**Licence agreement**

Name[[1]](#footnote-2):

Address:

represented for the purposes of signing hereunder by its duly authorised representative[[2]](#footnote-3), [Mr/Ms.] [Name, Title/Function],

hereinafter referred to as "**the** **Licensor**",

on the one part, and

the European Union, represented by the European Commission, having its seat at 200, Rue de la Loi, 1049 Brussels, Belgium (hereinafter referred to as "the **Licensee**"),

on the other part,

collectively hereinafter referred to as "the Parties".

Whereas the Licensor is the owner or has the necessary legal rights to grant the present licence for use of the work described below (hereinafter referredto as "the "Work"), the Parties agree as follows:

|  |
| --- |
| Title and brief description of the Work: Photo story (workshop's output file)Number of pages or slides: |
| Owner(s) and Author(s) of the Work (if different):Names of people recognizable or depicted in the Work:  |
| Year(s) of creation |

1. The Licensor grants the Licensee a non-exclusive, royalty-free, transferable, sublicensable, worldwide licence to use the Work.
2. The right to use the Work includes mainly the rights to: reproduce, store, distribute, modify, publish, display, disseminate, create derivative works, broadcast, communicate to the public or otherwise make publicly available, in any format, medium and language, including on the European Union websites and official social media pages or third parties websites and television.
3. For the avoidance of doubt, the Licensee is allowed to: add sound or new elements (paragraphs, titles, leads, bolds, legend, table of content, summary, graphics, subtitles in all EU official languages) to the Work, prepare presentations, animations, pictograms stories, slide-shows, extract parts from the Work or to divide it into parts and archive or include the Work in the European Commission’s databases, including electronic databases accessible to the public free of charge, and use the Work for any other purpose necessary for the fulfilment of the European Union’s missions.
4. The Licensee is permitted to authorise its employees and contractors to exercise on its behalf the foregoing rights granted to it by the Licensor.
5. Not applicable
6. The licence is granted for the entire duration of the copyrights and where applicable, related rights.
7. All copyrights and any other intellectual property rights pertaining to the Work remain the ownership of the Licensor and the Licensee does not acquire any ownership rights in it.
8. Derivative works include original works created by the Licensee, or its contractors, which make use of the Work. Without prejudice to the above, derivative works shall be owned by the Licensee.
9. The exercise of the rights granted to the Licensee hereunder is subject to the display by the Licensee of the following notice in due acknowledgement of the Licensor and the Work's author:

[Copyright notice of the Licensor - example: © Licensor, year]

1. Not applicable
2. The Licensor guarantees that it has obtained all the necessary authorisations in order to be entitled to license the rights mentioned above and warrants that it has obtained all the appropriate authorisations from the holders of copyright, related rights and other intellectual property rights pertaining to the Work, as well as written authorisations of persons depicted in the Work, where applicable.
3. The Licensor warrants that the use of the intellectual property rights licensed in this agreement to the Licensee does not and will not infringe the rights of any third party. In particular, but not limited to, the Licensor warrants that the Work does not infringe third parties' copyrights, related rights or image rights.
4. The Licensor undertakes to indemnify, defend and hold harmless the Licensee from and against claims, demands or actions against the Licensee, as well as any costs or expenses, including legal costs relating to legal judgements and proceedings concerning liabilities arising from the exercise of the intellectual property rights licensed under this Agreement (*i.e.* in case a third party bring claims against the European Commission for the use of the Work).
5. The Licensor hereby gives its consent to the processing of personal data to the extent necessary for the achievement of the purposes mentioned above. The Licensee guarantees that personal data is processed according to the rules set by the Regulation (EU) 2018/1725. Data may be archived by the Licensee.

As data subject, the Licensor has the rights to access its personal data, be informed about the existence and the extent of data processing, to rectify incorrect personal data. To exercise these rights, the Licensor may contact:

[insert details of relevant person to whom such queries can be addressed]

1. The exercise of the rights granted hereunder shall be governed by and construed in accordance with the law of the European Union, complemented where necessary by the substantive laws of Belgium. In case any dispute, controversy or claim arising out of or relating to the subject matter hereof cannot be settled amicably between the Licensor and the Licensee, it shall be submitted to the courts of Brussels.

|  |
| --- |
| For the Licensor,Place and Date:Signature:[Mr/Ms.] [Name][Capacity/Title, if applicable] |

1. Name of the Legal Entity or Name and Surname of the natural person [↑](#footnote-ref-2)
2. Only for legal entities [↑](#footnote-ref-3)