

PERMISSION REQUEST FORM TO USE ARC COPYRIGHT MATERIAL



APPLICANT:

Name of person / Name of company/institution: _____

Company Registration No/VAT No _____

Name of Representative of company/institution: _____

ID No: _____

Residential Address:

Postal Address:

Tel No: _____

Cell No: _____

Fax No: _____

Email Address: _____

Form of material required: (Tick applicable box)

Written Electronic Photographic | | Other

Exact description of the material: (the field in which the material relates to, by whom, format, page numbers, year)

_____ (where possible, attach copy of the material requested)

Return form to IPMO@arc.agric.za

PERMISSION REQUEST FORM TO USE ARC COPYRIGHT MATERIAL



Detail intended use of the material requested: (in what medium; for what purpose and whether for commercialization)

No of printed copies to be distributed / No of persons to whom it will be displayed

Signed by Requestor: _____

Date: _____

To be completed by ARC

RIM: _____
Signature _____
Comments

IP Manager
Signature _____
Comments

SM: Commercialization
Signature _____
Date: _____
Comments

PERMISSION REQUEST FORM TO USE ARC COPYRIGHT MATERIAL



GENERAL TERMS AND CONDITIONS

- 1) Applicant undertakes to provide the ARC with a properly written application setting out in detail the photographic material and/or other documentary material requested from the ARC.
- 2) The intellectual property rights in the material applied for shall be retained by the ARC.
- 3) The purpose of the application must be fully disclosed to the ARC. The applicant undertakes to use the material only for the purposes as disclosed to the ARC.
- 4) The applicant is responsible for the proper reproduction of the material.
- 5) The ARC does not provide any guarantee or warranty in respect of the material and it is hereby expressly agreed that no warranty is expressed or implied in respect of the commercial viability of the material and that the ARC shall not be held responsible for any claims that might arise from the use of the material.
- 6) The applicant guarantees that the material will be used in accordance with recognised scientific and/or commercial methods and under the supervision of a qualified person.
- 7) The applicant shall indemnify, hold harmless and defend at its own costs, the ARC from and against all claims, demands, losses, damages, costs, actions, suits or other proceedings, in any manner based upon, arising out of, related to, occasioned by or attributable to, any acts or conduct of the applicant whether by reason of negligence or otherwise, in the performance of the provisions of this agreement or any activity undertaken or purported to be undertaken under the authority or pursuant to the terms of this agreement.
- 8) The applicant undertakes to acknowledge the intellectual property rights of the ARC on every page or photo used in any publication in the following terms:

The applicant is indebted to the ARC for permission to use this ARC material/information/table/figure/photo, which is the intellectual property of the ARC.
- 9) All payments have to be made within 30 (thirty) days after date of invoice. It is hereby expressly recorded that interest at 2% (two percent) per month shall be payable on any outstanding debt.
- 10) The applicant undertakes not to use the ARC's logo and name in any advertising or other commercial activities without prior written consent.
- 11) All differences arising between the parties concerning the interpretation of this agreement and/or the performance of the obligations resulting from the agreement not amicably resolved between the parties, they will be submitted to arbitration for a decision. The parties shall agree on the arbitrator, failing which shall be appointed by the Arbitration Foundation of Southern Africa. Both parties undertake to abide by the decision of the arbitrator. Nothing herein contained shall preclude the ARC from applying to court for a temporary interdict or for other urgent interim relief pending the decision of the arbitrator.
- 12) Neither the applicant nor an agent or employee of the ARC shall have the authority to alter or vary the terms and conditions of this agreement without the specific written authorisation of the Executive Director: Technology Transfer of the ARC.

Signed by Applicant: _____

Date: _____