



## **Rights Agreements - Terms and Conditions**

### **Time Inc. (UK) Ltd**

1. The original commissioning letter (**Letter**) in conjunction with these terms and conditions, comprise the specific terms (**Terms**) upon which you are supplying commissioned material(s) to Time Inc. (UK) Ltd (**TIUK**). The Letter and the Terms shall together be the "**Agreement**". Please note that these Terms will apply in respect of all material(s) commissioned now and in the future unless notified otherwise. For the purposes of this Agreement "**material(s)**" shall mean materials of any nature including (but not limited to) written works, photographs, artwork, audio-visual recordings, sound recordings or any other such works that acquire copyright on their creation and all preliminary drafts and earlier versions of these materials.
2. Copyright in the material(s) shall be assigned or licensed to TIUK, as agreed in the Letter. TIUK reserves the right to use, store, publish or transmit all material(s) in its archives in any format whether printed electronic or otherwise. TIUK hereby authorises the Newspaper Licensing Agency, the Copyright Licensing Agency and other similar reprographic rights organisations in other jurisdictions ('**RROs**') to distribute or license the distribution of the materials throughout the world in any language(s) for RROs' licensed acts and purposes as amended from time to time, and to keep the material available through such RROs. Save for One Use materials(s), TIUK reserves the right to use, store, publish or transmit all material(s) in external archives and databases including but not limited to websites published by TIUK and / or third party database and / or archive publishers and to keep all material(s) in said archives in perpetuity on a non-commercial basis.
3. The Letter must be signed by you and returned to TIUK. However, in the case where a licence is being granted to TIUK, your failure to sign and/or return the Letter whilst accepting the fees relating to any commission will constitute an acceptance by you of the Terms.
4. The completed material(s) shall conform to the particulars provided of each commission, and be of a quality acceptable to the TIUK commissioning editor in his/her absolute discretion.
5. You hereby warrant to TIUK as follows:
  - (a) that notwithstanding 5(e) and 5(f) below you are the sole legal and beneficial owner of and you own all the rights and interests in the material(s) supplied and that those materials are not libellous and will not infringe any copyright or other third party right;
  - (b) that you have not licensed or assigned any of the rights in the material(s) (save for One Use material(s)) and that they are free from any security interest, option, mortgage, charge or lien;
  - (c) you are not aware of any infringement or likely infringement of the copyrights in and to the material(s);
  - (d) that there have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the creation, ownership, validity or use of any of the material(s);
  - (e) the material(s) that are authored or otherwise created by you personally are original to you and have not been copied wholly or substantially from any other source.

- (f) where the material(s) include images, drawings, written work and any other material(s) that were not created by you, that you have sought and obtained permission (and a valid licence to TIUK where applicable) from the copyright owner of these third party materials to be supplied by you to TIUK and that their publication by TIUK will not infringe any copyright or any other third party right;
  - (g) TIUK reserves the right to withhold use of the material(s) and all or part of the applicable fees should it reasonably suspect that you have breached any clause of this Agreement.
7. You shall indemnify TIUK against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by TIUK arising out of or in connection with (a) any breach of the warranties contained in this Agreement (including but not limited to any intellectual property claims from third parties), or (b) the enforcement of this agreement.
  8. Where the material(s) are licensed to TIUK, you grant TIUK the right to sublicense the material(s) to its affiliated, associated and joint venture companies.
  9. TIUK reserves the rights to edit, amend and/or adapt the material(s) so far as required for publication and licensing in TIUK's absolute discretion.
  10. If you have agreed in the Letter to waive your moral rights, this means that you irrevocably waive so far as legally possible all those rights set out in Sections 77 and 80 of the Copyright, Designs and Patents Act 1988, and all similar rights which you now have or may at any time acquire anywhere in the world in relation to the material(s). If you have agreed to waive your moral rights in the Letter, TIUK may separately in writing and at TIUK's absolute discretion accord you credit for use of the materials in TIUK products and services. If you have not agreed to waive your moral rights in the Letter, TIUK shall accord you credit on any use of the material(s) and shall ensure that any agreements with third parties (where permitted) accord you credit. However, unintentional error or omission to accord credit by TIUK or third parties (where permitted) shall not be construed as a breach of this Agreement.
  11. Once the material(s) have been submitted to TIUK, the material(s) may only be withdrawn if agreed in writing by TIUK. TIUK reserves the right to demand repayment of any fees you have received up to the date of such withdrawal.
  12. Failure to deliver the material(s) by the deadline agreed with the TIUK commissioning editor may result in the cancellation of the commission concerned. Delivery of the material(s) is at your expense unless agreed otherwise.
  13. TIUK does not guarantee to publish the material(s) within any specified period of time, or at all. The fees for a cancelled commission shall only be paid if agreed in writing by TIUK.
  14. You must maintain the strictest confidentiality on all matters relating to the material(s) and/or your relationship with TIUK. TIUK reserves the right to cancel the commission should it reasonably suspect that you have breached this clause 14.
  15. Any expenses will be paid only when they are defined and agreed with the TIUK commissioning editor at the time the material(s) are commissioned. Agreed expenses shall be paid within a reasonable time only after production of receipts, submitted when requested.

16. In the event that any complaint or claim relating to the material(s) is made by any third party at any time, whether a formal legal complaint or otherwise, you agree to co-operate fully with TIUK in responding to and defending such complaints or claims. TIUK, at its sole discretion, shall have full conduct of any such claim. TIUK reserves its rights to make a claim against you for any loss incurred where a claim is as a result of your breach of any of these Terms in relation to the material(s).
17. You will comply with The Bribery Act 2010.
18. TIUK may seek legal remedies and indemnities from you should you breach any of these Terms including but not limited to the warranties given under this Agreement.
19. Any amendment and/or variation to the Terms shall not be valid unless agreed in writing by TIUK. TIUK reserves the right to alter and amend the Terms from time to time, and will notify you of such changes by email or post.
20. If at any time any provision of the Terms becomes void or unenforceable, this shall not affect the rights and obligations of the parties with regard to the remaining provisions of these Terms.
21. These Terms shall be governed by the laws of England and the courts of England shall have exclusive jurisdiction in respect of any dispute brought by you relating to these Terms, however TIUK reserves the right to bring a claim against you in any jurisdiction.