

Guide to the Media, Entertainment & Arts Alliance Standard Freelance Commissioning Terms

Clause	Guidance Notes
<p>THIS AGREEMENT IS MADE ON PARTIES ## #ACN~ of ## (Publisher) ## #ACN~ of ## (Contributor)</p>	<p>This specifies the details of the parties that the contract legally binds.</p> <p>This is one of the most important parts of the agreement because it enables to contract to be legally enforced. Without it, the agreement does not bind the appropriate parties.</p>
<p>BACKGROUND A. The Publisher publishes the publications listed in schedule 1. B. The Contributor is a freelance journalist. C. The Publisher and the Contributor have agreed terms on which the Contributor will contribute and the Publisher will publish, material created by the Contributor for publication.</p>	<p>This further specifies the identity of both parties.</p> <p>This clause defines your legal status as an independent contractor, as opposed to a regular employee. <i>Refer to Alliance information on the differences between an employee and an independent contractor.</i></p>
<p>AGREEMENTS 1. Definitions and interpretation 1.1 Definitions 1.1.1 Where commencing with a capital letter: Publications means the publications listed in schedule 1; Territory means the territory described in the Work Description; Work means a literary or artistic Work created by the Contributor for publication under and submitted to the Publisher in accordance with this agreement; and Work Description means the document a copy of which is set out in schedule 2. 1.1.2 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.</p>	<p>The fundamental criteria of a literary or artistic Work are that the Work conveys information, instruction, and perhaps pleasure in the form of literary enjoyment. E.g. sounds, poetry, music, cartoons, articles, art, sculpture, photographs, engravings, buildings or model buildings and many more. A word is not included in this definition, because the word needs to take on meaning and expression in order to become a Work and therefore be copyrighted.</p> <p>Publication occurs only when reproductions of a Work are supplied (by sale or otherwise) to the public, whether or not sale or receipt actually results. Making Work available on the internet would constitute publication, assuming that there is a capacity for download by more than one user, and that the internet is sufficiently widespread to constitute the “public.”</p>
<p>1.2 Presumptions of interpretation Unless the context otherwise requires a word which denotes: (a) the singular denotes the plural and vice versa; and (b) a person includes an individual, a body corporate and a government. 1.3 Successors and assigns A person includes the trustee, executor, administrator, successor in title and assign of that person. This clause must not be construed as permitting a party to assign any right under this agreement.</p>	<p>Trustee – Someone who holds the assets to the Work and manages it for the benefit of the creator of the Work. Executor – Someone who is appointed to manage the contract negotiation and Work commissioned in a will, on the event of the death of the contributor. Administrator – Someone who is appointed to manage the contract negotiation and the Work commissioned. Successor in title – A person who takes over the rights of another through inheritance, gift or sale. Rights may be passed to an individual, partnership or corporation. Assign – A person who is in control of the Work. The Work is given to the assign by sale or gift.</p> <p>This clause means you cannot avoid or transfer the rights provided by the contract to another person.</p>

