



PHOTOGRAPHERS TERMS & CONDITIONS



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INTRODUCTION TO 'TERMS & CONDITIONS'

Upon the Photographer/Contributor signing the **MW Photographers Joining Form**, a legally binding **Agreement** is formed between **Majority World CIC** and the **Photographer / Contributor**.

The Joining Form is a concise two-page document, available on the Majority World CIC website or, upon request, by email.

The signed MW Photographers **Joining Form** together with these **Terms and Conditions** and **Digital Submission Guidelines**, collectively constitute the Agreement between Majority World CIC and the **Photographer / Contributor**.

The Agreement is BETWEEN: **Majority World CIC, Company Number: 05950209** with registered trading address: 26, St. James Road, Hampton Hill, Hampton, TW121DQ, UK, HEREINAFTER CALLED the "**DISTRIBUTOR/AGENT**" and the "**PHOTOGRAPHER**".

Kindly read the following information carefully as they form an integral part of the Agreement.

Definitions

DISTRIBUTOR / AGENT is engaged in the business of arranging for the license of reproduction rights of digital, video and analogue photographic images, as limited under the conditions of its existing contracts with photographers and photographic image supply sources it represents. It also commissions assignments for photographers enlisted with Majority World.

PHOTOGRAPHER is any photographer (sometimes known as '**Contributor**' too) or photographic image supply source, which contributes digital, video and analogue photographic images to the DISTRIBUTOR.

PHOTOGRAPHS will be understood to refer to those digital, analogue and video photographic images submitted from and supplied by the PHOTOGRAPHER to the DISTRIBUTOR.

AGREEMENT is this agreement between DISTRIBUTOR and PHOTOGRAPHER under which the DISTRIBUTOR represents the PHOTOGRAPHER's PHOTOGRAPHS.

BUYER is an entity, whether individual or organisation of any kind, who is not a party to this agreement and who interacts with the DISTRIBUTOR to license reproduction rights of the PHOTOGRAPHS.

REVENUE is the income received by the DISTRIBUTOR from the sale of the PHOTOGRAPHS

COMMISSION means the proportion of the revenue that the DISTRIBUTOR will pay the PHOTOGRAPHER under this Agreement.

ASSIGNMENT means a specific shoot that a PHOTOGRAPHER will fulfill according to the brief received from the AGENT

TERMS AND CONDITIONS

1. Appointment

1.1 - The PHOTOGRAPHER appoints the DISTRIBUTOR to act as his/her non-exclusive representative, agent and distributor in order to exploit all rights in the PHOTOGRAPHS throughout the world in all media.

2. DISTRIBUTOR's representation of the PHOTOGRAPHER

2.1 - DISTRIBUTOR agrees to abide by, promote and uphold the following ethos:

- to provide a platform for its photographers to gain fairer access to global image markets.
- to take a proactive role in stimulating the development of markets for a more positive, balanced, well-rounded view of the majority world (we generally define 'majority world' as the countries in Africa, Asia, the Middle East, Latin America and parts of Eastern Europe).
- to market photography from the majority world worldwide to create a revenue stream in support of PHOTOGRAPHERS, their livelihoods and for the benefit of the local economies in which they live.
- to make it easier for image buyers worldwide to find the wealth of fresh imagery emerging from the majority world.

2.2 - DISTRIBUTOR shall make PHOTOGRAPHS available to clients at all times online through the website: www.majorityworld.com. PHOTOGRAPHS shall receive equal exposure to those photographs received by other sources of DISTRIBUTOR.

2.3 - DISTRIBUTOR has well-developed computer software and hardware to routinely identify PHOTOGRAPHS that are with clients and to follow up usage made.

2.4 - DISTRIBUTOR informs clients that the storing of PHOTOGRAPHS digitally in magnetic or optical media is prohibited without the payment of reproduction fees for such use and all subsequent uses.

2.5 - DISTRIBUTOR confirms that it shall strive to make good sales to a broad range of clients who use photography, including publishers, advertisers, corporations, entertainment media (magazines, newspapers, etc.) and does not restrict its sales efforts to a single industry or related industries.

2.6 - DISTRIBUTOR will maintain PHOTOGRAPHS in their original presentation.

2.7 - DISTRIBUTOR will request from clients that photo credits read: "Photographer/Distributor"

2.8 - DISTRIBUTOR recognises and acknowledges that, unless otherwise specified, all material furnished by the PHOTOGRAPHER including but not limited to photographs, catalogues and other materials showing PHOTOGRAPHS is protected under copyright laws.

2.9 - DISTRIBUTOR is prepared to protect copyright on photographs, catalogues and other materials showing PHOTOGRAPHS, by judicial means if necessary.

3. Rights

3.1 - The PHOTOGRAPHER hereby grants to the DISTRIBUTOR the nonexclusive right to license the reproduction of the material or license its representatives to do so throughout the world in all media for the term of this AGREEMENT.

