

Licence Agreement No. 1_____/____

1. Parties to this Licence Agreement

F-nadace, resident at Krásava 957/24, Prague 4, Czech Republic, Business Reg. No. 60449837, registered in the Register of Foundations kept at the Municipal Court in Prague, volume N, insert 56, correspondence address: P.O.Box 107, 130 11 Praha 3, e-mail: f-nadace@f-nadace.cz represented by the chairman of the board of directors Mr Petr Frolík as the Recipient on one side

and

name and surname:

date of birth:

resident at:

as the Provider on the other side hereby enter into this Licence Agreement under the following conditions. The licence Provider declares that he/she is the owner of the copyrights or other copyright-associated rights to the work/works, artistic performances or records (hereinafter "the Work") which are subject to this Licence Agreement and that he/she will be responsible for possible damage that the Recipient would suffer due to the incorrectness of this declaration.

2. Purpose of this Licence Agreement

The purpose of this Licence Agreement is to create a legal base for a non-commercial distribution of Christian works of art with the full respect to copyrights, and thus to assist in growth and edification of both individuals and churches.

3. Subject of this Licence Agreement

The works of art listed in the numbered Appendix/Appendices to this Licence Agreement (hereinafter "the Appendices"), which form an integral part of this Agreement are the subject of this Licence Agreement.

4.1 Granting of a Non-Exclusive Licence

The Provider is hereby granting the Recipient his/her permission to include his/her Work as specified in the Appendices in the Databáze křesťanských děl (Database of Christian Works – hereinafter "the Database"). The Provider grants the Recipient right to use the Work either as a "standalone" or together with other (of his/her) Works listed in the Database in all and any form or only in the selected forms as specified in the Appendices; the Provider also gives the Recipient right to sub-license a third party to use this right in the scope as granted by this licence – also in all forms or only in the selected forms as specified in the Appendices – (hereinafter "to sublicense"). By granting these rights, the Provider disclaims his/her right to require special licences for individual cases with the exception of provisions stipulated in article 4.4 of this Agreement, and all and any of his/her right to any remuneration.

4.2 Forms of Using the Work

The use of the Work will comply with the scopes of individual rights as stipulated in the Appendices to this Agreement.

4.3 Publishing Licence Agreement

To use the Work by means of reproducing and distributing as specified in the "To copy and distribute copies + Internet" or "To copy and distribute through – 3rd parties" sections of the Appendix with the author being the Provider, means to publish the Work, with this Agreement being understood as a non-exclusive publishing licence agreement. The author has right to make a correction/approval of his/her Work – without unnecessary delay after he/she receives the Work prepared for publication according to this Agreement.

The author can make minor changes to his/her Work during the validity period of this Licence Agreement, such changes, however, will not affect already granted sub-licences.

4.4 Informing the Author or Performing Artist on Sublicensing of his/her Musical Work

If an audio or audio-video recording is made of author's Work and the Recipient is asked for a sub-licence to this Work, the Recipient is obliged to inform the author. The method of informing is specified in article 10 of this Agreement.

Should the author disagree with such recording, he/she will send the Database administrator a written statement of disagreement within 21 days from the date of receiving the information on the recording. If the author does not respond within this period, it is understood that he/she agrees with the recording.

5. Database Specification

The Database is an archive of Christian works of art and information about them. It exists in electronic form, publicly accessible at www.dkd.cz (Database website) and may be posted at other websites. The Recipient reserves the right to change the Database website address (url). In parallel, the Database is maintained in "physical" forms: printed, recorded on audio, audio-video or data-storage media, etc. The Recipient reserves the right to transfer the Work into a format that suits them to perform the rights granted to him by the Provider.

6. Reimbursement

The parties to this Agreement agree on providing the licence and sub-licences free of any charge.

7. Coming to Force and Licence Territory

The licence comes to force on the day of this Agreement and its Appendices coming to force. The licence is provided for an unlimited period, until the copyright or other form of the Work protection expires at the latest. The Provider agrees with the Recipient using the rights granted in the Licence Agreement also outside the territory of the Czech Republic.

8. Licence Termination

Any party to this Agreement may terminate the licence as of the 10th day of the calendar month following the delivery of the notice to the other party. The licence to use the right to the Work may be terminated individually, i.e. only selected rights to selected Works specified in the Appendices may be terminated without affecting the validity of the overall Licence Agreement as such. Termination of a licence does not affect the validity of the granted sub-licences or of the transferred licence rights, neither it affects the

right to distribute existing physical copies of the Work published during the period of validity and effectiveness of this Agreement.

9. Personal Data

The Provider voluntarily agrees with his/her personal data being included in the Recipient's address book for an unlimited period with the purpose of simplifying the communication between the Recipient and the Provider and of performing the rights granted to the Recipient by the Provider.

The Recipient can provide Provider's personal data to a third party only upon his/her approval. The Provider can change his/her data at any time as well as withdraw the approval to provide the data to third parties. Should the Provider decide to withdraw the approval to provide his/her data to third parties, these data will be removed from the Database website and from all publications published by the Database within 10 days after receiving this information from the Provider (with the exception of Provider's name and surname). Starting on the day when the Recipient learns on the approval withdrawal, these data will no longer be given to any third party. The Recipient agrees to process personal data by himself and/or through the Databáze křesťanských písní [Database of Christian Songs] Civic Association, resident at Krásava 957/24, Prague 3, registered by the Ministry of Interior, No. II/s-OS-31548/97-R. The Recipient is obliged to notify the Provider in case of changing the data processing entity.

General provision: the right to publish the personal data at the Database website and in publications published by the Recipient.

Requested provision: the right to send the personal data to a third party, which will have applied to the Recipient for a contact to the Provider, provided the application is justified.

If none of the boxes below is crossed, Provider's personal data will be neither published nor provided to any third party, but serve solely to the Recipient.

Address* :
E-mail:
www:
Phone home:
Phone work:
Mobile phone:
Fax:

Provision:	
General	Requested
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
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* Specify only if different from the address specified in the title of this Agreement.