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<p>2. Works</p> <p>2.1 Works for publication</p> <p>From time to time during the term of this agreement, the Contributor may submit, or the Publisher may commission, Works for publication in one or more of the Publications.</p>	<p>This clause enables you to engage in freelance Work in more than one publication for the same publisher. For example, if you are engaged to write a Work for Woman’s Weekly for the publisher ACP, you can still be engaged to Work for another magazine published by ACP, like NW magazine. When a publisher ‘commissions’ a Work, they are asking you to create a Work for them which they will publish and pay you for creating.</p> <p>Most importantly, as a freelance journalist, you are not bound to work solely for one publisher. You can do work for a number of publishers. This is intrinsic to the nature of being a freelancer/contractor, not an employee. <i>Refer to Alliance information on the differences between an employee and an independent contractor.</i></p>
<p>2.2 Commissioning Works</p> <p>2.2.1 The Publisher may engage the Contributor to create Works, by completing the Work Description and delivering it to the Contributor.</p> <p>2.2.2 By the acceptance date set out in the Work Description, the Contributor must accept or reject the engagement.</p> <p>2.2.3 The Contributor may submit a Work Description to the Publisher, and the Publisher may engage the Contributor to create the Work by accepting the Work Description by the acceptance date in the Work Description.</p> <p>2.2.4 If the Contributor has not submitted a Work by the submission date set out in the Work Description and the Publisher has not agreed to vary the submission date, the Publisher may terminate the commission and no fee will be payable in respect of that Work.</p> <p>2.2.5 If at any time prior to the submission date set out in the Work Description the Publisher terminates the commission, the Publisher must pay to the Contributor the fee set out in the schedule.</p>	<p>The Publisher can initiate or make an offer to a Contributor by completing the Work Description and delivering it to the Contributor.</p> <p>The Freelancer can also initiate or make an offer to a Publisher by submitting a Work Description.</p> <p>The other party must accept the offer before the acceptance date set out in the Work Description. Acceptance is another step required in creating a binding contract. <i>Refer to end of this summary.</i></p> <p>The submission date is specified in the Work Description. If the Work is not submitted by the set date, the Publisher doesn’t have to pay the Contributor anything.</p> <p>If the Work is cancelled by the Publisher before the set date, the Publisher must pay the Contributor a “kill fee” which is specified in the Work Description.</p>
<p>2.3 Unsolicited Works</p> <p>2.3.1 The Contributor may submit a Work for publication to the Publisher, with a copy of the Work Description.</p> <p>2.3.2 The Publisher must accept or reject a Work submitted under this clause 2.3 by no later than the date for acceptance indicated in the Work Description.</p> <p>2.3.3 The Publisher must not publish a Work referred to in clause 2.3.1 except on the terms set out in the Work Description, unless agreed in writing with the Contributor.</p>	<p>The Contributor can initiate the job by submitting a Work Description to the Publisher.</p> <p>The Work must be accepted or rejected by the Publisher by the date specified in the Work Description.</p> <p>The terms of the Work Description are binding and cannot be altered except by written agreement.</p>

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<p>2.4 Acceptance for publication</p> <p>2.4.1 With 7 days after submission of a Work referred to in clause 2.2, the Publisher must:</p> <p>(a) accept the Work for publication;</p> <p>(b) accept the Work for publication subject to the Contributor making minor reasonable modifications; or</p> <p>(c) reasonably determine that the Work is not of an acceptable standard for publication, and notify the Contributor accordingly.</p> <p>2.4.2 If the Publisher notifies the Contributor that it accepts the Work for publication subject to minor reasonable modifications, the Contributor must make such modifications within a reasonable time and return the Work to the Publisher.</p>	<p>The Publisher has seven days after the submission date to accept the Work for publication, reject the Work, or notify the Contributor of minor, reasonable changes to be made to the Work. You will have to make the ‘reasonable’ changes required.</p> <p>There is no clear definition of reasonable, so there may be instances where the parties have different opinions as to whether changes requested by the Publisher are reasonable or not. The courts are well-versed in deciding matters of reasonableness, but it is advisable that the parties discuss this first and attempt to reach agreement on what is reasonable, or establish parameters of reasonableness.</p>
<p>3. Copyright</p> <p>3.1 Exclusive licence</p> <p>3.1.1 On submission of a Work under clause 2.3, the Contributor grants to the Publisher an exclusive option to publish the Work for the period from the date of submission to the date of acceptance as set out in the Work Description.</p> <p>3.1.2 If the Work has not been accepted for publication by the acceptance date, and the Publisher and the Contributor have not agreed otherwise, the exclusive option granted in clause 3.1.1 will lapse and the Contributor may deal with the Work as he or she sees fit.</p>	<p>The copyright licence agreed to during the contract negotiation is very important. An exclusive licence means that the Publisher has the exclusive option to publish the Work between the submission and acceptance date. You cannot send the Work to be published by other publishers during this time.</p> <p>With an exclusive licence, you grant an exclusive option to the Publisher for a period of time. If the Work is not accepted for publication, ownership is transferred back to the Contributor when that time ends. The Contributor can then offer it to other publishers or do as they see fit with it.</p>
<p>3.2 Assignment or licence on publication</p> <p>From the date of acceptance of the Work for Publication, the Contributor grants to the Publisher the licence described in the Work Description.</p>	<p>The licence set out in the Work Description determines the copyright of the Work. <i>Refer to the licence definitions at the end of this contract.</i></p>
<p>3.3 Licence to the Contributor</p> <p>Where the Contributor has granted an assignment or an exclusive licence of the copyright in the Work to the Publisher, the Publisher grants the Contributor a royalty free non exclusive licence of the copyright in the Work for use by the Contributor in promoting his or her services, including in portfolios and on websites.</p>	<p>The more rights you assign the Publisher in relation to the Work, the more money (as a percent) you should receive. This is because the Publisher makes money from your Work. It is up to you what type of license you negotiate and how much freedom you want to give the Publisher to use your Work. <i>Refer to the licence definitions at the end of this contract.</i></p> <p>This clause also specifies that the Contributor can still continue to use the Work for self promotion in the period of time where the Publisher “owns” the Work. This infers that you use the work in a non-commercial manner.</p>

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<p>3.4 Moral rights Nothing in this agreement constitutes a consent by the Contributor in relation to any acts contrary to the Contributor’s moral rights, unless expressly set out in the Work Description.</p>	<p>Make sure this clause is in your contract. This basic right deals with two important fundamental copyright matters. The first is attribution; which ensures that you are named as the creator and author of the Work. It also relates to integrity; which prevents the Publisher from altering the Work in a derogatory way that may affect your reputation, or cause you future problems.</p>
<p>4. Warranties The Contributor warrants that: (a) any Work submitted under this agreement is an original Work created by the Contributor and will not infringe any other person’s intellectual property rights; (b) no part of the Work has been previously published unless such publication is disclosed in the Work Description; (c) he or she is entitled to enter into this agreement; (d) he or she has obtained an assignment of the whole of the copyright in relation to any material included in the Work that is created by a third party; (e) the Work will be of a standard acceptable for publication in the nominated Publication; (f) he or she will during the preparation for and creation of the Work comply with the Code of Ethics of the Media, Entertainment and Arts Alliance; and (g) he or she will take out and maintain any necessary insurances.</p>	<p>This clause is a promise or assurance from the freelancer to the Publisher that you have not copied the Work, and that the Work has not been previously published in any form. The work must be your original creation.</p> <p>Intellectual property rights are basic rights or bundles of rights that legally and economically enforce the protection of creative efforts. These rights are protected by copyright laws, patents, moral rights, designs and trademarks. There is not a large amount of statutory regulation around these rights. Infringing intellectual property rights, (e.g. copying someone’s work) can result in financial penalties if you are sued.</p> <p>You assure the other party that you can enter into this contract – you have capacity and authority.</p> <p>You assure the other party that if you are using any one else’s copyright material, you have been assigned the right to do so. That is, if the Publisher publishes the submitted work, they will not be infringing anyone else’s rights.</p> <p>This clause is also a promise that the creation of the Work complies with the Media, Entertainment & Arts Alliance Code of Ethics. Reliance on the Code ensures that you are not being asked to breach any ethical rules and helps to position you as an ethical member of the profession.</p> <p>It also specifies that the Contributor will take out any personal insurances necessary. The Alliance has packages available for members. A link to these can be found on our freelance website.</p>
<p>5. Indemnity The Publisher indemnifies the Contributor against all liabilities, costs and claims arising out of the publication of the Work.</p>	<p>Make sure this clause is in your contract. This clause makes sure that the Contributor is protected by the Publisher in case of any liabilities, costs, or claims which may arise. This means that if anyone tries to sue you or take you to court over the content of your Work, then the Publisher will be liable to pay any fees or settle any claims.</p> <p>This clause is so important because the Publisher will likely have more money than an individual freelancer, therefore they are in a better position to bear the financial risk. If this clause is not included, the risk falls back on the Contributor as well as the Publisher. Can you afford to bear the entire risk?</p>

