

Clearance of rights for NLA licences — best practice guidance

In the era of multi-platform publishing, where content may be contributed by staff, contracted freelancers, occasional freelancers and members of the public across a range of formats, it is increasingly considered best practice to have a standard system for managing rights. This is fair to contributors, as they are clear from the outset about the terms on which their contributions may be used now and in the future.

The level of rights a publisher seeks to acquire is a matter for each to decide. Some publishers' standard terms include rights from the most basic needed for NLA purposes through to those required for syndication sales (where the terms for revenue-sharing may also be set out). As a mandating publisher, you provide an indemnity to the NLA covering 100% of published content. It is therefore recommended that, as a minimum, all content should be published on standard terms that include specific clearance for NLA licences. To achieve this

- ➔ Include NLA licence wording in contracts for all kinds of third-party content — text, photos, illustrations, graphics etc
- ➔ Include NLA licence wording in Agency agreements.
- ➔ Make your terms regarding rights as visible as possible to contributors and potential contributors
- ➔ Train relevant staff, particularly commissioning editors, about the importance of obtaining the necessary consents from contributors — whether through signed contracts or by ensuring terms are available to contributors before material is commissioned/accepted/uploaded, as appropriate.

Note Copyright

Obtaining rights does not require an assignment of copyright, simply a grant of the necessary rights for NLA licences

Note NLA media access licences:

- * Only grant the right to copy articles (or extracts from the article) as originally published;
- * Do not allow copying of photographs etc separately from the article to which they are associated;
- * Do not include republishing/ syndication of works (except to a limited extent under the Corporate Website Republishing Licence, which allows copies of articles as originally published to be included on company websites)

- ➔ For ease and transparency, publish clear terms & conditions for freelance and all types of external content, eg UGC, on your website. You can then:
 - Ask commissioning editors to add a link to the T&Cs in their emails
 - Provide a link to the T&Cs in as many places as relevant in print and online, eg on the letters' pages, wherever else you invite reader contributions (such as picture galleries) and on pages where prospective freelance contributors might be seeking contacts and information.

Useful examples of rights clearance for freelance/third-party content

1. Guardian News & Media - Freelance Charter

www.theguardian.com/info/guardian-news-media-freelance-charter

Key section for written freelance contributions reads:

Subject to GNM's terms on attributable revenues from Syndication and Spot Sales, our fees are inclusive of rights 1-5 below. The value of these rights is reviewed annually.

1. Right to be the first publisher of your Commissioned Contribution in any media anywhere in the world in any of our Licensed Products at our discretion.
2. Following our first use as described in clause 1 above, the non-exclusive, perpetual right to reuse, republish and retransmit your Commissioned Contribution anywhere in the world in any of our Licensed Products at our discretion without further payment to you, including but not limited to Guardian Weekly and similar publications and in other collections of material published by us in paper form and digitally anywhere in the world.
3. Non-exclusive right to use, store, publish or transmit your Commissioned Contribution in internal and External Archives and databases including but not limited to CD-ROMs and websites published by us and/or third party database and/or archive publishers.
4. Right to authorise the Newspaper Licensing Agency and similar reprographic rights organisations in other jurisdictions ("RROs") to distribute or license the distribution of your Commissioned Contribution throughout the world for RROs' licensed acts and purposes as amended from time to time. [etc]

