

Video Distribution Agreement

Between and

Date:

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By this **agreement** dated

between:

having its registered office at (producer)

and

having its registered office at (distributor).

Recitals

- A. The producer is the owner of copyright in a training video/documentary/feature film (**video**) known as .
- B. The distributor is a distributor of videos and proposes to distribute copies of the video.
- C. The producer and the distributor have agreed on the terms and conditions for distribution of the video set out below.

Operative part

1 Definitions

In this agreement unless a contrary intention appears:

Business day means a day, not being a Saturday, Sunday or gazetted public holiday, on which banks are open for commercial business where performance of an obligation under this agreement is to take place;

Business hours means from 9.00 am to 5.00 pm on a business day.

Calendar quarter means successive periods of three months ending 31 March, 30 June, 30 September and 31 December and any part thereof.

Confidential information means all trade secrets, ideas, know-how, concepts and information whether in writing or otherwise relating in any way to either party's sub-licensees, employees, end users, intellectual property rights, its affairs or businesses, sales, marketing or promotional information, the terms of this agreement, and including any such information in the party's power, possession or control concerning or belonging to any third party but does not include information that:

- (a) is, or becomes part of, the public domain otherwise than by breach of this agreement by either party;
- (b) is lawfully obtained by either party from another person without any restriction as to use and disclosure; or
- (c) was in either party's possession prior to disclosure to it by the other party.

Force majeure event means an event specified below:

- (a) any act of God;
- (b) any outbreak or escalation of hostilities (whether or not war has been declared) or any other unlawful act against public order or authority;
- (c) any industrial dispute;
- (d) any governmental restraint; or
- (e) any other event which is not within the reasonable control of the parties.