



IFJ/EFJ Contract's Check List For Freelance Journalists, 2009

This list is an indication of provisions that should be included in a freelance contract.

Agreement between
(hereinafter referred to as ' *author*')

and
(hereinafter referred to as '*publisher/broadcasting company*')

Author agrees to undertake the work described in the description below for *publisher* under the following terms and conditions:

1. Description of the work:

.....

(brief description of the work submitted or commissioned)

2. Delivery date:

The work must be delivered by/...../..... at the latest.

3. Date of payment:

All work delivered by the above date and meeting the commission requirements use must be paid for within 30 days, including expenses. The full fee will be paid for all commissioned work whether the company decides to use it or not

4. Conditions of use/licence:

The work shall be licensed to *publisher/broadcasting company* for *publication/broadcast/usage* in

.....

(publication/medium in which the work is to appear)

The area of distribution is limited to
..... (local/ regional/ national/ european/ worldwide/other).

Publisher/broadcasting company is entitled to reproduce/broadcast the work on one occasion only. The work may not simultaneously or subsequently be published digitally (e.g. via Internet), used for other purposes, stored or transferred to third parties without an express agreement with *author*.

5. Fee:

- number of words: Fee:

- space of reproduction: Fee:
- estimated (ordinary working) hours: at per hour;
- overtime, night, weekend hours: at per hour;

Total:

Author must inform the *publisher/broadcasting company* immediately it is apparent that the estimated time required will be exceeded to a significant extent.

6. Expenses:

- Traveling expenses per day plus per kilometre/mile
- Accommodation per day
- Other expenses specified (telephone costs, material needed, illustrations)
.....

Total (approx.)
to be paid within 30 days after the delivery date, or after notification by *author* if this is later.

7. Unforeseen additional work:

In case of unforeseen additional work requested by the publisher/ media owner additional payment may be request for this extra work.

8. Author's rights:

8a) All author's rights in the work shall remain with *author* who will retain their exclusive rights. The licence granted to publish or broadcast will be limited to the first publication/broadcast only. Unless there is express written agreement to the contrary, the licence shall expire 3 months after the delivery date referred to in clause 2 and once the license has expired *publisher/broadcasting company* shall destroy all copies of the work.

Any modification of the work shall be subject to prior authorisation by *author*.

8b) *Publisher/broadcasting company* agrees that the following credit line

.....
(name of the author, date)
shall accompany every publication or broadcast of the material.

9. Liability:

The company shall indemnify the author against action for defamation on the same basis as staff journalists. This indemnity could be invalidated if the author is professionally negligent.

10. Dangerous assignments

The company will not expose the author to dangerous assignments without appropriate safety training and insurance cover.

11. This contract shall be governed by the law of country x.

Agreed:

Between

.....
(For *the author*)

and

.....
(For *publisher/broadcasting company*)

Date:/...../.....

Place: