

# **STANDARD TERMS AND CONDITIONS FOR THE LICENCE TO USE AND THE CESSION OF A PHOTOGRAPH**

## **1. Definition of a Photograph**

“Photograph“ means all photographic material on which the Photographer has finished the picture taken by him, e.g. transparencies, negatives, prints, CD-ROM or any other type of physical or electronic material.

## **2. Copyright**

The entire copyright in the Photograph remains to the Photographer, within the extent provided by the Finnish Copyright Act.

## **3. Ownership of the photographic material**

Title to the physical copies of the Photograph remains the property of the Photographer. After expiration of the licence to use the photographic material, the Photograph shall be returned to the Photographer, in its original condition within 30 days. Publishing the Photograph without the permission of the Photographer shall be forbidden, when the Photograph has been sold to be used as such, e.g. as a photographic work on a wall or for any such purpose.

## **4. Licence to use**

The licence to use the Photograph may only be granted for purposes, media, geographical area and time period, which have been agreed beforehand. Where the user wish to extend the scope of the licence of use, such extension as well as the additional fee required should be agreed with the Photographer before the extension. The licence to use the Photograph comes into effect from the date of payment of the invoice relating to the Photograph. Prior to the payment of the invoice, the Photograph may not be used without express permission granted by the Photographer. Any such permission to use the Photograph prior to the payment of the invoice shall be automatically revoked, if full payment of the invoice is not made by the due date. The client may not sell or transfer the licence to use the Photograph to a third party.

## **5. Exclusivity**

The advertisement agency, the advertiser and the holder of the licence to use the Photograph, have an exclusive right to use the Photograph within the limits set in position 4. However, the Photographer has the right to simultaneously use the same Photograph for the purpose of advertising his/her own work.

## **6. Confidentiality**

The Photographer undertakes not to disclose to any third party any information or material communicated to him/her for the purpose of the assignment. Confidentiality do not apply to the information which shall be given to the models, suppliers or others involved in the realisation of the Photograph.

## **7. Claims from third parties**

Where copyright, trademark or design product of third parties are used for the realisation of the Photograph, any cost resulting from such use shall be defrayed by the client.

## **8. Extra expenses**

Where extra expenses or extra work are imposed upon the Photographer as a result of modifications or additions to the originally agreed assignment, they shall be added at the Photographer's normal rate to the estimated costs already approved and shall be paid by the client.

## **9. Payment**

The payment of the Photograph has to be settled by the due date. The licence to use the Photograph will only be valid after the settlement. See position 4.

## **10. Rejection**

The work of the Photographer may not be rejected on the basis of style or composition. Claims should be sent with proof to the Photographer within 7 days from delivery. Otherwise the delivery is considered as accepted.

## **11. Cancellation / postponement**

A booking is considered firm from the date of placing the order or at the latest on the date of acceptance of the costs estimation (when such estimation has been done); the Photographer is allowed, at his/her discretion to charge a fee for cancellation or postponement.

## **12. Electronic storage**

Save for the purposes of the licensed use(s), the Photograph may not be stored in any form of electronic, digital or other similar medium without the permission of the Photographer. Manipulation of the Photograph or use of only part of it may only take place with the permission of the Photographer.

## **13. Reproduction**

The Photographer has the exclusive right to produce reproductions, copies, duplicates etc. of the Photograph.

## **14. Name of the author**

The name of the Photographer shall be mentioned as provided in the Copyright Act.

## **15. Governing law**

Resolution of any dispute arising from the licence to use the present Photograph shall be governed by the Finnish law.