

**THIS AGREEMENT** is made **BETWEEN:**

(1) **BELFAST HARBOUR COMMISSIONERS** of Harbour Office, Corporation Square, Belfast BT1 (BHC); and

(2) **GRANTEE (Grantee):**

<b>Name:</b>	
<b>Address:</b>	

**IT IS AGREED:**

**1. DEFINITIONS**

1.1 In this agreement:

<b>Artwork</b>	
<b>Purpose</b>	non-commercial use of the Artwork for

**2. GRANT**

2.1 BHC grants the Grantee whatever rights it has (if any) at the date of this agreement to reproduce the Artwork solely for the Purpose, provided always that it is acknowledged and agreed by the Grantee that such grant is given without warranty or liability on the part of BHC and may be withdrawn by BHC at any time, and that the Purpose, if undertaken by the Grantee, is done so at the Grantee's sole risk.

2.2 The Artwork may be protected by intellectual property rights not owned by BHC. It is the Grantee's sole responsibility to ascertain whether such rights exist and for obtaining all other necessary permissions.

**3. DISCLAIMER**

BHC makes no representations or warranties of any kind with respect to the Artwork, and specifically disclaims any and all implied warranties or conditions of title, merchantability, satisfactory quality and fitness for the Purpose or any other purpose. Without limiting the foregoing, BHC disclaims any warranty with respect to copyright, trade mark, rights of publicity or privacy or any intellectual property right that may be embodied in the Artwork, or any warranty that the rights granted herein are sufficient for the Purpose. Grantee acknowledges that Grantee bears the sole obligation to acquire such rights.

**4. INDEMNITY**

In consideration of the rights granted pursuant to clause 2, the Grantee shall indemnify BHC and its employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by BHC arising out of or in connection with either the Purpose or any breach of this agreement by the Grantee or any failure by Grantee to secure any permission referred to in clause 2.2.

**5. MISCELLANEOUS**

- 5.1 Nothing in or done pursuant to this agreement shall operate so as to transfer or licence to Grantee any right, title or interest in or to any of the Artwork, save as expressly given by this agreement.
- 5.2 The failure of either party to enforce or to exercise any term of this agreement does not constitute a waiver of such term and shall in no way affect that party's right later to enforce or to exercise it.
- 5.3 This agreement may be executed in any number of counterparts, each of which will be considered an original, but all of which together will constitute the same agreement. The exchange of a fully executed agreement (in counterparts or otherwise) by facsimile or electronic transmission shall be sufficient to bind the parties to the terms and conditions of this agreement.

**6. GOVERNING LAW & JURISDICTION**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Northern Ireland. The parties irrevocably agree that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated below.

**AGREED AND ACCEPTED:**

**For and on behalf of BHC by:**

**For and on behalf of the Grantee by:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

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