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<p>6. Fees and expenses</p> <p>6.1 Fees The Publisher must pay the Contributor the fees specified in the Work Description.</p>	<p>The Publisher must pay you as per the Work Description.</p>
<p>6.2 Expenses The Publisher must reimburse the Contributor for all reasonable expenses incurred by the Contributor in creating the Work, excluding ordinary office expenses, provided that the Contributor:</p> <p>(a) obtains the Publisher’s prior written consent before incurring expenses; and (b) gives the Publisher:</p> <p>(i) details of the expenses incurred, together with evidence acceptable to the Publisher of the incurring of those expenses; and (ii) all assistance reasonably required by the Publisher to verify the expenses incurred.</p>	<p>The publisher must reimburse the Contributor of any expenses relating to the Work, provided that the Publisher agrees to these expenses in advance and provided you give the Publisher details and evidence.</p> <p>It is important to keep records of all your expenses to make sure that you are accurately reimbursed.</p>
<p>6.3 Payment The Publisher must, subject to this clause 6, pay the fees and expenses referred to in clauses 6.1 and 6.2 in the following manner:</p> <p>(a) the Contributor must on submission of a Work provide to the Publisher an invoice setting out details of:</p> <p>(i) the fee for the Work; and (ii) expenses incurred; and (b) the Publisher must pay the invoice:</p> <p>(i) within 1 month after receipt of an invoice for a Work referred to in clause 2.2; and (ii) within 1 month of acceptance of a Work referred to in clause 2.3.</p>	<p>The Contributor must provide an invoice setting out the details of the fees agreed to in the Work Description, and any reasonable expenses incurred (provided that the publisher has previously agreed to those expenses).</p> <p><i>An invoice template is also available for you to download on the Media Alliance website.</i></p> <p>The Publisher must pay your invoice within a month.</p>
<p>6.4 GST Unless otherwise indicated, amounts stated in this agreement do not include GST. In relation to any GST payable for a taxable supply by a party under this agreement, the recipient of the supply must pay the GST subject to the supplier providing a tax invoice. Terms used in this clause 6.4 which are defined in the GST Act have the same meaning as in the GST Act.</p>	<p>GST is not included in this contract. The Contributor must submit a tax invoice to the Publisher in order to recoup GST costs.</p>

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<p>6.5 Reporting and auditing</p> <p>6.5.1 The Publisher must maintain records and report to the Contributor at least quarterly, any sales or syndications in relation to the Work, in sufficient detail to enable the Contributor to verify amounts payable under this agreement.</p> <p>6.5.2 The Contributor may, once every 2 years and on not less than 30 days' notice to the Publisher, during the Publisher's normal business hours and at its principal place of business in Australia, appoint a qualified accountant or auditor who is approved by the Publisher (such approval not to be unreasonably withheld) to examine the Publisher's records to determine the correctness of any report or payment made under this agreement for the period since any previous audit or 6 years, whichever is the lesser.</p> <p>6.5.3 The Publisher must pay the reasonable cost of the audit or examination if it establishes that the information provided resulted in an underpayment of more than 5%, or that the Publisher has not kept the records required to be kept under this agreement.</p>	<p>The Publisher must maintain records and report to the Contributor quarterly any sales or syndications in relation to the Work. The Contributor can appoint an accountant or auditor every two years to verify that they are receiving the correct information. In some circumstances the Publisher will be liable to pay for the audit or examination.</p>
<p>7. Relationship of the parties</p> <p>7.1 No partnership</p> <p>Nothing contained in this agreement creates an agency, partnership, joint venture or employment relationship between the Contributor and the Publisher or any of their respective employees, agents or contractors.</p>	<p>This contract does not specify an ongoing employment relationship of any type below.</p> <p>Agency – A contractual relationship between two parties which allows one party to act on behalf of another in dealing with a third party.</p> <p>Partnership – an association of two or more parties who co-own something and share in the profit or loss.</p> <p>Joint venture - an association of two or more parties engaged in a business enterprise for profit without actually forming an official partnership. This is more often a one off business relationship.</p> <p>Employment relationship – an ongoing relationship whereby an employee works a set of duties and tasks under set conditions for remuneration from an employer. <i>Refer to Alliance information on the differences between an employee and an independent contractor.</i></p>
<p>7.2 No holding out</p> <p>Neither the Contributor nor any person acting on behalf of the Contributor may hold itself out as being entitled to contract or accept payment in the name of or on account of the Publisher.</p>	<p>This means that the Contributor cannot pretend to be the Publisher in order to receive payment for their Work. All payment must go through the Publisher as set out in the Work Description.</p>
<p>7.3 Exclusion</p> <p>The Contributor's only liability is as expressly stated in this agreement. To the extent permitted by law, all other liability is excluded.</p>	<p>This means that all possible liability for the contributor must be specified in this agreement. Liability refers to a legal obligation to settle a debt if a wrongful act is committed. This includes accounts payable, taxes, wages and accrued expenses.</p>

