

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENSE. THE WORK IS PROTECTED BY INDIAN COPYRIGHT ACT 1957 AND AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS AGREEMENT OR COPYRIGHT LAW IS STRICTLY PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. TO THE EXTENT THIS LICENSE MAY BE CONSIDERED TO BE A CONTRACT, THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

This License **Agreement**, dated as of _____, is entered into by and between **Playnspeak** located at 2992, 12A Main, HAL 2nd Stage, Bangalore 560 008, INDIA (“**Licensor**”), and _____ (“**Licensee**”) located at _____.

Licensor on the one hand and Licensee on the other hand, are each sometimes referred to herein as a “**Party**” and collectively as the “**Parties**” to this Agreement.

WHEREAS, the Work is original and has been created by the Licensor who thereby is Author of the Work;

WHEREAS the Licensee desires to acquire some rights related to the Work;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, Licensor and Licensee agree as follows:

1. Definitions

1.1. DailyDump terracotta products

All Terracotta products namely Kamba, Patta Kamba, Mota-lota and Leave-it pot (Annexure I) which, by reason of the selection and arrangement of their contents constitute intellectual creations.

1.2. Communication material

Manual, advertisement, website and direct mailer related to the DailyDump Terracotta products which, by reason of the selection and arrangement of their contents, constitute intellectual creations.

1.3. Work

All Dailydump terracotta products and Communication Material collectively is termed as the Work.

1.4. Author

Person (s) who created the Work

1.5. Recipient

Individuals or entities who receive the Work from Licensee under this Agreement.

1.6. Trademark

Trademark comprises of name Daily Dump, Logo and the tagline Compost at Home

1.7. Website

The domain name www.dailydump.org

2. Grant of rights

- 2.1. All rights not expressly granted by Licensor hereby shall be deemed to be reserved by the Licensor.
- 2.2. Subject to the terms and conditions of this Agreement, with respect to the Work, Licensor hereby grants Licensee a worldwide, non-exclusive, perpetual (for the duration of the applicable copyright) license.
- 2.3. With respect to Dailydump products, Licensor grants following rights to the Licensee:
 - 2.3.1. To reproduce the work
 - 2.3.2. To communicate the work to the public
 - 2.3.3. To issue copies of the work to the public
 - 2.3.4. To include the work in any cinematograph film and
 - 2.3.5. To make any adaptation of the work.
- 2.4. However with respect to the Communication Material, Licensor grants following rights to the Licensee:
 - 2.4.1. To reproduce the work
 - 2.4.2. To issue copies of the work to the public
 - 2.4.3. To perform the work in public
 - 2.4.4. To communicate the work to the public
 - 2.4.5. To make cinematograph film or sound recording in respect of the work
 - 2.4.6. To make any translation of the work
 - 2.4.7. To make any adaptation of the work
- 2.5. Licensor also grants right to Licensee to use its own trademark for the Work provided Licensee does not implicitly or explicitly asserts or implies any connection with, sponsorship or endorsement by the DailyDump.
- 2.6. Licensor further grants to Licensee right to commercialize and sell the Work (only Terracotta products, not the communication material or other products).

3. Moral rights

This Agreement does not affect the moral rights of the Licensor and Licensor continues to have moral rights in the Work. More specifically, the Licensor has right to claim authorship of the work and to restrain or claim damages in respect of any distortion, mutilation, modification or other acts in relation to the said work which is done before the expiration of the term of copyright if such distortion, mutilation, modification or other act would be prejudicial to his honour or reputation.

4. Obligation of Licensee

- 4.1. Licensee shall further license to the Recipient the Work on the same terms and conditions as the license granted to Licensee under this Agreement and no waiver or breach consented to unless provided by Licensor in writing.
- 4.2. No term or provision of this Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.
- 4.3. Any adaptation done in the Work by Licensee shall be brought to the knowledge of the Licensor.
- 4.4. Licensee shall not exercise any of the rights granted in Section 2 above in any manner that is primarily intended for.
- 4.5. The Work if provided with own trademark by Licensee shall contain the citation – *“Designed and developed by DailyDump (www.dailydump.org)”* along with the Trademark represented in an authorized manner in order to give attribution to the Author.

5. Fair Dealing Rights

Nothing in this license is intended to reduce, limit, or restrict any rights arising from any fair dealing, statutory right, first sale or other limitations on the exclusive rights of the Licensor under Copyright law or other applicable laws.

6. General

- 6.1. If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement and without further action by the parties to this Agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.
- 6.2. This Agreement constitutes the entire agreement between the parties with respect to the Work licensed here and this Agreement may not be modified without the mutual written agreement of the Licensor and Licensee.

7. Representations, Warranties and Disclaimer

UNLESS OTHERWISE MUTUALLY AGREED BY THE PARTIES IN WRITING, LICENSOR OFFERS THE WORK AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WORK, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO YOU.

8. Limitation on Liability

EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Dispute resolution

- 9.1. The Parties will cooperate in good faith and use reasonable efforts to informally resolve any disputes, controversy or claim arising out of or relating to this Agreement, or the interpretation, breach, termination or validity hereof.
- 9.2. If the Parties are not able to informally resolve a dispute under this Agreement, such dispute will be finally settled by binding arbitration in accordance with Arbitration and Conciliation Act, 1996.
- 9.3. Each Party shall cooperate in good faith to expedite the conduct of any arbitral proceedings commenced under this Agreement.
- 9.4. The costs and expenses of the arbitration, including the fees of the arbitration, shall be borne equally by each Party to the Dispute or claim, and each Party shall pay its own fees, disbursements and other charges of its counsel.
- 9.5. No Party shall be obligated to follow the foregoing arbitration procedures where that Party intends to apply to any court of competent jurisdiction for an interim injunction or similar equitable relief against the other, provided there is no unreasonable delay in the prosecution of that application.
- 9.6. This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

10. Term and Termination

- 10.1. This Agreement and the rights granted hereunder will terminate automatically upon any breach by Licensee of the terms of this Agreement or on expiry of duration of the applicable copyright as the case may be.
- 10.2. On termination of Licensee's Agreement, the Recipient (s), however, shall not have their licenses terminated provided Recipient (s) remains in full compliance with the Agreement.
- 10.3. Notwithstanding the above, the Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

11. Law and Jurisdiction

The construction of this Agreement shall be determined in accordance with the Indian Contract Act, 1872, Intellectual Property Laws and other laws in force in India and shall have jurisdiction of the Courts in Bangalore. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed in duplicate originals by their duly authorized representatives as of the day and year first above written.

Licensor:

Date

Place

Address with email and phone numbers:

Licensee:

Date

Place

Address with email and phone numbers: