

# **Watershed Media Centre Online Publishing IPR Policy**

## **1. Mission**

Watershed's mission is to provide opportunities for all to experience, enjoy and learn about contemporary media culture. It does this through extending audience choice and cultural diversity beyond the mainstream; providing opportunities for learning, understanding, debate and development of practice; and making itself accessible, socially inclusive and well used by the widest range of people.

Through the provision of online publishing Watershed seeks to:-

- support artists, creative practitioners, teachers, community organisations, and project participants by creating a high profile public presence in order to promote new and existing talent and help it emerge onto wider markets.
- encourage creative and innovative application of new technologies and develop the potential of digital media as a creative tool.
- ensure that the vibrant cultural diversity of the South West of England is reflected in the work published.
- actively encourage participation from sections of the community at risk of social exclusion and those currently without access to digital technology in order to enhance equality of opportunity for creative development.
- underpin publishing projects with the opportunity for skills and practice development in order to empower participants with the means of production and embed sustainability.
- promote a wider and deeper understanding of cultural practice through provision of online learning resources
- develop and share models of good practice in a medium that is rapidly changing and growing.

## **2. The purpose of this policy**

This Mission represents Watershed's commitment to Contributors of Works and Users of the online publishing facility on Watershed's web site at [www.dshed.net](http://www.dshed.net) (and/or any additional or replacement site operated by Watershed), or other sites to which Watershed may have the right to display work from time to time ("the Website"). In return Watershed requires the commitments referred to below from Contributors and Users to ensure the proper use of the Works displayed online.

## **3. Commitments from Contributors**

For the purposes of this policy, "Contributors" are any persons, organisations or corporations who provide work to Watershed for display online. "Works" includes all digital, photographic and other materials provided by Contributors.

All Contributors acknowledge that the success of Watershed's online publishing facility will in many ways depend upon the quality and suitability of Works provided by Contributors. Accordingly, by providing Works to Watershed for publishing online, Contributors agree to the following:-

- The authors of the Works shall retain all copyright and other intellectual property rights in the Works.
- The Contributor shall ensure that the Works it provides to Watershed are the Works it wants to have published on the Website.
- When providing the Works to Watershed, the Contributor agrees Watershed may convert the Work into a digital format suitable for publication on the web and to publish the Work on a free to view basis on the Website, and use the Works in any other media for promotional purposes related to dshed.net and watershed.co.uk
- The right to use the Works shall continue for a period of five years (unless otherwise agreed in writing) from the date the Works are provided to Watershed, and will continue after this date until the Contributor notifies Watershed in writing that it wishes to terminate that right.
- Works are provided by the Contributor to Watershed and the Users on a non-exclusive basis and no fee, royalty or payment is due, or will become due from Watershed or any User for the use of the Work in accordance with this policy.
- The Contributor shall obtain all Clearances (see below) for all Works supplied to Watershed, in order that the Works can be used by Watershed and Users for the purposes envisaged by this policy.
- The Clearances shall include all necessary licences in respect of all copyright and other rights in any literary, dramatic, musical, phonographic, photographic, illustrative, design and other artistic material and any other elements used in connection with the production of any Works, and all assignments, licences, consents or other authority or waiver of any and all moral or similar rights, in connection with the making of the Works and the use of the Works in the manner envisaged by this policy.
- The Contributor will take particular care where the subject matter of the Works includes children (individuals under the age of 18) or other vulnerable members of society and shall obtain all necessary Clearances from parents, guardians and other appropriate persons.

Where requested by Watershed, the Contributors will provide appropriate evidence of the Clearances obtained and will assist Watershed in verifying any Clearances given.

- The Contributor promises that the Works will not infringe the intellectual property rights (including, but not limited, to copyright, designs, trade marks and database rights) or other rights of any third party when used for the purposes envisaged by this policy and will not contain any unlawful, obscene, immoral, defamatory, or libellous material and will not constitute derogatory treatment of any work or any person.
- The Contributor shall ensure that the Works provided shall not contain any viruses or equivalent programs capable of disrupting the use of the Works or affecting the Website.
- If the Contributor wishes to provide written guidelines setting out recommendations as to how Works should be used, Watershed will consider these and they may be negotiated and agreed as part of the contract with the Contributor.

- The Contributor agrees to reimburse Watershed for any losses, costs or other liabilities arising out of any failure of the Contributor to comply with its commitments in this policy.

#### **4. Commitments from Users**

For the purposes of this policy "Users" are persons or organisations who access the Website to browse and download the Works. The Users acknowledge that Watershed does not charge for granting online access to the Works and in return, all Users agree to the following commitments:-

- Works can be viewed, downloaded, printed and distributed free of charge for private, educational and non-commercial use by the public, artists and cultural practitioners, individual teachers and other public sector educational organisations provided that it is acknowledged that the Website is the source of the material, and the Website address is included in the copy of the material.
- When using the Work for these purposes, Users must credit the Contributor as the author of the Work in the same manner that the Contributor is credited by Watershed on the Work displayed on the Website.
- Works must not be used out of context or for commercial purposes, and necessary security precautions will be taken to enforce the terms on the use of the Works.
- If guidelines for use of the Works have been provided by the Contributor, and published online by Watershed, Users must comply with these guidelines.
- The Users shall ensure that any third parties who obtain copies of the Works from the Users comply with these commitments.

#### **5. Commitment from Watershed**

- Watershed may publish the Contributor's Work on the Website.
- Watershed reserves the right to reject, suspend or remove any Work provided by Contributors for any reason and to display Work as it deems most appropriate.
- Watershed may copy, alter, edit, enhance or modify Work to ensure accessibility and ease of transmission and dissemination to Users through the Website.
- Watershed reserves the right to update material and add features / functionality.
- Watershed may use selected materials from Works in other media for press and PR purposes and to promote the Website as appropriate.
- Watershed will use Works in accordance with any guidelines provided by the Contributor as long as these have been agreed in writing as part of the Contributor's contract.
- Watershed may from time to time display the Works on the Website alongside other Works from the archive to showcase the Works.

#### **6. Confidentiality**

- Watershed respects the right of privacy of all Contributors and participants in Works.

- Contributors consent to Watershed publicising their name as being the author of the Work submitted by the Contributor.
- Watershed will store details of contributors and participants in Works in order to communicate with them. However, personal details of participants in community projects or Contributors will not be published or passed on to any third parties without consent.
- First names only of participants will be used where necessary, this and other details in respect of confidentiality will be negotiated with individual participating organisations and stated in their contracts.

## **7. General**

All trade marks on this site are the property of their respective owners. Except where otherwise stated, all site contents are © Watershed Media Centre 2002-2006 and all other intellectual property rights in the Website (such as designs, trade marks and database rights) belong to Watershed.

Watershed may create links to other web sites, which, at the time of creating the link, are believed to be of interest to Users. Whilst Watershed will from time to time review the sites to which we have linked, we do not endorse the contents of those linked sites. Watershed disclaims all liability arising from the information or materials contained on any linked sites.

The Website is designed primarily for access by Users in the United Kingdom. The interpretation of this policy will be governed by the laws of England and any dispute will be subject to the exclusive jurisdiction of the English courts.

**Watershed Media Centre**

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