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<p>8. Term and termination 8.1 Term This agreement commences on its commencement date and continues until terminated in accordance with clause 8.2 or 8.3</p>	
<p>8.2 Termination by notice Either party may, on 1 month’s notice to the other party, terminate this agreement, but the terms of this agreement shall apply to any Work commissioned but not accepted as at the date of termination.</p>	<p>The publisher or contributor may terminate this agreement with one months notice. Fee’s will still apply if the Work is commissioned but not accepted by the employer.</p>
<p>8.3 Termination by default 8.3.1 If the publisher: (a) goes into liquidation, has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administration; (b) fails, within 7 days after receipt of notice, to remedy any breach of its obligations under this agreement which is capable of remedy; (c) breaches any of its obligations under this agreement which is not capable of remedy, or (d) persistently breaches its obligations under this agreement, the Contributor may, by notice to the Publisher, terminate this agreement and recover from the Publisher all damages, losses, costs and expenses suffered by the Contributor.</p>	<p>This clause dictates what happens if the Publisher goes bankrupt or breaches the terms of the contract.</p> <p>If this happens, the Contributor can terminate the contract and seek payment from the Publisher for damages, losses, costs and expenses suffered as a result. For this reason keep detailed records of costs and expenses. However, this money may be hard to get back if the Publisher goes bankrupt as the Contributor will become an unsecured creditor.</p> <p>You are a creditor of a company if the company owes you money. Usually, a creditor is owed money because they have provided goods or services, or made loans to the company. A person who may be owed money by the company if a certain event occurs (e.g. if they succeed in a legal claim against the company) is also a creditor, and is sometimes referred to as a ‘contingent’ creditor. An unsecured creditor is a creditor who does not have a charge over the company’s assets – that is you do not have mortgage or something similar over their assets.</p>

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<p>9. Dispute resolution 9.1 Dealing with disputes 9.1.1 The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this agreement prior to commencing any proceedings.</p> <p>9.1.2 If a party requires resolution of a dispute it must do so in accordance with the provisions of this clause 9 and the parties acknowledge that compliance with these provisions is a condition precedent to any entitlement to claim relief or remedy whether by way of proceedings in a court of law or otherwise in respect of such disputes.</p>	<p>Good faith concerns an 'obligation to behave in a particular way in the conduct of an essentially self-interested commercial activity: the negotiation of a resolution of a commercial dispute'. The phrase means 'an honest and genuine approach to settling a contractual dispute, giving fidelity to the existing bargain'; the 'existing bargain' being the clause's contractual framework, the context in which it arises, and the facts of the specific controversy. The clause validly constrains a party and is not vague, illusory or uncertain.</p> <p>This clause also includes an agreement from both parties to try and solve any dispute between them before they would take each other to court. The 'condition precedent' is that they must go through this process before going to court.</p>
<p>9.2 Resolution by management 9.2.1 If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer of the other party. 9.2.2 If the dispute is not resolved within 1 month of submission of the dispute to them, or such other time as they agree, the provision of clause 9.3 will apply.</p>	<p>You can find these details specified at the start of the contract.</p>
<p>9.3 Conciliation 9.3.1 Disputes must be submitted to conciliation in accordance with and subject to The Institute of Arbitrators and Mediators Australia Mediation and Conciliation Rules. 9.3.2 A party may not commence proceedings in respect of the dispute unless the dispute is not settled by conciliation within 1 month of submission to conciliation, or such other time as the parties agree.</p>	<p>Below is a link to the conciliation rules to follow if a dispute arises between the publisher and contributor.</p> <p>http://www.iama.org.au/mcrules.htm</p>
<p>10. Miscellaneous 10.1 Notices 10.1.1 A notice under this agreement must be in writing and may be given to the addressee by: (a) delivering it to the address of the addressee; (b) sending it by pre-paid registered post to the address of the addressee; or (c) sending it by fax to the fax number of the addressee and the notice will be deemed to have been received by the addressee on the receipt.</p>	<p>This clause states the legal obligations of serving a notice.</p>

