

## CONTRIBUTORS AGREEMENT

THIS AGREEMENT is dated ..... this day of ..... 2008

(1) **BACKDOOR BROADCASTING COMPANY LIMITED** a company whose Company Number is 06587794 with registered office situated at 57 Divinity Road Oxford Oxfordshire United Kingdom OX4 1LH (“Backdoor Broadcasting”);

AND

(2) **The Contributor** of [Insert Details] (“the Contributor”);

Collectively referred to as (“the Parties”).

### WHEREAS:

- A. The Contributor is an academic speaker/artist participating in the Conference/Event.
- B. Backdoor Broadcasting is engaged in the business of Conference/Event coverage and recording for live online delivery and Download.
- C. Backdoor Broadcasting has agreed to record and Broadcast the Conference/Event as set out in the Schedule.
- D. The Contributor has agreed to be featured in the Recording of the Conference/Event on the terms and conditions set out below.

### IT IS NOW AGREED AS FOLLOWS:

#### 1. DEFINITIONS AND INTERPRETATIONS

In this Agreement the following terms shall have the following meanings:

1.1	<b>‘Agreement’</b>	means the agreement between Contributor and Backdoor Broadcasting.
1.2	<b>‘Broadcast’</b>	means the transmission of the Live Recordings of the Conference/Event featuring the Contributor in mp3 or any other digital audio format via the Internet and/or Mobile device in the Territory.
1.3	<b>‘Commencement Date’</b>	means the date stipulated in the Schedule.
1.4	<b>‘Conference/Event’</b>	means the conference or event organised by the Conference/Event Organiser and detailed in the Schedule.
1.5	<b>Conference/Event Organiser</b>	means the organiser of the Conference/Event set out in the Schedule.
1.6	<b>‘Download’</b>	means the mp3 format or any other digital or audio format of the Edited Recordings available for download via the Internet and/or Mobile device in the Territory.
1.7	<b>Edited Recordings</b>	means the editing of the Broadcast of the Live Recordings of the Conference/Event (for sound quality only) featuring the Contributor in mp3 format or any other digital or audio format via the Internet and/or Mobile device containing the Contributor’s name, voice, any literary work, and/or artistic expression.
1.8	<b>‘Intellectual Property Rights’</b>	means all vested contingent and future intellectual property rights including, but not limited to, trade marks, database rights, copyright or related rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created.
1.9	<b>‘Live Recordings’</b>	means the live Broadcast of the permanently captured audio or digital file containing the live streaming and/or recording of the Conference/Event featuring the Contributor and containing the

		Contributor's name, voice, any literary work and/or artistic expression.
1.10	<b>'Recordings'</b>	means the combined Live Recordings, Edited Recordings and/or any archives thereof.
1.11	<b>'Service'</b>	means making, editing, marketing, distributing, Broadcast, Download and/or exploitation of the Recordings by Backdoor Broadcasting.
1.12	<b>'Territory'</b>	means worldwide.
1.13	<b>'Venue'</b>	means the Conference/Event venue as set out in the Schedule.
1.14	<b>'Website'</b>	means Backdoor Broadcasting website with URL <a href="http://www.backdoorbroadcasting.net">www.backdoorbroadcasting.net</a> , <a href="http://www.academicaudioservice.co.uk">www.academicaudioservice.co.uk</a> <a href="http://www.mobilesoundexperiment.org">www.mobilesoundexperiment.org</a> or the Conference/Event Organiser's website and/or such other URL as Backdoor Broadcasting may elect from time to time.

1.18 Words importing one gender include all other genders and words importing the singular include the plural and vice versa and words importing persons include a corporate body and a partnership and vice versa.

## 2. GRANT

- 2.1 The Contributor grants to Backdoor Broadcasting the exclusive right to perform the Service from the Commencement Date in perpetuity in the Territory.
- 2.2 The Contributor grants to Backdoor Broadcasting the Contributor's consent to use any personal data of the Contributor arising out of or in connection with the Recordings in the Territory.

## 3. RIGHTS IN RECORDINGS

- 3.1 In consideration of the rights granted by the Contributor to Backdoor Broadcasting, the Contributor warrants, confirms and agrees that Backdoor Broadcasting will have the right to exploit the Recordings in perpetuity in the Territory.

## 4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 The Contributor acknowledges that all Intellectual Property Rights arising out of or in connection with the performance of the Service by the Contributor shall be the exclusive property of Backdoor Broadcasting and that no part of this Agreement is intended to transfer any copyright or any other rights of a similar nature vesting in Backdoor Broadcasting to the Contributor, save in respect of Intellectual Property Rights owned by the Contributor.
- 4.2 All Intellectual Property Rights owned by the Contributor in connection with the Recordings remain vested in the Contributor.
- 4.2 For the avoidance of doubt, nothing in this clause shall confer upon Backdoor Broadcasting any right or interest in any Intellectual Property Rights which belong to the Conference/Event Organiser and/or the Contributor.