3.2 - The DISTRIBUTOR has full authority to negotiate terms, commissions, licenses and reproduction rights in PHOTOGRAPHS, including the duration or scope of any license.

3.3 - The DISTRIBUTOR can negotiate licenses for periods which may exceed the terms of this AGREEMENT but will not at any time sell the entire copyright in any of the material without first obtaining the express permission of the PHOTOGRAPHER.

3.4 - To generate sales, the DISTRIBUTOR will additionally distribute the Accepted Content to other Distributors for sub-licensing with effect from the Commencement Date, unless otherwise mentioned by the PHOTOGRAPHER.

4. Exclusive Uses

4.1 - DISTRIBUTOR understands that many PHOTOGRAPHS considered as generic (for example straight forward shots of monuments, geographical views, city scenes etc.) are not suitable for exclusive use. Furthermore, DISTRIBUTOR will try at all times to discourage clients from attempting to purchase exclusive use of a picture as this is contrary to the nature of stock photography.

4.2 - However, PHOTOGRAPHER understands that certain clients, certain uses or even certain PHOTOGRAPHS call for exclusive sales for a given time period. In these circumstances alone, DISTRIBUTOR agrees to negotiate the highest possible price for the narrowest segment of the market in which the related PHOTOGRAPHS have to be exposed in order to allow further sales of that photo-graph in other uses and applications.

5. Model Releases

5.1 - All PHOTOGRAPHS are provided on the understanding that no model releases exist unless it is otherwise provided and notified on the PHOTOGRAPHS caption. However, model release is often asked for by BUYER's and if possible, should be obtained by the PHOTOGRAPHER. In the case of ASSIGNMENT's model and property releases are more necessary and these are contained in Provided in (Appendix – 1 & 2 provided in the Digital Submission Guideline).

6. Commission

6.1 The DISTRIBUTOR shall pay PHOTOGRAPHER COMMISSION according to the criteria in the table listed below as a percentage of the REVENUE earned by the PHOTOGRAPHS placed with it by the PHOTOGRAPHER.

Level	Minimum Images to be submitted per year	Metadata and Keywords	Photographer Commission
1.	120	All required metadata completed to high quality in English as per the Majority World Submission Guidelines. At least 10 quality keywords per image.	55%
2.	120	Good metadata completed as per the Majority World Submission Guidelines. But editing or additional work required by MW staff.	40%
3.	120	Incomplete or low-quality metadata.	30%

6.2 The DISTRIBUTOR undertakes to use every endeavor to generate the best possible REVENUE from the exploitation of the rights in the PHOTOGRAPHS assigned.

7. Payments

7.1 DISTRIBUTOR will provide the PHOTOGRAPHER after the end of each quarter; with a statement setting out all REVENUE received for use of the PHOTOGRAPHS in the proceeding quarter and will pay the COMMISSION due on the REVENUE received.

7.2 Sales Tax at the currently prevailing rate on any payment due will only be paid if the PHOTOGRAPHER provides the DISTRIBUTOR with an appropriate Sales Tax invoice. The PHOTOGRAPHER hereby undertakes to inform the DISTRIBUTOR if he/she is registered for Sales Tax and to inform the DISTRIBUTOR when the position changes.

7.3 Transfer to bank accounts often entails high charges. Therefore, Majority World urges photographers to have multiple fund transfer mechanisms. Please create a PayPal account if your country supports PayPal and submit the information to us. Also, let us have your Western Union ID along with your bank details.

8. PHOTOGRAPHER'S Warranty

The PHOTOGRAPHER warrants to the DISTRIBUTOR that:

8.1 The PHOTOGRAPHS are his/her original work and that he/she owns the copyright of the PHOTOGRAPHS and will remain, throughout the term of this agreement, the exclusive owner of that copyright.

8.2 The PHOTOGRAPHER is the exclusive owner of the right to grant, market, license, sell or assign all rights in the PHOTOGRAPHS, including but not limited to the granting of reproduction rights for print, merchandising, computer and/or Internet use and to make the PHOTOGRAPHS available on electronic equipment, CD-ROM, DVD and other similar media and to be able to include the PHOTOGRAPHS in any catalogue, Internet site or any other marketing medium.

8.3 The PHOTOGRAPHER has not entered into any agreement in respect of the PHOTOGRAPHS, which would adversely affect the rights granted herein - other than arrangements and restrictions specifically notified to the DISTRIBUTOR and accepted and agreed in writing beforehand.

8.5 The PHOTOGRAPHER undertakes for the period of this AGREEMENT not to assign, license or otherwise dispose of the copyright in the PHOTOGRAPHS and undertakes not to license, assign or dispose of any interest in other photographs which, for any reason, may cause confusion with or which may derogate from the rights granted by this AGREEMENT, without the express permission in writing of the DISTRIBUTOR beforehand. Such undertakings will be limited to the term of this AGREEMENT.

