Film and Sound Archive of McCoy Circuit Acton ACT 2601 (ABN: 41 251 017 588) (**"the NFSA"**) provides Collection Material/s to the Client for the Approved Use in accordance with the terms and conditions of this Agreement.

### CLIENT DETAILS

**Organisation Name:** Paradise Entertainment Limited

(**"The Client"**)

**ABN/ACN (if applicable):** S 22

**Address:** S 22

**Contact Name and Title:** S 47F

**Phone:** S 47F

**Email:** S 47F

### APPROVED USE

**"Collection Material/s"** are the material/s set out in Schedule 1 to this Agreement.

**"Approved Use"** of Collection Material/s limited to the Title, Media, Territory and Term/Edition specified below and subject to any further restrictions specified in the Schedule to this Agreement.

**Title of Completed Work:** S 47G

Type of Collection Material	Client Category	Type of Use
S 47G	S 47G	S 47G

<b>Term:</b>	S 47G
<b>Territory:</b>	S 47G
<b>Any Applicable Discounts:</b>	S 47G

<b>Usage Fee Rate:</b>	S 47G
<b>Total Usage Fee:</b>	S 47G

Job number: § 22

Access officer: § 22

**TERMS AND CONDITIONS****1. Use of Collection Material/s**

- 1.1. The Client agrees to report their final usage of the Collection Material/s and to pay a Usage Fee calculated by the NFSA based on the published usage fee rates prior to the production being completed and made available to the public.
- 1.2. Once the final usage has been reported to the NFSA, master copies of the Collection Material/s must be erased.
- 1.3. The term of the Approved Use shall commence from the date of the NFSA's receipt of the Usage Fee or from the date as otherwise agreed.
- 1.4. Any additional use of the Collection Material/s that is not directly related to the Approved Use (including use by third parties) requires the express written permission of the NFSA.
- 1.5. Approved Use includes provision of the final production, incorporating the collection material, to a third party in fulfillment of broadcast, streaming or other distribution obligations.
- 1.6. Where the Client receives a third party request for access to the Collection Material/s, the Client will refer that request to the NFSA.
- 1.7. Where the parties have agreed to Special Conditions these will be listed in Schedule 2 to this agreement.

**2. Acknowledgment**

§ 47G

**3. Warranties and Indemnity**

- 3.1. The Client acknowledges that:
  - rights verified Collection Material/s will be supplied when available;
  - where rights cannot be verified the NFSA makes no claim or entitlement to any copyright in the Collection Material/s and further, the NFSA is not responsible for locating or contacting the copyright owner/s on behalf of the Client/s;
  - this Agreement is restricted to the Title and Approved Use listed above and does not constitute an assignment of any copyright in the Collection Material/s.
- 3.2. The Client warrants that any use of the Collection Material/s will be strictly in accordance with this agreement.
- 3.3. The Client agrees to indemnify the NFSA against all costs and losses arising from a breach of any of these warranties or a breach of a term or condition of this Agreement.

**4. Dispute resolution and termination**

- 4.1. The Client agrees to act in good faith in the exercise of their rights and the performance of their obligations under this agreement.
- 4.2. Should the NFSA become aware of any breach of obligations by the Client under this Agreement, the NFSA will notify the Client in writing within 7 calendar days of becoming aware of that breach.

- 4.3. The Client agrees to enter into good faith discussions with the NFSA within 7 calendar days of receiving any written notice issued by the NFSA under clause 4.2, and promptly remedy the breach.
- 4.4. If the breach is not resolved within 28 calendar days from the date a written notice is issued by the NFSA under clause 4.2, the NFSA reserves the right to immediately terminate this Agreement by written notice.

## **5. Assignment**

- 5.1. The Client cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the NFSA's prior written approval.
- 5.2. Clause 5.1 is not intended to exclude the client fulfilling distribution obligations in accordance with clause 1.5.

## **6. Applicable law**

The rights and obligations of the parties to this Agreement will be governed by and construed in accordance with the law of the Australian Capital Territory and the parties agree to submit to the jurisdiction of the courts of the Australian Capital Territory in all such matters.

## **AGREED AND ACCEPTED**

S 22

## **SCHEDULE 1** (see approved use)

Collection Material/s

Title	Title Number	Format	Estimated Duration	RESTRICTIONS
[ROBERT PLANT AND JOHN BONHAM INTERVIEW]	1576974	S 47G	S 47G	S 47G