

ASIAPRESS IMAGE (video-footage/photo) LICENSING

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[Download the application form \(PDF\), Fill in and send to ASIAPRESS by e-mail or FAX.](#)

Conditions of Use

(Version 00120-2014V2)

Client shall agree to the following conditions for using the IMAGE (any footage/photo) of ASIAPRESS: ASIAPRESS does not grant perpetuity rights. This is non-exclusive licensing granted for using IMAGES of ASIAPRESS. Any unauthorized use of ASIAPRESS IMAGES shall be considered as an infringement and may be billed for compensation or could result in legal proceedings.

(1)- ONE TIME USE;

Unless otherwise stated, use of IMAGE shall be solely for the specific use as stated by the client when obtaining a usage quote. In the case of additional and future usage of the IMAGE, the terms shall be re-negotiated with ASIAPRESS before re-using the IMAGE. Any use of the IMAGE without written consent shall be considered as an infringement.

(For TV, re-broadcasting the IMAGE multiple times shall be granted only within 24 hours from the time of the first airing.)

(2)- NO IMAGE MAY BE RE-USED/RE-DISTRIBUTED/SOLD/LENT;

Unless otherwise stated, the client shall not re-distribute, sell, lend the IMAGE to any third party in any form.

In terms of distributing, transmitting, and delivering the article/program to the affiliated publisher/TV stations, the client shall undertake the obligation to enforce the responsible use of the IMAGE by the publisher/editor/affiliated parties in accordance with all articles and conditions of use.

In the case when a client intends to sell the program as a DVD/VHS or internet posting, any part of the IMAGE shall be removed completely from the program.

(3)- FOREIGN LANGUAGE PUBLISHING;

Unless otherwise stated, in the case of publishing a book/article in a foreign language and using the IMAGE, a fee arises to each language version. The client shall undertake the obligation to enforce foreign publishers/editors/affiliated parties to follow all articles and conditions of use.

(4)- DOMESTIC AND INTERNATIONAL BROADCASTING AND PROGRAM DISTRIBUTION TO FOREIGN AFFILIATED STATION;

Unless otherwise stated, the client shall not distribute, deliver, or sell the IMAGE to foreign stations/production/program makers/affiliated parties.

(In the case of ASIAPRESS licensing the client to distribute or deliver the IMAGE to foreign countries, the client shall inform ASIAPRESS before distribution and await confirmation of permission before taking further actions to distribute or deliver the IMAGE. Further, the client shall undertake the obligation to enforce foreign stations/production/program makers/affiliated parties understand and follow all articles and conditions of use.)

(5)- CREDIT;

Unless otherwise stated, ASIAPRESS will deliver the credit-burned footage to the client.

In the case of the client using the non credit-burned raw footage delivered by ASIAPRESS, copyright credit shall be displayed at every appearance of the IMAGE. The credit differs by every IMAGE.

ASIAPRESS indicates proper credit;

[example 1] ASIAPRESS

[example 2] By-line (the name of shooter)/ASIAPRESS

(6)- INTERNET USE;

Unless otherwise stated, the IMAGE shall not be posted on the internet website.

(* For TV; In the case of a TV station posting the aired program on the internet, ASIAPRESS grants the use of the IMAGE only within 24 hours from the first appearance of the IMAGE on the TV station's website. Uploading the same copy or the trailer of the program using the IMAGE on an external web movie service such as YouTube is NOT permitted. In the case of using a captured still-picture from the IMAGE (footage) for the text-article of the program, ASIAPRESS will deliver the credit-burned picture to ensure there is no unauthorized use.

In the case of a client intending to post the IMAGE (footage/photo) more than 24 hours after the initial viewing, the client shall make an extra agreement with ASIAPRESS.

(7)- NO PUBLICATION ADVERTISEMENT USE;

The client shall not use the IMAGE in any other form, including the publication of an advertisement/guidance/program trailer, without prior written consent from ASIAPRESS.

(8)- IMAGE PROCESSING;

In the case of IMAGE processing, cropping/trimming or effects shall be granted only under the condition in respect of the IMAGE not harming the original idea and intention of the copyright holder. In consideration of protecting the identity of the person appearing in the IMAGE, ASIAPRESS may process a mosaic or blur IMAGE before delivering to the client when ASIAPRESS finds necessity. ASIAPRESS will notify and negotiate this with the client beforehand.

