

Annex A – Sample Commissioning Contract

This Agreement is made this day of

Between: 1. [INSERT TITLE OF MINISTER/OFFICIAL AS APPROPRIATE] acting through
** 'the Department') of

and: 2. [INSERT NAME] ('the Author');) of [INSERT ADDRESS

1. DEFINITIONS.

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

Material: An original article on the subject of to be written by the Author under the terms of this Agreement in accordance with the specification at Schedule A to this Agreement.

Work: A work on the subject of which is to be published by or on behalf of the Department.

2. SUPPLY OF THE MATERIAL.

The Department hereby commissions the Author to produce the Material in accordance with the specification at Schedule A for delivery to the Department no later than..... [date] unless otherwise agreed by the Department

3. APPROVAL AND PUBLICATION ARRANGEMENTS

3.1 The Department shall notify the Author in writing within [x] days of receiving the Material whether it is suitable for publication within the Work. If the Department consider the Material to be unsuitable, the Department shall notify the Author of the reason why the Material is considered unsuitable.

3.2 The Department reserves the right to amend, correct and edit the Material in order to prepare it for publication in the Work. The Department shall seek the approval of the Author before making any substantial changes to the Material.

4. WARRANTY.

The Author warrants to the Department that the Material is original and that it is not a violation or infringement of any existing copyright or licence of any other right of any other person or organisation

5. THIRD PARTY RIGHTS.

The Author undertakes to obtain appropriate permission for any copyright material forming part of the Material where the copyright rests with a person or organisation other than the Author. The Author shall provide the Department with all appropriate details, including proof that the Author has obtained the consent of the copyright holder and details of the acknowledgements required by owners of rights other than the Author.

6. COPYRIGHT

6.1 On receiving notification from the Department in accordance with clause 3 [Approval and Publication Arrangements] that the Material is considered acceptable the Author shall assign all copyrights and rights in the nature of copyright in the Material to which he/she is legally entitled to the Department on behalf of the Crown, by signing the document at Schedule B and returning it to the Department

6.2 On receiving notification from The Department in accordance with clause 3 [Approval and Publication Arrangements] that the Material is considered unacceptable, the Author shall retain all copyrights and rights in the nature of copyright to which he/she is legally entitled in the Material.

7. PAYMENT

7.1 The Department shall pay the Author the sum of £..... in respect of:

- (a) producing the Material subject to it meeting the specification at Schedule A; and
- (b) for assigning all copyrights and rights in the nature of copyright in the Material to the Department on behalf of the Crown, subject to the Department confirming that the Material is acceptable for publication within the Work in accordance with clause 3 [Approval and Publication Arrangements].

7.2 The payment specified at sub-clause 7.1 shall be made within days of the Department receiving the assignment of copyright in accordance with sub-clause 6.1 [Copyright].

7.3 All sums payable are exclusive of UK Value Added Tax which shall, where applicable, be paid in addition to the Author at the rate in force at the time of payment, provided that the Author has supplied The Department with a current and valid UK VAT registration number.

8. ACKNOWLEDGEMENTS AND MORAL RIGHTS

8.1 The Author hereby asserts his/her moral right to be identified as the author of the Material.

8.2 The Department shall ensure that the Author is appropriately acknowledged in the Work, subject to the Material being accepted for publication in accordance with clause 3 [Approval and Publication Arrangements].

9. COMPLIMENTARY COPIES.

The Department shall supply the Author with * free copies of the Work containing the Material subject to the Material being approved in accordance with clause 3 [Approval and Publication Arrangements].

10. NOTICES.

Any notices, correspondence, materials or other communication in connection with the Agreement shall be sent to the following addresses:

For the Department

Name
Address
Fax

For the Author

Name
Address
Fax

11. INTERPRETATION.

This Agreement shall be governed by and interpreted in all respects in accordance with the laws of England and Wales and shall be subject to the jurisdiction of the Courts of England and Wales. (Where the commissioning Department is based in Scotland, the Agreement should be subject to the laws of Scotland).

Signed by: Date:
Name in block capitals:
for *[the Department]*

Signed by: Date:
Name in block capitals:
for *[the Author]*

SCHEDULE A

Title (provisional) *

Subject Matter *

Text

Length: *eg [x] words.*

Medium for Delivery: *[eg Word document]*

Illustrative Material

Type: *e.g. Black and white photographs, line drawings, graphs etc.*

SCHEDULE B

COPYRIGHT ASSIGNMENT

I*[name of the Author]* hereby assign all copyrights and rights in the nature of copyrights to which I am legally entitled in the Material *[give full description/title]* defined in the Agreement dated between myself and the Department of *[full name]*, to the Department of *[in full]* on behalf of the Crown.

Signed by:

Date:.....

Name in block capitals:.....

Witnessed by:

Date:.....

Name in block capitals:.....