



Bauer Publishing Commission Agreement

Name of Photographer/Writer/Videographer/Designer: ("you", "your")

Address of Photographer/Writer/Videographer/Designer:

This agreement sets out the terms on which H Bauer Publishing ("we", "us", "our") has commissioned you to prepare photographs, written works, video footage and/or designs or any combination of the foregoing (the "Commissioned Works") for us and supersedes any previous agreements we may have entered into with you. This agreement is valid for any future commissions undertaken by you, for and behalf of H Bauer Publishing.

Key Terms

We draw your attention to the following key terms of this agreement which affect you:

- (i) paragraph 4 requires you to transfer all intellectual property rights in the Commissioned Works to us and to waive all moral rights that you may have in the Commissioned Works;
- (ii) paragraph 8 requires you to represent and warrant that (a) you are able to enter into this agreement and grant the rights you have granted (b) the Commissioned Works are all your original work or you have been granted all rights (including intellectual property rights) in the Commissioned Works by third parties and you have the power to transfer all intellectual property rights in the Commissioned Works to us (c) none of the Commissioned Works has been used by you or any third party in the past and you will not use any of the Commissioned Works in the future and you have not and will not authorise any third party to use any of the Commissioned Works in the future (d) there are no restrictions on how the Commissioned Works may be published or exploited (e) nothing in the Commissioned Works will be obscene, indecent, racist, defamatory or will breach any law and (f) the facts stated in the Commissioned Works are true; and
- (iii) paragraph 9 requires you to indemnify us for any loss we (or others) may suffer as a result of your breach of paragraph 8.

1. You shall prepare and supply the Commissioned Works to us in accordance with our instructions which shall set out the specification for the Commissioned Works.
2. You shall supply each of the Commissioned Works to us by the delivery date and in the media or format specified in the instructions and you shall provide us with all materials on which the Commissioned Works are embodied (including without limitation negatives and data files including any metadata instruction).
3. In consideration of the performance by you of your obligations under this agreement to our reasonable satisfaction, we shall pay you the Fee*, the amount of which is specified in our instructions. The Fee is exclusive of Value Added Tax (if any) but inclusive of the fees of your assistant(s) and any and all other expenses incurred by you and associated with this agreement.
4. By signing and returning this agreement to us, you hereby (i) irrevocably assign to us (by way of present assignment of all present and future rights) and with full title guarantee all legal and beneficial right, title and interest in the intellectual property rights in the Commissioned Works whether vested, contingent or future together with all accrued rights of action in respect of any infringement of the intellectual property rights in the Commissioned Works (the "**Assignment**"); and (ii) irrevocably and unconditionally waive any and all moral rights to which you may be entitled under any legislation now existing or in the future enacted in any part of the world. You agree to provide (at your own cost) all information and assistance reasonably required by us for and in connection with the Assignment and to do all such things and execute all such documents as we may reasonably require in that regard.
5. You acknowledge that we have complete discretion over which Commissioned Works are published and we have no obligation to publish any of them.
6. We shall have the right to reformat, combine, crop, distort, retouch, amend or otherwise edit any Commissioned Work provided that a Commissioned Work may not be reformatted, combined, cropped, distorted, retouched, amended or otherwise edited in a malicious manner.

7. If we syndicate the Commissioned Works to third parties, we shall pay you an additional fee in accordance with our trading terms from time to time.
8. You represent, warrant and undertake that:
 - 8.1 you have the power, authority and title to enter into this agreement and grant the rights you have granted to us in it;
 - 8.2 without prejudice to the generality of paragraph 8.1, either the Commissioned Works will be in their entirety your own original work or you have obtained all rights (including without limitation all intellectual property rights), title and interest in the Commissioned Works (or any part thereof) from any third party and you have all necessary power, authority and title to grant the Assignment in the Commissioned Works [provided that we acknowledge that the Commissioned Works may contain third party content to the extent permitted under section 30 of the Copyright Designs and Patents Act 1988];
 - 8.3 none of the Commissioned Works has been used by you or by any third party and you will not use any of the Commissioned Works and you have not and will not authorise the use of any of the Commissioned Works by any third party;
 - 8.4 there will be no restrictions on how or where the Commissioned Works are published or exploited by us or any of our sublicensees or assigns;
 - 8.5 nothing in any of the Commissioned Works will be obscene, indecent, racist, defamatory or otherwise actionable under any law; and
 - 8.6 facts stated in the Commissioned Works to be true are true.
9. You shall indemnify us for any breach of paragraph 8. You agree to provide us, on request, with all assistance, notes and materials necessary to substantiate claims made in any of the Commissioned Works. You agree to co-operate fully in responding to and defending complaints and claims relating to any of the Commissioned Works made by a third party.
10. You promise to keep all matters concerning us (and our associated companies), our publications and your work for us confidential.
11. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.
12. This agreement shall be binding on and enure for the benefit of each party's successor in title.
13. You shall not be entitled to assign, or otherwise dispose of all or any part of your rights, benefits, obligations, title or interest under this agreement. We are entitled to assign, novate, sub-license and otherwise dispose of this agreement and/or any of our rights, benefits, obligations, title or interest under this agreement.
14. This agreement will be governed by and construed in accordance with the laws of England and Wales whose courts shall have non-exclusive jurisdiction over any and all disputes arising out of or in connection with it.

I, the undersigned, agree to abide by the terms of the agreement set out above.

Photographer/Writer/Videographer/Designer:

Date:

Assets Director:
(on behalf of H Bauer Publishing)

Date:

*payment only on receipt of this agreement signed by the photographer/writer/designer