**ARCHIVE AGREEMENT**

[Name and Address]

Date:

Dear xxx

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**The Programme**”)

For the purposes of this letter, the **“Material**" shall mean [the still photograph/the moving footage/videotape recording taken/provided by you of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ also any and all family members and colleagues [*alternatively describe material made available*]

We write to confirm our agreement as follows:-

1 You hereby grant to us and persons authorised by us the non-exclusive right in perpetuity to record, copy, reproduce, broadcast, transmit and perform all or part of the Material for and/or in connection with the production, exploitation, promotion and/or advertising of the Programme throughout the world for the entire period of copyright in the Material and all extensions and renewals thereof by all means and in all media whether now known or hereafter discovered or developed.

2 You warrant that you are entitled to grant to us the rights referred to in paragraph 1 above and that the exercise of such rights will not (a) infringe the copyright or any other personal or property rights of any person or be in breach of any statute or regulation or (b) entitle any person to claim any payment from us or from any of our licensee

3 We shall not be obliged to include the Material in the Programme.

4 We shall be entitled to assign the benefit of this agreement to any third party but we shall remain liable to you for all of our obligations under this agreement.

5 This agreement shall be governed by and construed under the laws of England and Wales.

Yours faithfully Read and agreed by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of duly authorised for and on behalf

Media Trust of the licensor