**PHOTOGRAPHER REPRESENTATION AGREEMENT**

**BETWEEN**

**1 Photographer** [name and address of Photographer, telephone (including mobile) and email]

(“the Photographer”/ “You”).

**Please note that the Library will contact you at the address and on the telephone numbers shown here unless you have given any other information. As rights requests are often urgent, you should notify the Library of any change of contact details, however temporary.**

(Photographer’s VAT Number (if appropriate)

**2 The Library** [name and address of The Library/ Agency, company registration number (if applicable), telephone and email]

(“The Library”/ “We”/ “Us”)

 **Special Terms**

**Territory:** United Kingdom/Europe/USA/ World [excluding]. Note Clause 5.2 in relation to non-world-wide licences.

**Initial Duration: [] years** as may be extended under Clause 15

**Licence** (see Clause 5):

**Sole** (we are the only appointed licensee for the Images but you may distribute the Images yourself)

**Exclusive** (we are the only licensee of the Images, and you may not distribute them yourself or through a third party

**Non-Exclusive** (we, you and any other agent notified to us are the only licensees of the Images- See Clause 2)

**Fee % (see Clause 8)**

**Other Special terms**

**[consider e.g.*-Expenses****, (e.g. scanning and any other services chargeable - see Clauses 5.4, 12.2 and 15.3.4)*

***Subject exclusivity*** *(See Clause 6.1)*

***Other appointed agents*]**

We agree to the attached terms.

DATED

SIGNED……………………………………………

The Photographer

SIGNED……………………………………………

The Library

**THE AGREED TERMS:**

1. **APPOINTMENT**

The Photographer wishes to appoint The Library to exploit all rights in the Images throughout the Territory in all media.

1. The Images
	1. “Images” means
		1. the photographs, illustrations, video or material detailed in Schedule A, and
		2. any material we are holding under our previous agreement(s) with you dated []
		3. any other [**photographic**] material, including digital images, video, including metadata, captions and other rights management information, and any physical transparencies, negatives or prints which at any time during the term of this agreement You provide or deposit with The Library.
	2. You undertake to deliver the Images correctly and properly captioned to The Library.
	3. The Images remain Your property and You should, at Your discretion, insure their replacement value. While proper care will be taken of the Images, The Library shall not be responsible for any loss or damage to the Images however caused.
	4. If the Library has in its possession any physical copies of the Images, it may at any time return Images which it considers outdated or surplus to its requirements and any such material will no longer form part of the Agreement. The Library shall be entitled to retain digital copies of the Images including after termination of this Agreement.
2. Warranties

You warrant that :-

* 1. The Images are and will be Your original work
	2. All captions or rights management information pertaining to the Images are and will remain full and accurate and all duplicate Images are identified as such;
	3. You are and will remain during the term of this Agreement, the exclusive owner of the whole copyright in the Images;
	4. You are the exclusive owner of the rights to grant, market, license, sell or assign all rights in the Images, including but not limited to the rights to:
		1. grant reproduction rights in the Images for print, motion picture, television, video, cable, computer, radio, cartoon, merchandising and/or Internet,
		2. authorise collective management organisations to manage copyright in your Images, collect any resulting royalties due to you, and pay such royalties to you deducting the Fee on terms of this Agreement,
		3. make the Images available on physical or electronic media, or via the Internet, and to include them in any catalogue, Internet sites or marketing in any form

(“the Rights”);

* 1. 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 Images and/or original clients for whom the Images may have been created. Any exercise by The Library of the Rights shall not violate the rights of any third party (including, without limitation, the rights of the subject of the Images), in particular with regard to laws relating to trade mark, copyright, privacy, publicity and defamation within the UK, USA or elsewhere;
	2. You have not entered into any agreement in respect of the Images which would adversely affect the Rights **EXCEPT** arrangements and restrictions specifically noted to the Library and set out in Schedule B;
	3. There are and will be no claims by any other party in connection with the use or reproduction of any of the Images;
	4. You will maintain accurate records and send the Library copies of all rights granted by You in any of the Images;
	5. You will reply to any requests by the Library 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.
1. Indemnities

You will indemnify, defend (at the request of the Library) and hold the Library 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.

