

CORAMBAAF ELECTRONIC FORMS LICENSING AGREEMENT 2020–2021

Agreement made this day of 2020 between CoramBAAF Adoption and Fostering Academy (CoramBAAF - hereinafter called ‘the Licensor’) of Coram Campus, 41 Brunswick Square, London WC1N 1AZ and [AGENCY] of [ADDRESS] (hereinafter called ‘the Licensee’).

Whereby it is mutually agreed concerning

Forms [AS LISTED ON INVOICE] (hereinafter called ‘the Forms’, the copyrights of which are the property of the Licensor)

- 1) In consideration of the payment referred to on the attached invoice, the Licensor grants to the Licensee the following non-exclusive rights:
 - reproduction of the Forms;
 - adaptation of the Forms;
 - distribution of the Forms via electronic and/or paper media to the Licensee’s staff and authorised third parties for non-commercial use.
- (2) Licensor and the Licensee agree that the term ‘adaptation’ refers to actions necessary to merge the Forms with other documents and into databases in the Licensee’s possession. Notwithstanding the grant of the right of adaptation, the Licensee agrees to reproduce faithfully the full text of the Forms, including introductory and guidance notes, unless for the purposes of avoiding replication of words and phrases in the merger of the Forms. Permission to make any further deletions, additions or amendments to the Forms must be sought from the Licensor, such permission not to be unreasonably withheld. If requested in writing, the Licensee shall furnish to the Licensor, within 14 days of receipt of such request, a copy of the adapted and merged Forms for inspection.
- (3) The Licensor further grants to the Licensee the non-exclusive right to authorise third parties to reproduce, adapt and merge the Forms (as detailed above) and to distribute them to the Licensee’s staff for non-commercial use.
- (4) Payment of the invoice referred to above shall be construed as acceptance of the terms and conditions of this license.
- (5) The copyright in the forms shall remain the property of the Licensor. The Licensee agrees to display the following copyright notice on the first page of any paper copy of the Forms and on the first screen of any electronic copies:

Permission to reproduce, adapt, merge, distribute or communicate further (except to staff of [AGENCY NAME] and/or its authorised agents) must be sought in writing from CoramBAAF.

- 6) The period of this license shall be from 1 April 2020 to 31 March 2021, at which time the License shall be renewed by the Licensor unless informed otherwise by the Licensee.
- 7) Permission to translate into and use the Forms in any other language than English (or Welsh and Braille, where the translation has been supplied or authorised by CoramBAAF) must be sought by the Licensee in writing from the Licensor, such permission not to be unreasonably withheld.
- 8) The Licensee shall not assign the rights granted under the terms of this agreement without the written consent of the Licensor, such consent not to be unreasonably withheld. An exception to this undertaking by the Licensee will be made by the Licensor when the Licensee is taken over or merged with a third party, in which case the new entity shall become the Licensee.
- 9) The Licensor may terminate this Agreement by written notice should the Licensee breach any of the terms and conditions set forth in it, such termination to be effective upon Licensee's receipt of written notice.
- 10) This agreement shall be governed by the laws of England.