

Video Library PROGRAMME ACQUISITION AGREEMENT

between The INSTITUTE OF CONTEMPORARY ARTS LTD (hereinafter referred to as the ICA)

ICA
ICA GALLERY
ICA CINEMA
ICA THEATRE

Institute of Contemporary Arts

and PRODUCER ADDRESS

Telephone

Entrance: The Mall, London SW1
Correspondence: 12 Carlton House Terrace London SW1Y 5AH

Telephone: 930 0493
Box office: 930 3647

President: Sir Roland Penrose

Vice Presidents: Sir Hugh Casson, Lord Goodman, Howard Hodgkin, Lord Reilly

Council: Cob Stanham (Chairman), Tony Elliott, Gerald Forty, Pat Gilmour, Roger Graef, Paul Hamlyn, G. Laurence Harbottle, Simon Jenkins, Martin Landau, Charles Levison, The Hon. Robert Loder, Hilary Rubinstein

Director: Bill McAlister

by which we agree :

- 1. Acquisition : Programmes selected for inclusion in the Library will be transferred to the video format in use in the Library at the expense of the ICA.
2. Holding : Programmes will be held in the library for a period of two years, which initial period may be renewed at the option of the ICA.
3. Viewing : The ICA will offer each programme for public viewing during the opening hours of the Library at the rates published in the catalogue.
4. Royalties : Within 28 days of the 31st of March each year the ICA shall remit to the copyright owner royalties at the rate of 50% of box-office income (less VAT at the current rate) derived from the public viewing of each programme in the year up to 31st of March.
5. Copyright : The copyright owner shall retain all rights in the programme except those covered by this agreement and the ICA shall ensure that a copyright notice appears on the catalogue entry for each programme.
6. Warranty : The producer warrants that s/he is the sole owner of the copyright in the programme and that all other copyright permissions have been obtained by the producer.
7. Promotion : The ICA shall reserve the right of non-paying promotional use of the programme within the ICA.
8. Ownership : The ICA shall retain ownership of the tapes in the Library.
9. Hire : The video-tapes shall be kept in the Library at the ICA and will be handled only by ICA staff.
10. Publicity : The producer will supply the ICA with titles, technical information, a written description of the programme and up to six photographic stills or other graphic material for catalogue and publicity purposes.

Titles covered by this agreement (detailed schedule attached) :

1: 2:
3: 4:
5: 6:

Dated: Signed : PRODUCER.....
(for and on behalf of)..... The ICA.....