



Commission Agreement (limited transfer)

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

Address of Photographer/Writer/Videographer/Designer/ Illustrator:

This agreement sets out the terms on which we ("we", "us", "our" being Bauer Active/Automotive Limited) shall commission you to prepare either: photographs; written works; video footage; illustrations; design; or photographs, written works, video footage, illustrations and design (the "Commissioned Works") for us. This agreement supersedes any previous agreements between you and us and shall unless otherwise agreed apply to all occasions where we commission work from you.

1. You shall prepare and deliver the Commissioned Works to us in accordance with our instructions. Our instructions shall specify the required length of any written works.
2. You shall deliver each of the Commissioned Works to us (including in respect of photographs and video footage, all materials upon which they are embodied, such as negatives and data files) within the time period specified in our instructions.
3. In consideration of the performance by you of your obligations under this agreement to our 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) and exclusive of the fees of your assistant(s) and any and all other expenses and costs incurred by you in connection with this agreement.
4. By signing and returning this agreement to us, you grant us and our associated companies a non-exclusive, irrevocable, perpetual and unconditional worldwide licence to use the Commissioned Works in all print, web, mobile, TV and DVDs.
5. We shall have the right to, edit, crop, retouch or amend any of the Commissioned Works and to credit you as the photographer and/or author of the amended Commissioned Works. The Commissioned work may not be edited, cropped, retouched in a malicious manner or in a way that it could damage the photographer/videographer and/or author's reputation.
6. If we sub-licence third parties to use the Commissioned Works, we shall pay you an additional fee:
 - i. For re-use in international editions, published by Bauer's licensees, you will receive a percentage of the original fee for each and every re-use. In G8* countries this will be 10%, and 5% in other countries.
 - ii. In syndicated sales of your work to third parties, the net profits will be shared equally between Bauer and you the copyright holder. Bauer will gain permission from the copyright holder prior to syndicating any material.

**G8 countries are the major global economies of the USA, Japan, UK, France, Italy, Germany, Canada and Russia.*

7. You undertake that:
 - each of the Commissioned Works will be all your own original work;
 - you will use best endeavours to obtain Model releases, Property releases or other releases if requested to do so by Bauer in writing. If Bauer use a photograph for which no release was requested and agreed, Bauer will indemnify the photographer/videographer/illustrator against all claims and expenses due to its use
 - all facts stated in the Commissioned Works are believed, to the best of your knowledge, to be true; at the time of submission
 - you will not, for 3 months from date of Commission, authorise the use of any of the Commissioned Works in any form of media not owned by us without our written approval, such approval not to be unreasonably withheld.
 - you are able to enter into this agreement and to grant the rights you have granted to us in the agreement.
8. You agree to co-operate fully in responding to and defending complaints and claims made by a third party, at Bauer's cost
9. You promise to keep all matters concerning us (and our associated companies), our publications and your work for us confidential.
10. Either party may terminate this contract by giving 3 months notice.
11. The Contracts (Rights Of Third Parties) Act 1999 shall not apply to this agreement.
12. This agreement will be governed and construed in accordance with the laws of England and Wales whose courts shall have 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/Designer/Videographer:

Date:

Assets Director:

Date:

(on behalf of Bauer Active/Automotive Limited)

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