



## LEGAL AGREEMENT

This Agreement dated the ..... day of ..... is made and entered into between:

the National Library of Jamaica, having its principal address at 12 East Street, Kingston, hereinafter referred to as the 'NLJ' and,

..... of ..... a shortlisted entrant to the Poet Laureate of Jamaica Prizes for Poetry. Hereinafter referred to as 'the entrant'.

WHEREAS the NLJ has the primary role of collecting, cataloguing, preserving and providing information about Jamaica's history and cultural heritage,

AND WHEREAS the NLJ endeavours to provide a platform for the fostering and celebrating of new and emerging voices in Jamaica's literary landscape,

AND WHEREAS in furtherance of its objectives to develop and promote Jamaican poetry in Jamaica and the diaspora, the NLJ has initiated the Poet Laureate Prizes for Poetry,

AND WHEREAS the Entrant is a young Jamaican with an interest in pursuing a career in poetry and has therefore submitted an entry to the Poet Laureate of Jamaica Prizes for Poetry competition, (hereinafter referred to as 'the Entry(ies)'),

NOW THEREFORE, in consideration of the mutual promises and representations set forth herein, the NLJ and the Entrant agrees as follows:

### 1. Grant of Rights

- a) Subject to paragraph 4, the Entrant hereby grants to the NLJ a worldwide, non-exclusive licence to exercise the following rights regarding the Entry(ies) in furtherance of the NLJ's above stated objectives:
  - (i) the rights to make and use any photo images, audiovisual and sound recordings, publications and/or anthologies of the Entry(ies),
  - (ii) the right to produce, reproduce, publish, exhibit and distribute the Entry(ies) to the public through mechanical, audiovisual, sound and image carriers such as videos, DVDs, compact discs, external drives, cloud storage and/ or brochures, catalogues, anthologies and books of the entries in the print or digital media,
  - (iii) the rights to broadcast the Entry(ies) on radio, television and the worldwide web.
- b) The Entrant retains all other rights to the Entry(ies).
- c) The NLJ will at all times respect the moral rights of the Entrant.

2. Duration of Grant:

- (a) This Agreement shall come into effect on the commencement date and shall continue for an initial term of three (3) years ('Initial Term').
- (b) Upon expiry of the Initial Term, the parties may renew this Agreement for successive additional one-year terms ("Renewal Term"), unless otherwise terminated by either party by giving notice to the other party not less than thirty (30) days prior to the end of the Initial Term or a Renewal Term.

3. Warranties:

The Entrant hereby warrants and represents that he/she is duly authorised to license the rights in the abovementioned Entry(ies) and hereby agrees to indemnify and hold NLJ exempt from and against all claims that may arise from third parties as a consequence of the exercise of the rights granted to the NLJ. The Entrant agrees to execute such other agreements as may be necessary to give effect to the undertakings herein mentioned.

4. Competing Works

The Entrant agrees not to submit for publication or cause the Entry(ies) to be otherwise published in any anthology or work of a similar character which might interfere with or injure the promotion, sale, or distribution of any NLJ anthology containing the Entry(ies) and published during the Initial Term.

5. Compensation to Entrant:

In the event that the NLJ shall receive any remuneration from the use of the Entrant's entry(ies,) the Entrant shall be entitled to share equally with all shortlisted entrants, forty percent (40%) of the net proceeds received by the NLJ. Net proceeds shall be determined after deduction of all recording, production, packaging, promotional and distribution costs.

6. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of Jamaica and each Party agrees to submit to the exclusive jurisdiction of the courts of Jamaica.

7. Legal Advice:

The entrant is free to seek independent legal advice. Published entrants are encouraged to become members of Jamaica Copyright Licensing Agency (JAMCOPY) Tel: 754-8910 Fax: 920-9444  
Email: [info@jamcopy.com](mailto:info@jamcopy.com)

Name of Entrant (PRINT):

\_\_\_\_\_

Signature: \_\_\_\_\_