

# **Contributor's Representation Agreement**

## **General Information**

The representation agreement below sets out World Illustrated's relation with you. It is the UK's photo industry's standard contract and was drawn up by a firm of lawyers acting on behalf of BAPLA, the British Association of Photo Libraries and Archives.

The purpose of the agreement is to give our relationship clarity and to safeguard both of our interests.

The main points are:

1. To define what exactly you are giving to World Illustrated.
2. For you to declare that the submissions you make are yours and that you are free to place them with us.
3. To define how much you will receive from sales of your submissions and where we should pay it to.

If you have any general questions about the agreement, please email [submissions@worldillustrated.com](mailto:submissions@worldillustrated.com)

**If you have any legal issues about the agreement, you should consider talking to your own professional advisers.**

# **Contributor's Representation Agreement**

By submitting content to be displayed on World Illustrated.com you are agreeing that your submission will be governed by the terms of the following agreement.

**Please note that World Illustrated will contact you at the address and on the telephone numbers that you supply when registering on the site. It is your responsibility to update any change of contact details, however temporary.**

The parties to this agreement are you "the Supplier"

and

**World Illustrated** ("World Illustrated"/ "We"/ "Us")

29 – 31 Saffron Hill

London

EC1N 8SW

Telephone 020 7421 6000

E-mail [admin@worldillustrated.com](mailto:admin@worldillustrated.com)

The date of your submission on the site will be the commencement date of our agreement with you. If you submit work that is not displayed on the site, then those items submitted will not be covered by this agreement.

## **THE AGREED TERMS:**

### **1. APPOINTMENT**

The Supplier wishes to appoint World Illustrated to exploit all rights in the Submission throughout the Territory in all media.

### **2. THE SUBMISSION**

#### **2.1 "Submission" means**

2.1.1 the material uploaded to [www.worldillustrated.com](http://www.worldillustrated.com) via the online submission forms

2.1.2 any other material, including text, video, transparencies, negatives, prints or any physical or electronic material including captions and other rights management information which at any time during the term of this agreement You submit to World Illustrated.

2.2 You undertake to deliver the Submission correctly and properly captioned to World Illustrated.

2.3 The Submission remains Your Property and You should, at Your discretion, insure their replacement value. While proper care will be taken of the Submission, World Illustrated shall not be responsible for any loss or damage to the Submission however caused.

2.4 World Illustrated may at any time decline to publish, return or delete any Submission which it considers outdated or surplus to its requirements and any such material will no longer form part of the Agreement.

### **3. WARRANTIES**

You warrant that:-

3.1 The Submissions are and will be Your original work;

3.2 All captions or rights management information pertaining to the Submission are and will remain full and accurate and all duplicate Submission are identified as such;

3.3 You are and will remain during the term of this Agreement, the exclusive owner of the whole copyright in the Submission;

3.4 You are the exclusive owner of the rights to grant, market, license, sell or assign all rights in the Submission, including but not limited to the rights to

grant reproduction rights in the Submission for print, motion picture, television, video, cable, computer, radio, cartoon, merchandising and/or Internet, to make the Submission available on electronic equipment, CD-ROM, DVD and other similar media via the Internet, and to include them in any catalogue, Internet sites or marketing in any form ("the Rights");

- 3.5 You hold all permissions needed for the exploitation by third parties of the Rights, including, without limitation, from subjects or owners of products or property depicted in the Submission and/or original clients for whom the Submission may have been created. Any exercise by World Illustrated of the Rights shall not violate the rights of any third party (including, without limitation, the rights of the subject of the Submission), in particular with regard to laws relating to trademark, copyright, privacy, publicity and defamation within the UK, USA or elsewhere;
- 3.6 You have not entered into any agreement in respect of the Submission which would adversely affect the Rights
- 3.7 There are and will be no claims by any other party in connection with the use or reproduction of any of the Submission;
- 3.8 You will reply to any requests by World Illustrated for information or rights clearances within 3 days of the request. If you do not respond within three days, the rights will be deemed cleared.

#### 4. **INDEMNITIES**

You will indemnify, defend (at the request of World Illustrated) and hold World Illustrated and its sub-licensees and assigns harmless against any prejudice, damage, liability or costs (including reasonable lawyers' fees) which any of the indemnified parties incur arising from or in respect of any claim that there has been a breach of Your representations and warranties in this Agreement. This paragraph will remain in force after the termination or expiration of this Agreement.

#### 5. **RIGHTS**

- 5.1 You hereby appoint World Illustrated as Your non-exclusive licensee to exploit all Rights in the Submission in the Territory in all media whether current or yet to be developed.
- 5.2 World Illustrated may fully or partially delegate or transfer its rights under this agreement to its content partner Photoshot Holdings Limited.
- 5.3 World Illustrated has full authority to negotiate all terms of commissions and licences and reproduction rights in the Submission including the fee, duration and scope of any licence either directly or through its content partner, Photoshot Holdings Limited. You authorise World Illustrated to agree to any cropping, manipulation, combining and creation of derivative Submission and also the negotiation of credit lines. World Illustrated is free

to negotiate licences for terms capable of exceeding the terms of this Agreement.