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<p>10.1.2 A fax is deemed to have been received on production of the transmission report by the machine from which the fax was sent which indicates that the fax was sent in its entirety to the fax number of the addressee.</p>	
<p>10.2 Amendment This agreement may only be varied by the written agreement of the parties.</p>	<p>This agreement may only be varied by the written agreement of the parties.</p>
<p>10.3 Assignment 10.3.1 The Publisher may only assign a right under this agreement with Contributor’s prior written consent.</p>	<p>This clause means that if the Contributor agrees, the Publisher can give someone else the rights to the Work e.g. another publishing company.</p>
<p>10.4 Entire agreement 10.4.1 This agreement embodies the entire understanding and agreement between the parties as to its subject matter. 10.4.2 All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this agreement are merged in and superseded by this agreement.</p>	<p>This states that this agreement represents the final and total parameters of the relationship between the Contractor and the Publisher. It overrides any previous negotiations, understandings and commitments. Therefore if it is not in here, it is not legally binding.</p>
<p>10.5 Consent Where the consent or approval of a party is required under this agreement, that party may, except as expressly stated, withhold its consent or approval or give it conditionally or unconditionally as it sees fit.</p>	<p>This clause states that you have control over the contents of the contract.</p>
<p>10.6 Waiver A waiver under this agreement is not binding on a part unless it is in writing and signed by the party. A waiver is not a waiver of any other right.</p>	<p>This clause means that you can choose to waive something specific in the agreement if you put it into writing. For example, you can choose to waive payment for some reason.</p>
<p>10.7 Further assurance Each party must promptly sign all documents and do all things that the other party from time to time reasonably requests to effect, perfect, or complete this agreement and all transactions incidental to it.</p>	

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<p>10.8 Severance Each of the agreements of the parties under this agreement is severable from the others and the severance of one agreement does not affect the other agreements.</p>	<p>This means that if one part is removed, the rest of the contract still stays in effect.</p>
<p>10.9 Legal costs The parties must each pay their own legal and other expenses relating directly or indirectly to the negotiation, preparation and signing of this agreement and all documents incidental to it.</p>	<p>This states that all parties must pay their own legal expenses.</p>
<p>10.10 Governing law and jurisdiction 10.11 NSW 10.11.1 This agreement is governed by and must be construed in accordance with the laws of New South Wales. 10.11.2 Each party: (a) irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from those courts; and (b) waives any right to object to proceedings being brought in those courts for any reason.</p>	<p>This means that NSW law applies to this agreement, even if you are in another Australian state. Other courts can exercise NSW law so it is valid Australia wide.</p>
<p>SIGNED AS AN AGREEMENT Signed by ## Limited: Signature of witness Name of witness (print) Signature of authorised person Office held Name of authorised person (print) Signed by ##:</p>	

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<p>Signature of witness Name of witness (print) Signature of ##</p>	
<p>SCHEDULE 1 [The publisher's company details]</p>	
<p>SCHEDULE 2 – Form to be completed upon accepting commission Work Description Creators details To be expanded Title or proposed title of Work: Description of Work: Word length: Credit to be given Intended date of publication (if commissioned Work): Date for acceptance of commission: Date for submission: Date for acceptance for publication: Rate and Licence/Assignment Type Base rate per word and/or per article and/or per photograph Publication/s: [indicate whether one or more publications] Media:- unrestricted/print only/electronic only and web/web/only Territory: License length:</p>	
<p>Licence Value guide (see attachment) This is a licence value guide only. A licence can be sold in a range of formats;</p>	

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<p>those listed can be altered and mixed. For example, a copyright holder may wish to limit the licence they issue by a combination of territory, media and term. In this case the value of the licence would be varied slightly from this guide.</p>	
<p>Authorisations/Restrictions Unauthorised modifications approved? Y/N Retails sales permitted? Y/N Commercial sales permitted? Y/N Other restrictions [e.g., not for advertising use]: Other Authorised expenses passed on at cost Y/N Description of expenses Delivery Method/Format (e.g., Word 2007 via email/Photographs on CD) Responsibilities of publisher (e.g., Press pass by date, access to previous articles) ReWork Fee (e.g. if publisher has purchased a licence but the article has become dated before publication and needs reWorking) Kill fee: Currency of Payment (if not A\$) Total Licence Fee lump sum (Base x licence value) lump sum plus royalty on sales additional fees on syndication Signed _____ Signed _____ Date _____ Date _____</p>	

The elements of a contract are as follows:

- **There must be an “intention” between the parties to create a legal relationship, the terms of which are enforceable. This contract serves this function.**

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- **There must be an offer by one party and its acceptance by the other. This is evidenced in the acceptance of the Work Description or the Work.**
- **The contract must be supported by valuable consideration. This usually means money, but can be anything that someone finds valuable. It could be a trip to New York or collectable antiques – just as long as the person values them.**
- **The parties must be legally capable of making a contract. You need to have capacity and authority to enter into a contract.**
- **The parties must genuinely consent to the terms of the contract. You need to have entered the contract with free will, without undue pressure etc from another party or person.**
- **The contract must not be rendered ineffective by reason of conduct which is illegal or contrary to public policy.**

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