2. Independent/Independent on Sunday/i/independent.co.uk

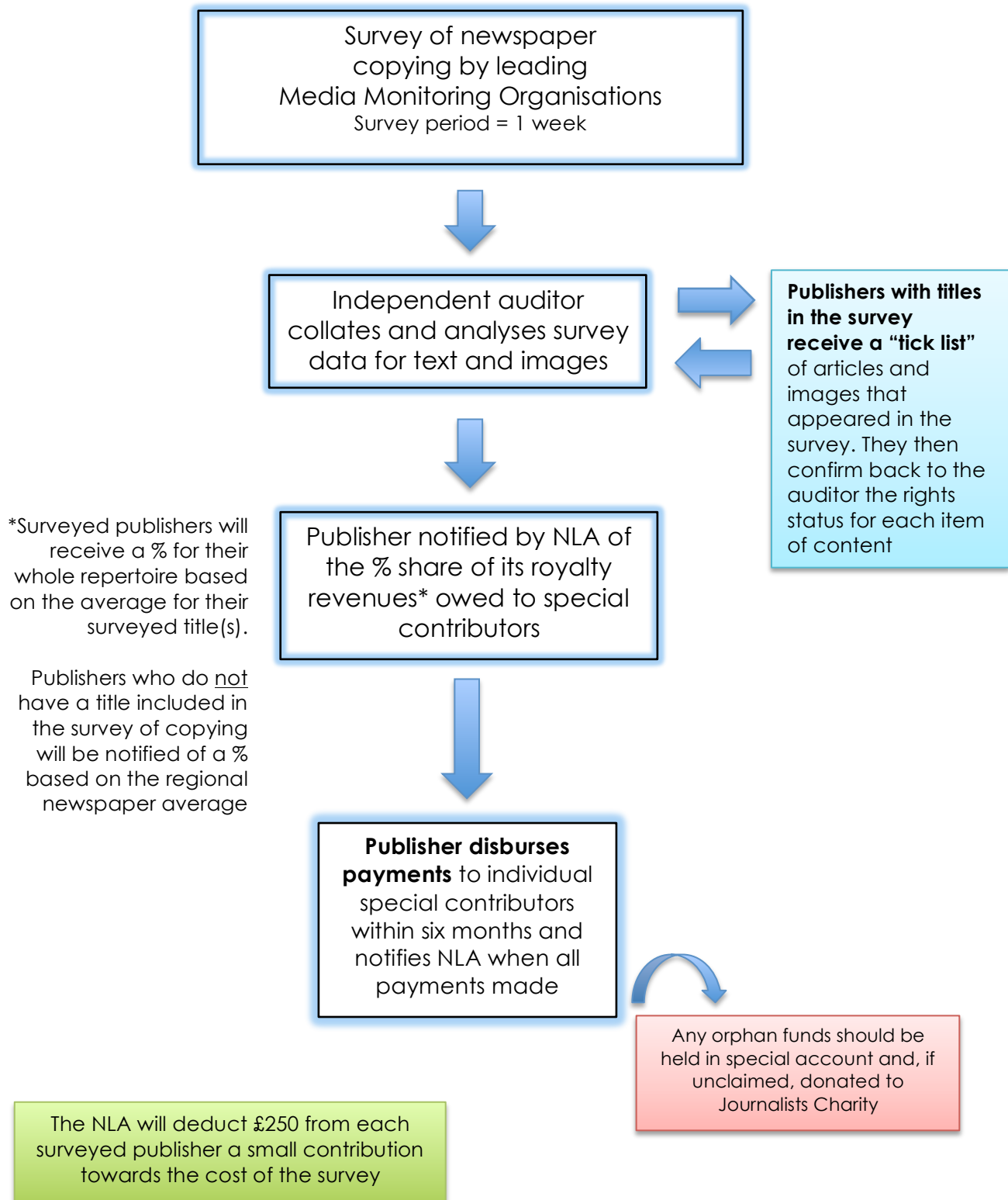
www.independent.co.uk/service/external-contributors-terms--conditions-for-freelancers-bloggers-and-contributors-of-usergenerated-content-7905982.html

Key section for freelance contributors reads:

Unless otherwise agreed:

- (a). You retain copyright.
- (b) The Company has the following rights, which are worldwide, perpetual, irrevocable and sub-licensable, and, are exclusive for one year from the date of delivery of your Material and non-exclusive thereafter:
 - (b)(i) the right to syndicate, distribute, license, republish or retransmit the Material in all present and future media and formats, including print, electronic, online, telephony, mobile and tablet apps and all others and . . .
 - (c)(iii) the right to authorise NLA Media Access ("NLA") to distribute or license the distribution of your Material for NLA's licensed acts and purposes as amended from time to time

Special Contributors Scheme – how it works



NLA media access offers on-going guidance to publishers on managing rights and improving systems for paying special contributors, as well as sharing best practice on rights clearance.