

AGREEMENT

This agreement is between **DocMovies**, developer and operator of movie-discovery.com, jflix.net and library-films.com exclusively owned and managed by Mr. [NAME] from [ADDRESS], email: [EMAIL] ("**DM**") and [INSTITUTION], _____ and its Libraries_(Registration no. _____) from [ADDRESS], email: [EMAIL] ("**Institution**").

1. Definitions

The following terms shall have the meaning ascribed to them hereinafter:

- 1.1. "**Agreement**" - this agreement;
- 1.2. "**Content**" - all materials incorporated on and accessed by the Site, including also the Movies and features of Site and Service;
- 1.3. "**Download License**" - as basically defined in **Annex A**, but may vary by DM at his sole decision; binding version shall be the latest, most updated, version published on Site;
- 1.4. "**License/s**" - as described in article 4 in this Agreement;
- 1.5. "**Movies**" - repertoire of films and audio-visual works available on the Site;
- 1.6. "**Payment Method**" - as marked by Institution in the subscription form attached as **Annex B**;
- 1.7. "**Party/ies**" - a party to this Agreement and, together, both parties to this Agreement;
- 1.8. "**Permitted Purposes**" - the following non-profitable and non-commercial exploitations only: (1) private and personal use; (2) education; (3) research.
- 1.9. "**Purchase**" - when Institution pays to DM the fees against the Licenses (Streaming/Download) that Institution selected according to the Payment Method;
- 1.10. "**Service**" - on-line platform for purchase of License to the Movies;
- 1.11. "**Site**" - web site at this web address: jflix.net or *movie-discovery.com* or library-films.com.
- 1.12. "**Streaming License**" - as basically defined in **Annex A**, but may vary by DM at his sole decision; binding version shall be the latest, most updated, version published on Site;
- 1.13. "**Viewer/s**" - registered and active members and staff of Institution (e.g., if Institution is an academy: teachers, researchers, staff and students, and if Institution is a community center: members and staff) that Institution can digitally identify online.

2. **The Service**

- 2.1. Use of the Service is subject to all terms of this Agreement. These terms also apply to any features that may be available through the Service or Site post execution of this Agreement.
- 2.2. Repertoire of Movies may vary at DM decision, *inter alia*, movies shall be added to Service or removed from the Service at DM sole discretion.
- 2.3. The Institution and the Viewers are the only entities eligible to exploit the Service subject to all terms of this Agreement.
- 2.4. Institution shall pay to DM against every Streaming License and/or Download License per every Movie that Institution select the license of which on Site. Institution may choose to join a subscription, which allows access to all movies in the platform.

Details of DM account:

Wire Routing Transit No.:

Bank Name:

Bank Address:

Acc. Number:

Acc holder Name:

CHIPS Participant:

3. **Registration**

- 3.1. Institution is entitled to access the Service on Site immediately after signature of this Agreement by the Parties.
- 3.2. Institution shall fulfill the subscription form attached as **Annex B** and provide a copy thereof to DM shortly after signature of this Agreement.
Subject to DM confirmation of all details that Institution will fill in the form Institution may exploit the Service.
- 3.3. Institution can cancel its subscription at any time by provision of notice to DM, but every Purchase made prior to cancellation date shall be completed by DM and therefore paid for by Institution.

4. **Representations**

- 4.1. DM represents and warrants that:
 - 4.1.1. DM is entitled to grant the License to Institution according to all terms of this Agreement and nothing in execution of this Agreement shall be considered infringement of proprietary right of a third party;
 - 4.1.2. DM shall debit Institution only upon exercise of License and subject to Payment Method;
 - 4.1.3. DM shall not transfer or otherwise share the details of Institution and its Purchases with any third party, except governmental authorities and copyright owners, for the purpose of reports only.

DM shall not exploit any information on Institution for purposes other than provision of the Service and Licenses according to this Agreement and shall not approach and/or apply Viewers directly, except for technical assistance.

- 4.1.4. DM shall provide on-line technical support to Institution, as needed, during business hours and on working days.
- 4.2. Institution represents and warrants that:
 - 4.2.1. **It is a legally incorporated non-profit association the goals of which are education, research and/or enhancement of community life;**
 - 4.2.2. It is aware that some Movies may bear a warning or notice regarding content or recommended minimal age of Viewer;
 - 4.2.3. Institution shall exploit Movies according to License only and shall not exploit Movie or any part thereof for commercial purposes and/or against fee of any kind.

5. **License**

- 5.1. DM hereby grants Institution a limited, non-exclusive, non-transferable license to access, use and exploit the Service by its Viewers only against Purchase or Subscription which enable exploitation of the Movies under the **Streaming License** and the **Download License** subject to the **Permitted Purposes** and as long as Institution is not in breach of this Agreement ("**License**").
- 5.2. The License may be exploited by Institution and all the Viewers worldwide.
- 5.3. Institution shall not copy, reproduce, distribute, transfer, sell, license, sublicense, publish, enter into a database, display, modify, create derivative works, edit, transmit or in any way exploit any part of the Content, except as specifically allowed in this Agreement and under the License, as defined above.
- 5.4. The License is granted to Institution *per-se*. Institution may not distribute any part of the Service in any way, may not assign, sublicense, pledge or transfer any of its rights or obligations under this Agreement to any third party.

6. **Copyrights & Trademarks**

- 6.1. The Content is protected by copyrights, patents, trademarks, trade secrets or other proprietary rights.
- 6.2. The copyright proprietors have licensed the Content for use that is subject, *inter alia*, to the Permitted Purposes only.
- 6.3. Some of the characters, logos or other images presented by the Service are protected as registered or unregistered trademarks, trade names and/or service marks owned by DM or third parties. Use of such marks is not authorized in any manner other than as presented on the Service and the Site.

7. **Limitations**

- 7.1. Access to Content depends on the Institution's meeting of regular technical conditions, e.g., maintenance of Internet connection, available bandwidth and devices used to access the Service.
- 7.2. No transfer of ownership in intellectual property right, including also copyright, to any portion of the Content shall be made as a result of any access granted to the Service, Purchase or exercise of this Agreement.

8. Service Updates

DM may make updates, bug fixes or other changes or other kind of enhancements to the Service and/or the Site. Service and/or the Site may be unavailable during such Service enhancements.

9. Termination

- 9.1. Institution may terminate this Agreement at any time but shall still be responsible for payment according to all Licenses obtained prior to the effective date of termination, i.e., date on which DM received Institution termination notice.

10. Disclaimer of Warranties

- 10.1. DM does not warrant that the Service will be available and uninterrupted or error-free, but will do its best to fix such errors as quick as it can, if they occur.
- 10.2. Institution shall exploit the Service and the License at its sole risk and DM shall have no liability to Institution for Content that may be found to be offensive, indecent or objectionable.

11. Miscellaneous

- 11.1. Annexes to this Agreement comprises a material and integral part thereof.

IN WITNESS whereof the duly authorized representatives of the parties have hereto set their hands the day and year first above-mentioned.

DOC MOVIES

INSTITUTION

By:
Title:

By:
Title:

ANNEX A

Last update: 26 November, 2018

Streaming License

Movie is streamed to an Institution server/s from which Viewer may:

- (1) watch the Movie on her personal device;
- (2) screen the Movie in the face-to-face classroom/hall;

All of the above for the Permitted Purposes only and during the set period of time, as detailed on the Site with relation to the price of the specific purchase or subscription (e.g., for X months, Y US\$).

Download License

A copy of the Movie is downloaded by the Institution and shall be exploited under one of the following licenses only:

1. Digital Site License

Allows Institution to make the Movie available to its Viewers by a private and secured connection to every Viewer for the Permitted Purposes only in perpetuity.

2. Public Performance License

Allows Institution to screen the Movie in Institution premises for the Permitted Purposes only and in perpetuity to these audiences only: (1) Viewers; and/or - (2) list of invitees.

Institution shall not exploit Movie or any part thereof for commercial purposes and/or against fee of any kind.

ANNEX B
SUBSCRIPTION FORM

1. Institution Name:
2. Address:
3. Name of contact
Person:
4. Title of Contact
Person:
5. Telephone:
6. Email:
7. Potential Number
of Viewers (Max.):
8. Payment Method: [Please choose]
 - Wire transfer
 - Credit card