## 5. BACKDOOR BROADCASTING OBLIGATIONS

- 5.1 The Contributor acknowledges that Backdoor Broadcasting shall not be obliged to use, keep, or exploit the Recordings, nor shall Backdoor Broadcasting be obliged to provide a credit or acknowledgment to the Contributor. 5.2 Backdoor Broadcasting not to use the Recordings or permit others to do so in any way which is derogatory of or is likely to impugn the reputation of the Contributor, pursuant to section 80 of the Copyright, Designs and Patents Act 1988.
- 5.3 In the event that Backdoor Broadcasting is requested by the Conference/Event Organiser and/or Contributor to remove the Downloads from the Website, Backdoor Broadcasting will remove the Downloads from the publicly accessible part of the Website, and shall return the material to the Conference/Event Organiser or Contributor if requested to do so.
- 5.4 Backdoor Broadcasting agrees to indemnify and keep fully indemnified the Contributor against any and all loss or damage of any kind suffered as a result of Backdoor Broadcasting's breach or non-observance of any obligations under this Agreement.

## **6 CONTRIBUTOR'S OBLIGATIONS**

- 6.1 The Contributor confirms that the Contributor has full authority to enter into this Agreement and is not bound by any previous agreement which may adversely affect this Agreement.
- 6.2 The Contributor agrees warrants and undertakes that the content of the Contributor comprising the Recordings are the Contributor's own work and/or if the content is attributed to a third party's work that the Contributor has obtained consent to use such work.
- 6.3 The Contributor agrees to indemnify and keep fully indemnified Backdoor Broadcasting against any and all loss or damage of any kind suffered as a result of any claim or action brought by a third party against Backdoor Broadcasting for infringement of Intellectual Property Rights and/or the Contributor's breach or non-observance of any obligations under this Agreement.

## **7. CONFIDENTIALITY AND DATA PROTECTION**

- 7.1 Backdoor Broadcasting and the Contributor shall not disclose to any third party any confidential business or future plans of the other Party at any time acquired during the existence of this Agreement.
- 7.2 Any personal data collected by Backdoor Broadcasting in relation to the Contributor will be used in accordance with the Data Protection Act 1998 and other applicable laws. The data collected will be used only in connection with the Recordings.

## **8. LIMITATION OF LIABILITY**

- 8.1 Backdoor Broadcasting will not be liable to the Contributor under this Agreement (as a result of the use of the Recordings) for any loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.
- 8.2 In the event of any liability, Backdoor Broadcasting's maximum aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, will in no circumstances exceed **£1000/500.00**.

## **9. TERMINATION**

- 9.1 This Agreement may be terminated by a Party giving written notice to the other Party that has breached this Agreement or has defaulted in the following circumstances where:
  - 9.1.1 Either Backdoor Broadcasting or the Contributor has committed a serious breach of their obligations under this Agreement unless such Party remedies the position, as far as reasonably possible, within 10 days of receiving notice to remedy the breach;
  - 9.1.2 Backdoor Broadcasting goes into voluntary or involuntary liquidation; or
  - 9.1.3 Either Backdoor Broadcasting or the Contributor is declared insolvent or bankrupt either in bankruptcy proceedings or other legal proceedings.
- 9.2 Notwithstanding this clause 9.2, clauses 2, 3, 4.1, 7 and 8 shall survive the termination of this Agreement.

## **10. THIRD PARTY RIGHTS**

- 10.1 Any person who is not a party to this Agreement may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

## **11. ENTIRE AGREEMENT**

- 11.1 This Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces all previous agreements, arrangements and understandings (if any) between the Parties but shall not prejudice any rights which may have already accrued under any such agreement to either Party. Nothing in this Agreement shall exclude or limit liability for any fraudulent misrepresentation.

## **12. NO PARTNERSHIP OR AGREEMENT**

- 12.1 This Agreement shall not be deemed to create any partnership or employment relationship between the Parties.

**13. JURISDICTION**

13.1 This Agreement shall be governed by the law of England and Wales and the Parties hereto submit to the exclusive jurisdiction of the English courts.

**SCHEDULE**

Title of Conference/Event	
Start Date of Conference/Event	
End Date of Conference/Event	
Conference/Event Time	
Conference/Event Venue	

**SIGNED BY:**

.....  
[REDACTED], FOR AND ON BEHALF OF BACKDOOR BROADCASTING

**SIGNED BY:**

.....  
[REDACTED], THE CONTRIBUTOR