8.6 The PHOTOGRAPHER has the full power to make this AGREEMENT and holds all consents needed for the exploitation by third parties of these rights including, but not limited to, subjects or owners of products or property depicted in the PHOTOGRAPHS and/or original clients for whom the PHOTOGRAPHS may have been created, that model release is available (unless stated to the contrary).

9. Professionalism and Quality

The PHOTOGRAPHER agrees:

9.1 To adhere to the highest level of professional quality and service in keeping with international standards for professional photographers.

9.2 To allow the DISTRIBUTOR to monitor their submissions in order to maintain a professional standard.

9.3 To rectify any material that might be the subject of complaints by the DISTRIBUTOR or its BUYERS at the instruction of the DISTRIBUTOR. This may include, but is not limited to removing, re-scanning, re-uploading, reentering data and resending.

9.4 To deliver a minimum of 50 (fifty) number of images per year or as negotiated by the PHOTOGRAPHER and the DISTRIBUTOR.

9.5 To always notify the DISTRIBUTOR of any change of address/profession, keep in contact and respond to DISTRIBUTOR queries as early as possible.

10. Artificial Intelligence (AI)

The PHOTOGRAPHER undertakes that none of the submitted images were altered, modified or generated using AI (**Read the Important Notice: Photographers Submission Guidelines – Page 07**).

11. Delivery

11.1 - The PHOTOGRAPHER undertakes to deliver the PHOTOGRAPHS correctly and properly captioned to the DISTRIBUTOR. The property in the PHOTOGRAPHS shall remain with the PHOTOGRAPHER who shall at his / her discretion insure the replacement value thereof. The DISTRIBUTOR shall not be responsible for any loss or damage to the PHOTOGRAPHS in transit.

12. Indemnities

12.1 - The PHOTOGRAPHER will indemnify the DISTRIBUTOR from and against all loss, damage, prejudice or costs which it incurs arising from any claim that there has been a breach of the representations and warranties in this AGREEMENT, including but not limited to trademark, copyright and privacy laws, defamation of character and laws of public decency within the UK, USA or elsewhere. This shall remain in force after termination of the Agreement.

13. Term

13.1 - Any PHOTOGRAPHS deposited with the DISTRIBUTOR by the PHOTOGRAPHER under this AGREEMENT will be retained by the DISTRIBUTOR for a minimum period of 36 months from the date of deposit. Thereafter either the PHOTOGRAPHER or the DISTRIBUTOR may give 12 months written notice of termination.

13.2 - Termination shall not prejudice licensing agreements then extant and all negotiations which the DISTRIBUTOR has properly entered into with any third party.

13.3 - Upon termination the PHOTOGRAPHS shall be returned to the PHOTOGRAPHER as soon as possible and, in any event, all reasonable endeavors will be made to return the PHOTOGRAPHS in full within 1 year.

14. Assignments

Please note that Majority World will commission its enlisted photographers to conduct shoots for BUYER'S in which case;

14.1 - A separate Assignment Contract will be issued to cover the shoot including number of days, location, and payment terms.... etc.

14.2 - A guideline will be issued to cover the client's/BUYER's requirements in terms of quality, delivery...etc. of the images.

14.3 - Model and Property Releases will become more necessary. These may be tailored to meet specific client needs to cover children and adults separately ([Appendix – 1 & 2 provided on the Digital Submission Guidelines](#))

15. Video

Increasingly videos are being requested by BUYER's or clients, especially during assignments. In such cases contract details will be negotiated separately. Photographers should specify their ability to take videos in the PHOTOGRAPHERS JOINING FORM.

16. General Contract Provisions

16.1 - It is expected that the parties will become privy to information and trade secrets about the business of each in the course of this agreement. Accordingly, PHOTOGRAPHER and DISTRIBUTOR agree not to divulge such information to any other party, during and following the term of this agreement.

16.2 - This agreement may not be assigned in whole or in part by either party without written consent of the other. DISTRIBUTOR specifically agrees that it will not sub-contract or attempt to sub-contract any of the rights herein to any other party, without the express written permission of PHOTOGRAPHER.

16.3 - This contract is under English law and any disputes will be dealt with by the English courts.

17. Entire Undertaking

17.1 - This AGREEMENT constitutes the entire undertaking of the parties hereto and may not be amended, changed, altered, varied or otherwise modified except by an instrument in writing signed by both parties.

17.2 - Except as may otherwise be provided herein, this Agreement will be binding upon and will inure to the benefit of the respective heirs, executors, administrators and assigns or successors of the parties hereto.

18. Arbitration

18.1 - Any dispute arising at any time between the parties in regard to the affairs of this Agreement which cannot be resolved between the Parties on their own should be submitted to mediation by a mediator agreed to by both parties. Should such mediation fail then the matter should be left to be resolved by the courts.

Questions & Contact

If you have any questions on how to prepare your images please email our team with details about what you are having problems with and which image editing programs you are using. We will try our best to guide you by email, WhatsApp or phone.

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