1. RightS
	1. You hereby appoint the Library as Your [exclusive/sole/non-exclusive] licensee to exploit all Rights in the Images in the Territory in all media whether current or yet to be developed.
	2. For the avoidance of doubt, if the Territory is not the World, the Library may grant any Rights, including world-wide Rights to clients within the Territory.
	3. Unless otherwise notified in advance and set out in Schedule B, the Library has full authority to negotiate and accept all terms of commissions and licences and reproduction rights in the Images including the fee, duration and scope of any licence. You authorise the Library to agree to any cropping, manipulation, modification, combining and creation of derivative images and also the negotiation of credit lines (including the omission of a credit line if customary in the relevant client’s industry). The Library is free to negotiate licences for terms capable of exceeding the Duration of this Agreement.
	4. For the avoidance of doubt, the Library has the right to scan or make prints or duplicates of any Images and store and deliver them digitally. The Library reserves the right to charge You the cost (plus VAT if applicable) of scanning or making prints or duplicates of Your Images any such charge to be agreed with You in advance in the Special Terms or otherwise.
2. Exclusivity
	1. You agree not to place any images owned by You with the class of libraries, if any, specified in the Special Terms.
	2. If You place any images owned by You with any other agency then You will forthwith notify us of the name of the picture library or agency, the territory, and whether the images have been placed exclusively or non-exclusively and, if our agreement is non-exclusive with respect to any Image, whether any of the images have also been placed with the Library.
	3. You undertake not to authorise, license, assign or permit any party to use the Images or any images confusingly similar to them including outtakes or images showing similar subject matter which for any reason may cause confusion or may derogate from the Rights nor to exercise any of the Rights in any way which would conflict with the Library’s exercise of the Rights or the commercial exploitation of any of the Images.
3. APPointment
	1. The Library shall act as Your independent licensee in respect of the Images and does not act as an agent. The Library will use its reasonable endeavours to invoice in respect of all commissions or licences granted.
	2. The Library shall have sole control and discretion over which Images are offered for licensing, the timing and terms of any offers, the price charged and the clients to be solicited.
	3. The Library 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.
4. FEE
	1. For the purposes of this clause;
		1. “Fee” means the proportion of the Net Revenue which the Library will pay You under this Agreement.
		2. “Net Revenue” means the gross income derived from the exploitation of the Rights, less
			1. any amounts deducted by subagents or licensees, whether overseas or electronic;
			2. expenses paid by the client;
			3. Value Added Tax.
	2. the Library shall pay you as Fee
		1. The proportion of the Net Revenue specified in the Special Terms as Fee; plus
		2. If you send us an appropriate VAT invoice, VAT at the currently prevailing rate. You must inform the Library whether You are registered for VAT and must inform the Library if at any time the position changes.
5. Payment

The Library 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 Images 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.

1. Books and Records

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

1. NON RESIDENCE

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

1. Advertising AND Promotion
	1. You agree that the Images may be used at the Library’s option without charge in connection with any advertising or PR activities designed to promote either You or the Library and agree that any such promotional items may be distributed or published in an analogue or digital form by the Library worldwide for up to 10 years, notwithstanding the earlier termination of the Agreement for any reason.
	2. the Library may make a charge to You for inclusion of the Images in its promotional material, any such charge to be agreed with You in advance.
2. Loss of Images

In case of any loss, damage or destruction to any physical Images, any money that is received either by You or the Library by way of compensation, damages or otherwise from any third party shall, after deduction of legal costs and expenses, be shared between the Library and You in the proportions in which Net Revenue is split between us as specified in the Special Terms.

1. litigation

Each party shall promptly inform the other of any actual or suspected infringement of copyright, or other matter giving rise to threat of proceedings or claims or demands in respect of any of the Images. You and the Library shall negotiate in good faith with a view to cooperating in any proposed legal proceedings but the Library 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 Images whether permitted or unauthorised.

1. DURATION
	1. This Agreement shall continue for the Duration set out in the Special Terms and thereafter until terminated by either party giving at least 12 months’ written notice to the other.
	2. Either party may terminate this Agreement immediately by notice in writing to the other if the other;
		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
		2. breaches any terms of this Agreement which breach is not capable of effective remedy; or
		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.
	3. After termination;
		1. subject to Clause 15.3.1, no further licences shall be granted,
		2. the termination shall not prejudice any licences existing at or after the termination or any negotiations which the Library has properly entered into with any third party prior to the date of termination, it being understood that the Library may grant a licence for the full copyright term in the Territory, and
		3. To the extent any physical materials were deposited by you with the Library, the Library shall return to You by a safe method affording proof of delivery any such materials, and any scans, prints or duplicates for which you have paid pursuant to clause 5.4, as soon as reasonably practical. The Library will enclose a delivery note detailing and totalling the returned Images to the best of its ability and will send a copy of that note by separate post, fax or email. All reasonable endeavours will be made by the Library to return the Images within 12 months of termination; and
		4. the Library use its reasonable endeavours to delete any digital copies of the Images within 28 days provided that the Library may retain a copy of the Images for archival purposes.
		5. If the Library has scanned or made prints or duplicates of any Images pursuant to Clause 5.4 above and has not charged You the cost then it will delete or destroy any such material within 28 days. However, the Library may, at its option, offer such material to you for purchase on payment to the Library of the cost of making the material.
2. aSSIGNMENT
	1. The Library may at any time assign, subcontract or delegate any or all of its rights and obligations under this Agreement. You shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
3. FEES after termination

Following termination for any reason, the Library 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 after termination in accordance with clause 15.3.2, and on extensions or renewals thereof, irrespective of whether such income is received during the term or at any time thereafter.

1. Entire Understanding

 This Agreement supersedes any previous agreement between the parties relating to the Images and 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.

1. iNTERPRETATION
	1. In this Agreement, a reference to a statute or statutory provision includes a reference to:
		1. that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
		2. any subordinate legislation made under that statute or statutory provision.
	2. The clause headings do not affect the interpretation of this Agreement.
	3. In this Agreement, "person(s)" include a natural person, companies, partnerships, limited liability partnerships, sole proprietors, unincorporated associations and trusts.
	4. References to a Clause or Schedule are (unless otherwise stated) to a clause of or schedule to this Agreement. The Schedules form part of this Agreement.
	5. The terms "include" or "including" shall mean "including but not limited to" and the term "or" shall include "and/or".
2. Disputes and Governing Law

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

SCHEDULE A

(“the Images”)

SCHEDULE B

RESTRICTIONS ON USE OF THE IMAGES