

Contributor Agreement

Video (working title)	
Contributor's name	
Contributor's address	
Contributor's telephone number	
Contributor's email address	
Producer's name	
Producer's address	
Producer's telephone number	
Producer's email address	
Fee	
Contribution	
Date of Contribution	
Date of agreement	



Dear [NAME OF CONTRIBUTOR],

We write to confirm our agreement whereby, in consideration of our paying to you the Fee and of our giving you the opportunity to provide us with the Contribution to the Video, and of our arranging to film and record the Contribution:

- You agree to the recording of the Contribution and assign to us absolutely with full title guarantee all existing and future rights (including without limitation copyright and performers' property rights) in the Contribution and all consents necessary to enable us to make full use of the Contribution worldwide in perpetuity in any and all media, whether now known or hereafter developed or discovered, and whether as part of the Video or as part of other content owned, controlled or represented by us, without payment, liability (save as specifically set out in this agreement) or acknowledgement to you.
- You acknowledge and agree that we shall be entitled to edit, copy, add to, or adapt or translate the Contribution, and dub it into foreign languages, at our discretion and, in respect of the Contribution, you irrevocably waive in favour of us, our assignees and licensees the benefit of all moral rights and performers' rights arising under the Copyright, Designs and Patents Act 1988 or similar rights arising under the laws of any jurisdiction.
- 3. You grant us the right to issue publicity relating to the Contribution, the Video and any other work in which the Contribution may be included and to use and publish for such purposes the Contribution, your name, photograph or likeness, details about you, recordings of you and interviews with you for such purposes.
- 4. You acknowledge that you understand and agree that we do not undertake to use your Contribution in the Video or to exploit the Video.
- 5. We shall comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data. This paragraph is in addition to, and does not reduce, remove or replace, our obligations arising from such requirements.
- 6. You warrant and undertake that:
 - (a) you are fully entitled to enter into this agreement and to grant all rights in the Contribution to us and have the legal capacity to enter freely into this agreement with us;
 - (b) the Contribution will to the best of your knowledge and belief be genuine and truthful and will not infringe the copyright or any other right of any third party or breach any contract or duty of confidence, data protection law, the Official Secrets Acts 1911-1989 or other legislation relating to national security, constitute a contempt of court or be obscene, defamatory or blasphemous;
 - (c) you are at least 18 years old;



- (d) you shall keep confidential and shall not disclose to any third party any confidential information, photographs or other material relating to our affairs or personnel or those of any third party commissioner, or to the Video or anyone taking part in it which came to your knowledge as a result of your participation in the Video or otherwise; and
- (e) you acknowledge that we shall not be liable for any loss, damage or injury suffered by you in connection with your participation in the Video other than death or personal injury caused by our negligence.
- You agree that we may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under this agreement.
 - You agree that you shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under this agreement.
- 8. You agree that this agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 9. You and we irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Yours sincerely,
FOR AND ON BEHALF OF THE PRODUCER
I acknowledge receipt and accept the contents of this letter
Signed
CONTRIBUTOR
Date