



Ontario Crafts Council

Portfolio of Makers Online Agreement

_____ (Date)

This Agreement made in duplicate is between:

_____ (the Craftsperson) of

_____ (address)

and the Ontario Crafts Council (the OCC) of 990 Queen Street W. Toronto, ON, M6J 1H1

The parties agree as follows:

1. Definitions

“Agreement” means this agreement and any schedules, exhibits, addenda, written amendments or appendices attached to it.

“Craftsperson” means the artist identified above.

“Licensee” means the OCC.

“Portfolio of Makers” means online member portfolio: www.craft.on.ca/Portfolio/Introduction

“Site” means the website hosted by the OCC having the following URL: www.craft.on.ca

“Work” means the images and biographical information submitted to the OCC for the Portfolio of Makers.

2. Grant of Licence

2.1 The Craftsperson grants to the OCC a non-exclusive, non-transferable personal worldwide licence to offer downloading and streaming of the Work from its Site in any and all of its digital formats.

2.2 The Craftsperson grants the OCC a non-exclusive, non-transferable personal worldwide licence to permit persons accessing the Site to make copies of the Work on CD, DVD, MP3 or any other format now or invented after the execution of this Agreement. The OCC shall take reasonable steps to provide that such access is for personal use only.

2.3 The Craftsperson grants the OCC a non-exclusive, non-transferable personal worldwide licence to use the Work in conjunction with the Craftsperson’s name to promote the Work, the OCC as a whole and the OCC’s website.

2.4 The licences granted under articles 2.1, 2.2. and 2.3 shall be perpetual until the Craftsperson’s OCC Craft Professional Membership expires, at which time the Work shall be removed from the Portfolio of Makers, subject to article 10.2.

3. Non-permitted Uses

- 3.1 Save as permitted by article 2 of this Agreement, the OCC shall not exercise any of the rights granted to a copyright owner under the *Copyright Act*.
- 3.2 Nothing in this article shall restrict the OCC from exercising any of the rights contained in Section 30.1 of the *Copyright Act* if the OCC is permitted by that section to exercise them.

4. Hardware

- 4.1 The OCC is solely responsible for acquiring and maintaining all hardware and any software necessary for the proper display of the Work on the Site.

5. Installation

- 5.1 Prior to the installation of the Work on the Portfolio of Makers, the Craftsperson shall deliver to the OCC the completed application for the Portfolio of Makers on CD-ROM along with this signed Agreement and proof of an active OCC Craft Professional Level.
- 5.2 The OCC shall install and edit the Work as and if necessary in the OCC's judgment and saved to the OCC's server and/or computers for the purpose of uploading to the Site.
- 5.3 It is the responsibility of the Craftsperson to provide the OCC with any updates or changes for their Portfolio of Makers profile.

6. Fees

- 6.1 The OCC may liaise between potential clients and the Craftsperson by organizing initial introductions either through the Site or independently, providing information to both regarding the commission process.
- 6.2 15% of all successful sales or commissions made as a direct result of the Site between the Craftsperson and clients will be paid by the Craftsperson to the OCC within 30 days of sale.

7. Copyright

- 7.1 The Craftsperson retains copyright in the Work.
- 7.2 Prior to making the Work available for downloading or streaming, the OCC shall display the following copyright notice to users of the Portfolio of Makers:

The following work on display through the OCC's Portfolio of Makers Program is protected under the Canadian and international copyright law and may not be downloaded, reproduced, distributed or otherwise used except for personal, non-commercial purposes, without the express written consent of the craftsperson.

Each Portfolio of Makers Craftsperson possesses the exclusive right to produce, reproduce, publish, perform, exhibit, transmit or retransmit their work by telecommunication, create derivative works, sell,

rent, offer for sale or rent, exhibit by way of trade, or distribute the Work in whole or in part. It is unlawful to exercise any of the above rights or to alter or modify the work without the prior written consent of the Craftsperson. Anyone violating the Craftsperson's rights may be subject to legal action or criminal prosecution.

8. Craftsperson's Representations, Warranties and Indemnities

8.1 The Craftsperson represents and warrants that

(A) he or she is the sole author of the Work;

(B) the Work is original and does not infringe any existing copyright;

(C) he or she is the exclusive owner of the rights conveyed to the Licensee and that he or she has full power and authority to license the Work; and

(D) he or she has not previously assigned, pledged or otherwise encumbered the rights grants under the Agreement.

GENERAL PROVISIONS

9. Amendments

9.1 Amendments to this Agreement shall be in writing and signed by both parties.

10. Termination

10.1 This agreement may be terminated by either party on thirty (30) days' written notice.

10.2 Upon expiration or other termination of this licence granted under this Agreement, the OCC shall remove the Craftsperson's Work from the Site. The Work may remain on the OCC's server for use in promotional material for benefit of the OCC unless the OCC receives a written request for its removal from the Craftsperson

10.3 Termination of this Agreement shall not affect any right of action either party may have against the other arising from anything done or not done prior to the date of termination.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date first set forth above.

Craftsperson Signature

Date

OCC Signature (or OCC's Authorized Agent)

Date