(9)- NO STORAGING;

Client shall not store the IMAGE in their own archive or database. All IMAGES shall be discarded from the computer or videotape/DVD of the client after use and shall not be used again unless otherwise agreed upon with ASIAPRESS.

(10)- FOOTAGE RETURN;

In the case of the client receiving the IMAGE (footage) by video-tape/DVD, to avoid future troubles or accidental improper use, the client shall return the videotape of the IMAGE (footage) to ASIAPRESS within 90 days after the application of the IMAGE, regardless of whether or not the client actually used the image or not. The client shall accept the shipping costs for returning of the IMAGE.

(11)- LENGTH DECLARATION;

The client (TV/filmmaker) shall inform ASIAPRESS as to the actual length(minutes/seconds) they will use the IMAGE without undue delay after the show.

All actual time the IMAGE appears shall be counted in the program INCLUDING monitor-back screen showing at the studio.

(12)- SEND A COPY;

The client shall send a copy of the publication/article/program/video-filmworks to ASIAPRESS after the first appearance of the IMAGE without undue delay. ASIAPRESS shall use the copy only for the purpose of confirmation.

(13)- RIGHT OF DECLINING;

ASIAPRESS may decline the use of the IMAGE if the original copyright holder does not agree for licensing, or when ASIAPRESS deems the client unfit for using the IMAGE. This shall be at the discretion of ASIAPRESS management.

(14)- INVOICE/PAYMENT;

ASIAPRESS will send the client the invoice, according to the client's application and declaration.

Unless otherwise stated, the client shall execute payment within 30 day after receiving the invoice. In the case when the address for sending the invoice differs from the application stated, the client shall notify ASIAPRESS before issuing the invoice.

Payment is possible via be Bank to Bank transfer.

No cheques are available. Payment via PayPal is available after negotiation.

(15)- INDEMNITY;

The client shall indemnify and hold ASIAPRESS harmless from and against any and all claims, dispute, damages and expenses, including reasonable lawyer/attorney fees and court costs arising from the

client's use of IMAGE(s).

(16)- ADDITION;

Any matters which are not provided for in the conditions stated shall be determined through mutual consultation between the client and ASIAPRESS.

FILL IN THE APPLICATION FORM BELOW (page 5), AND SEND ASIAPRESS by e-mail or FAX.

ASIAPRESS INTERNATIONAL- ARCHIVE SERVICE

Sanukaito BLDG 303, 1-2-3 Ukita, Kita, OSAKA, #530-0021, JAPAN

FAX +81-6-6373-2444

osaka@asiapress.org

sozai@asiapress.org

ASIAPRESS INTERNATIONAL ARCHIVE SERVICE/ APPLICATION FORM (素材使用申請書)
AGREEMENT /Licensing conditions and order following IMAGE(s).

A: Company Name or Affiliation; (会社名または契約社)		
B: Your Name; (氏名)		
C: Title/ Position/Department; (所属部署)		
D: Address; (住所)		
E: TEL;		F: FAX;
G: e-mail;		
H: Name of publication or program and station; (出版物名・番組・または放送局名)		
I: Date of appearance(if date firmed) (公開・放送予定日) ; YY MM DD		
J: TV (International / Satellite / Terrestrial / Cable) Publication (International / Domestic) -- (配信規模:国際/衛星/地上波/ケーブル)		
K: Intention for using the Image(for what purpose and intention you would like to use the IMAGE) (使用意図)		
L: FOR PHOTOGRAPH-IMAGE(s); (写真使用の場合記入) IMAGE (and ID numbers/PHOTO serial No., if given)	cm x cm / inches x inches SIZE	(カラー/ 白黒) COLOR/B&W
(1)	SIZE	
(2)	SIZE	
(3)	SIZE	
(4)	SIZE	
(5)	SIZE	
(6)	SIZE	
M: FOR VIDEO FOOTAGE ; (ビデオ映像使用の場合記入) IMAGE (and ID numbers/footage serial No., if given)	LENGTH(使用秒数)	
(1)		
(2)		
(3)		
(4)		
(5)		

Declare if invoice shipment address differs from the address above.

Today's date (申請日) YY; MM; DD;

Signature; (署名)