

B. **Hope Channel Kenya** desires to obtain the rights to use the work in perpetuity for and purpose it requires subject to the limitations set forth below

NOW, THEREFORE, is consideration of the mutual promises and representations here in the parties agree as follows:

RIGHTS AND RESPONSIBILITIES:

1. Licensor retains all copyrights in the work; however, licensor agrees to grant Hope Channel Kenya/AWR the non-transferable unlimited right to use the work as recorded by licensee, including the right to copy, edit, advertise, translate, modify, broadcast and distribute the work via any and all forms of media
2. Licensor warrants that he or she is the sole owner of the work and that all the materials contained in the work were created by her/him and do not infringe on the intellectual property rights of any other person or party. In the event that the work infringes on the intellectual property rights of any third party, licensor agrees to indemnify Hope Channel Kenya/AWR and hold sit harmless from all costs and damages resulting to it from such alleged infringement including without limitation any defense costs
3. Licensor agrees that he//her appearance on Hope Channel Kenya/AWR is given free and without compensation. He/she agrees that the rights to this taping will belong solely and exclusively to Hope Channel Kenya/AWR for any purpose it deems appropriately
4. Hope Channel Kenya/AWR agrees to include licensor's original copyright notice in all DVDs or materials incorporating

GENERAL:

1. The license granted here under shall be for Hope Channel Kenya use so long as hope channel desires to use the work and does so within the terms of this agreement. If at any time licensor determines that Hope Channel Kenya has breached the terms of this agreement, licensor may provide thirty days termination notice to Hope Channel Kenya including a detailed statement alleging such breach. If Hope Channel Kenya cures the breach, then this agreement shall continue to be valid
2. Each party shall use its best endeavors to safeguard the intellectual property, confidential information and proprietary rights of the other party
3. This agreement shall be governed by the law of the state of Kenya and subject to jurisdiction of the courts
4. This agreement may be executed on two counter parts each of which shall be considered to be an original but both of which shall constitute only one agreement. This agreement shall not be subject to change, modification or discharge, in whole or in part, except by instrument in writing signed by both parties
5. Neither licensor nor Hope Channel Kenya/AWR will be responsible to each other for any special, accidental, indirect, exemplary, punitive or consequential damages resulting from the results or omissions to each other. This limitation does not apply to any third party claims for which the licensor indemnifies Hope Channel Kenya/AWR under this agreement
6. This document constitutes the entire understanding and agreement of parties and any other and prior agreements, understandings and presentations are here by terminated and canceled in their entirety and are of no further force and effect.



This agreement is entered into date first written above.

LICENSOR

NAME OF GROUP/ARTIST

ADDRESS

.....

.....

EMAIL ADDRESS

PHONE NO(S):

.....

AUTHORIZING PERSON

NAME:

TITLE (IN GROUP)

ID NO:

PHONE NO:

ADDRESS

SIGNATURE

DATE

HOPE CHANNEL KENYA

RECEIVING PERSON

TITLE: