**Donated or paid for photography agreement**

This sets out how Hampshire & Isle of Wight Wildlife Trust (‘the Trust’) and you, the photographer, agree to deal with the capture, storage and usage of images that are provided (free of charge or for an agreed fee) for use by the Trust.

**1. Image specifications:**

Images should be:

* taken using a digital camera.
* of a size and resolution printable to A4 or greater at 300 dpi (3800 x 2600 pixels or greater) unless otherwise agreed
* in JPEG file format
* without any form of colour correction.
* in camera colour setting: ‘Adobe RGB’ (NOT ‘sRGB’ or converted from sRGB).

**2. Caption information**

Key caption information should be provided with the images, including ‘who’ (if relevant), ‘what’, ‘when’, ‘why’, and ‘where’.

**3. Transfer and storage of images**

To be able to transfer images, you will be given limited access to the Trust’s image library.

**4. Copyright**

You will retain full ownership of copyright in the images, subject to the rights granted by the Trust as set out below.

**5. The Trust’s Rights**

You are granting the following non-exclusive rights to the Trust:

* to make the images available on the Trust’s image library
* to reproduce and exploit the images in print, film, television, website, mobile telecommunications media, internet media (including but not limited to HIWWT social media channels such as Facebook, Twitter and others), or in any other media that may be developed hereafter
* to reproduce the images for the purposes of raising funds, including on Trust branded merchandising produced by, in cooperation with, or on behalf of the Trust
* All the above rights may be exercised for any non-commercial awareness raising and commercial fundraising purposes in the context of promoting the Trust and its conservation aims. The images must be used in combination with the Trust logo or, where this is not possible, with a mention of the Trust or relevant project.

In order for the Trust to promote itself, its conservation aims, and environmental issues in general, we require the rights to sublicense the Images to third parties. Typically, the Trust needs to sublicense images to:

* Press and news media third parties wishing to illustrate Trust-related news articles or feature stories
* Contracted business or corporate partners/supporters wishing to illustrate their partnership with the Trust
* Trust partner organisations wishing either to illustrate joint publications or publish their own materials concerning shared conservation issues and willing to make specific an explicit reference to the Trust.

Therefore, you are agreeing to grant limited rights to the Trust to sublicense the Images to third parties upon the following conditions:

* Images must be closely accompanied by significant text concerning the work and/or mission of the Trust (whilst a photographer’s credit will also be a condition of use it will not, by itself, constitute ‘significant text concerning the work and/or mission of the Trust’)
* Images must be closely accompanied by a full and properly formatted photo credit
* Third parties acknowledge and accept that reproduction rights are granted on a case by case basis and images may not be stored for subsequent use. Any other subsequent use is subject to prior approval by the Trust
* Third parties acknowledge and accept that Images may NOT be used only for the promotion of their organisation or any purpose outside of the context of the Trust or their partnership with the Trust.

**6. Exclusive rights**

Neither of us (The Trust or the photographer) has the right to grant exclusive rights to any image to any third party, unless separately agreed in writing.

**7. Photo-credits**

The Trust will respect and assert the photographer’s moral and intellectual rights wherever images are used by insisting on an agreed photo-credit, eg:

© your name

We will try to ensure that all images are credited correctly but cannot guarantee that photo-credit guidelines will be adhered to in all instances.

**8. Your rights**

As copyright owner, you retain the rights below:

* to grant, market, licence, or sell the images, including the rights to grant reproduction rights in the images for print, film, television, merchandising, digital media
* to include them in any catalogue, digital media, internet site or marketing in any form.

**9. Third party commercial enquiries for reproduction rights**

Enquiries to the Trust from any third party for reproduction rights outside of the scope of this contract will be directed to you or appropriate contact person (e.g. agency).

**10. Warranties**

This agreement includes the following guarantees:

* that images are your own original work and that you have full rights and powers to provide these images to the Trust.
* you have not entered into any other agreement in respect of the images which would adversely affect or prevent the exercise of the rights granted to the Trust by this agreement.

**11. Permissions, model release**

Where images include individuals and/or groups of people, you must have obtained appropriate permissions for use by the photographer **and** third parties.

* Where the subject is less than 18 years of age, the permission of a parent or guardian must be obtained.
* Records of permissions/Model Release Forms must be submitted with the image to the Trust for storage with the image.

This agreement confirms that you have no knowledge of any objection by any third party against the use of the images and that you will advise the Trust immediately if any such objections come up in the future.

**12. Confidentiality and data protection**

We will ask you to give us your contact details. These will be stored on our secure database. Trust staff may, if necessary, contact you in the event of any queries regarding the images.

**Please sign and date below to show that you understand and agree to the above terms.**

**SIGNED:**

**DATE:**

**Last updated February 2019**