



National Trust

# Seaton Delaval Hall Research Room Research Room Acquisition: Copyright Agreement



This Agreement dated ..... and made between;

..... [Name] (hereafter “the Licensor”) of

..... [Address]; and

The National Trust at Seaton Delaval Hall, The Avenue, Seaton Sluice, Whitley Bay NE26 4QR.

The National Trust is pleased to *be acquiring/have acquired [delete as appropriate]* the following item(s) for the Research Room at Seaton Delaval Hall:

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This Agreement is designed to establish who owns the copyright, database right, design right and rights of a similar nature of copyright “the Rights” in the Item(s) and to confirm how and in what ways The National Trust can use the Item(s).

If you are able to assign or licence the Rights to The National Trust you will assist us in helping to make the Item(s) publicly accessible to the widest possible audience, whilst reducing the costs and overheads of requesting permission on a case-by-case basis. This Agreement supersedes any other agreement made between The National Trust and the Licensor relating to the Rights.

**If you have any questions about this Agreement, please contact:**

..... on .....

**When completed, please return this Agreement to .....**

.....

.....

**Copyright Agreement – If you are the Licensor / representative, tick either A or B**

**A. Copyright Licence**

The Licensor (either as owner of the Rights or as an authorised agent for the owner of the Rights) grants The National Trust a perpetual, worldwide, non-exclusive, royalty free, irrevocable licence to reproduce the Item(s) with the attribution statement below throughout the world and in any medium, for the uses outlined below (the “Permitted Uses”):

Please select as many boxes from the list below:

**PLEASE AMEND REQUIRED USES TO SUIT REQUIREMENTS**

on any of The National Trust’s websites

on social media sites, whether created now or in the future, including but not restricted to Facebook, Twitter, Pinterest etc.

for all The National Trust’s educational and non-commercial purposes

in The National Trust’s marketing, press and promotional material

in The National Trust’s commercial publications, or in association with a commercial publisher, in printed and digital form for sale throughout the world

on National Trust branded or co-branded commercial prints, products and merchandise for sale throughout the world

to crop the Item(s) and/or incorporation into other works in a way The National Trust deems sympathetic to the Item(s)

Please tick here if you agree to grant The National Trust a licence to use the Item(s) under the same terms as above for any Item(s) which The National Trust may acquire in which you own the rights in the future.

**B. Assignment of rights to The National Trust**

In consideration of The National Trust providing a credit in the manner described below where reasonably practical, the Licensor (either as owner of the Rights or as an authorised agent for the owner of the Rights) assigns to The National Trust all Rights in the Items(s). The Licensor understands that they may still make use of the Items for their own non-commercial portfolio and/or website uses. The Licensor agrees to do all things which may be necessary to give effect to this

Agreement. This assignment is for the full term during which such Rights and any renewals or extensions of them shall exist in the Item(s).

If you are the author of the Item(s) or an authorised agent for author of the Item(s), please tick here if you allow The National Trust to crop the Item(s) and overlay text in a way The National Trust deems sympathetic to the Item(s)

Please tick here if you agree to assign The National Trust all Rights in the Item(s) which The National Trust may acquire in the future.

**Credit**

**How would the Licensor like to be credited?**

.....  
.....  
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**Warranties**

By signing this agreement I/we warrant and undertake to The National Trust that:

- the Licensor is the legal owner of the Rights contained within the Item(s) and/or is entitled to grant to The National Trust the Rights under Option A or B free from any encumbrances, charges, options and licences;
- the Item(s) in themselves do not constitute an infringement of any third party’s copyright or other intellectual property rights; and
- the exercise by The National Trust of the Rights licensed in this Agreement will not infringe the rights of any third party.
- I/we are not aware of any third parties who might be entitled to prevent The National Trust from exploiting the Rights licensed under Clauses A or B

**Indemnity**

The Licensor agrees to indemnify The National Trust against any losses, damages, costs and expenses that The National Trusts may suffer as a result of any breach of warranty or the grant of the Licence under this Agreement.

**Authorisation**

This Copyright Agreement shall be governed by and is subject to English and Welsh law and the parties agree to accept the exclusive jurisdiction of the Courts of England and Wales.

Signed by:.....

Name: ..... Date: .....

For and on behalf of the Licensor

Signed by: .....

Name: ..... Date: .....

For and on behalf of The National Trust

**Data Protection**

**How we use your personal data.**

The personal data you give us in this copyright agreement will be held securely in compliance with the Data Protection Act 2018 and will not be used for any other purpose, other than to contact you about copyright permission; we will never use it for marketing communications that you haven't agreed to receive.

**How we protect your personal data and how long will we keep it?**

Your contact details are stored on a secure place. We will keep it for as long as your item(s) is in our possession.

**If you no longer want us to hold your contact details for donation.**

At any time you can change your mind about whether you agree to us keeping your contact details, please email [seatondelavalhall@nationaltrust.org.uk](mailto:seatondelavalhall@nationaltrust.org.uk), or contact us on 0191 237 9100. The personal data in this Donation Application Form will be securely destroyed.

*"We" and "Us" means The National Trust, charity number 205846, and National Trust (Enterprises) Limited*