6. **EXCLUSIVITY**

- 6.1 The agreement with World Illustrated is non-exclusive and you may place your submission with any agent or content vendor that you choose, in any territory. Such placement will not infringe on World Illustrated's rights to market your material under this agreement.

7. **APPOINTMENT**

- 7.1 World Illustrated shall act as Your independent licensee in respect of the Submission and does not act as an agent.
- 7.2 World Illustrated reserves the right to use subagents or licensees in overseas territories or to sublicense Your work through portals or other such electronic agencies and to negotiate commission payable to such agencies.

8. **FEE**

- 8.1 For the purposes of this clause;

8.1.1 "Fee" means the proportion of the Net Revenue which World Illustrated will pay You under this Agreement.

8.1.2 "Net Revenue" means the gross income derived from the exploitation of the Rights, less

8.1.2.1 any amounts deducted by subagents or licensees, whether overseas or electronic;

8.1.2.2 Value Added Tax.

- 8.2 World Illustrated shall pay you as a Fee

8.2.1 50% of the amount of sales revenue received less any taxes plus

8.2.2 If you are VAT registered, VAT at the currently prevailing rate. If you are VAT registered, You must supply these details on the registration form and must inform World Illustrated if at any time the position changes.

9. **PAYMENT**

World Illustrated will provide You not later than 30 days after the end of each quarter with a statement setting out all payments received for use of the Submission in the preceding quarter and will pay You all monies due. However, if the amount due is under £100 no statement will be sent or payment made and the amount shall be carried forward to the following quarter.

10. **BOOKS AND RECORDS**

You or Your financial adviser shall be entitled to inspect the books and records of World Illustrated relating only to the Submission at the offices of World Illustrated during normal business hours provided You give reasonable notice of at least 7 days to World Illustrated and there is no more than one inspection in any calendar year. World Illustrated shall forthwith pay You any sums found due on such examination.

#### **11. NON RESIDENCE**

If You are resident outside the United Kingdom, You and World Illustrated will negotiate with a view to obtaining a certificate of non residence so that any commission payable by World Illustrated to You may be remitted without deduction of income tax or withholding tax. Unless such a certificate is obtained World Illustrated may deduct appropriate withholding tax from all monies paid to You.

#### **12. PUBLICATION, ADVERTISING AND PROMOTION**

12.1 You agree that the Submission may be used at World Illustrated's option without charge on World Illustrated's website and in any catalogue, CD-ROM or website, advertising or PR activities designed to promote either You or World Illustrated and agree that any such promotional items may be distributed by World Illustrated worldwide indefinitely.

12.2 You agree that World Illustrated may supply your content to Photoshot Holdings Limited, our content partner, who will offer your work for sale to the media, and who will enjoy the same rights as World Illustrated in respect of clause 12.1

#### **13. LITIGATION**

Each party shall promptly inform the other of any actual or suspected infringement of copyright, breach of moral rights or other matter giving rise to threat of proceedings or claims or demands in respect of any of the Submission. You and World Illustrated shall negotiate in good faith with a view to cooperating in any proposed legal proceedings but World Illustrated shall be under no obligation to institute any legal proceedings nor take steps for the recovery of any fees payable in respect of use of the Submission whether permitted or unauthorised.

#### **14. DURATION**

14.1 This Agreement shall continue indefinitely but you may be terminated by either party giving at least 3 months written notice to the other. The termination shall not prejudice any licences then existing or any negotiations which World Illustrated has properly entered into with any third party prior to the date of termination.

14.2 Either party may terminate this Agreement immediately by notice in writing to the other if the other

14.2.1 is declared bankrupt or goes into liquidation or receivership or an administrative receiver is appointed over all or any part of its assets or a meeting of creditors is called; or

14.2.2 breaches any terms of this Agreement which breach is not capable of effective remedy; or

14.2.3 breaches any term of this Agreement which is capable of remedy but which is not remedied within 30 days of the date of the notice specifying the breach and requiring that party to comply with that term.

14.3 After termination no further licences shall be granted and the Submission shall be returned to You as soon as reasonably practical. All reasonable endeavours will be made by World Illustrated to return the Submission and any duplicates within 3 months of termination.

15. **FEES AFTER TERMINATION**

Following termination for any reason, World Illustrated shall be entitled to be paid by You its share of net revenue plus VAT on all exploitations of Rights negotiated during the term or on extensions or renewals thereof, irrespective of whether such income is received during the term or at any time thereafter.

16. **ENTIRE UNDERSTANDING**

This Agreement constitutes the entire understanding between the parties and is binding upon them, their executors, successors or assigns. It may not be varied except in writing signed by both parties.

17. **DISPUTES AND GOVERNING LAW**

This Agreement shall be governed by and interpreted in all respects in accordance with the laws of England. If any dispute shall arise between You and World Illustrated in connection with or in relation to this Agreement the matter shall be resolved by the English Courts.