

MODEL ENGINEER

Editor : Diane Carney. Springfield, Ackenthwaite, Milnthorpe, Cumbria LA7 7DQ : Tel. 01539 564750

diane.carney@mytimemedia.com

Dear Sir or Madam:

I enclose a copy of the Contributor Agreement for *Model Engineer*, which requires signing and returning, together with a self-billing form that must also be completed and returned. All payments are made directly into a bank account.

Also enclosed is a document entitled 'Contributor Guidelines' which advises on the best way to produce your article including advice on how to prepare and refer to photographs and drawings within the article.

If you wish to post material to the Editor please send it to the address above.

If you would like to discuss the agreement or any aspect of the article you are considering writing please give me a ring or send me an email.

Your sincerely



Diane Carney

Self-Billing Declaration

(To be completed and signed by the contributor/photographer)

With regard to the operation by MyTimeMedia Ltd of a self billing system, I/we hereby declare that:

- I/we agree to a system of self-billing and accept responsibility for any taxation due as a result of this system
- I/we will not issue invoices in respect of editorial and photographic contributions made/supplied to MyTimeMedia Ltd magazines and covered by MyTimeMedia Ltd's self-billing system.
- My/our VAT registration number is.....(if relevant);
- I/we will notify MyTimeMedia Ltd of any change in my/our VAT registration ;
- Payments should be made into the following bank account:

Sort code

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Account Number

- For accounts not held at UK banks, the IBAN, Swift or BIC reference and bank address

.....

- I/we will notify MyTimeMedia Ltd of any change in my/our bank account details

Signed

Address

.....

.....

Name:

.....

Email.....

MyTimeMedia Ltd. Enterprise House, Enterprise Way, Edenbridge, Kent TN8 6HF
Telephone: 01689 869843 Fax: 01689 869874

RIGHTS AGREEMENT

THIS AGREEMENT IS MADE ON 2014 BETWEEN

- (1) **MyTimeMedia Limited** a company registered in England and Wales (Company No: 05649018) whose registered office is situated at Enterprise House, Enterprise Way, Edenbridge, Kent TN8 6HF ("MyTimeMedia"); and
- (2) ("the Author")

BACKGROUND

MyTimeMedia produces ("the Magazine") and MyTimeMedia has previously required and may in the future require the Author to provide articles, photographs, features and other copyright works for publication in the Magazine from time to time. The Parties have agreed that any existing and new contributions of copyright works made or to be made by the Author to the Magazine shall be subject to the following terms and conditions.

1 DEFINITIONS AND INTERPRETATION

In this Agreement the following terms shall have the following meanings unless the context requires otherwise:

- 1.1 "Contribution" means a copyright work or works contributed or to be contributed by the Author to MyTimeMedia for publication in the Magazine or on a website.
- 1.2 "Commissioned Contribution" means a contribution that has been explicitly requested by MyTimeMedia, as described in Clauses 2.1 through 2.4.
- 1.3 "Offered Contribution" means a contribution that the Author has offered to MyTimeMedia for publication in the absence of an explicit commission, as described in Clause 2.5
- 1.4 "Fee" means the fee payable for a Contribution and the licences granted in Clause 4 below.
- 1.5 "Magazine" shall have the meaning specified in the Background section above.
- 1.6 "MyTimeMedia" shall mean MyTimeMedia Limited or any Director, Manager, Officer, Editor, employee, associate, or subcontractor of MyTimeMedia Limited that has been authorized by MyTimeMedia Limited to act on its behalf within the scope of this agreement.

2 COMMISSIONING FURTHER CONTRIBUTIONS

- 2.1 In the event that MyTimeMedia wishes the Author to provide a new Contribution it shall contact the Author by phone, fax, email or post and request a Contribution. The request constitutes an offer by MyTimeMedia to commission a Contribution from the Author subject to the terms of this Agreement.
- 2.2 The request shall be accepted by the Author expressly by phone, fax, email or post; or impliedly by providing the Contribution.
- 2.3 At the time MyTimeMedia, requests the Contribution it shall specify the requirements for the Contribution including one or more of the following: (a) the subject matter of the Contribution; (b) the maximum length (in words) of the Contribution; (c) the date for delivery of the Contribution to MyTimeMedia; (d) the method of delivery; (e) the Fee; and (f) any other special conditions applying to the Contribution.
- 2.4 By accepting the commission, the Author undertakes to deliver to MyTimeMedia a clearly typed copy of the Contribution in accordance with the requirements referred to in Clause 2.3.
- 2.5 In the event that the Author offers a new Contribution for publication without first receiving an explicit commission for the Contribution from MyTimeMedia ("Offered contribution"), MyTimeMedia may keep the Offered Contribution on file for prospective future publication. However, all rights to Offered Contributions remain with the Author until such a time as the Magazine Editor passes the Contribution to the Designer; the Author may withdraw the Offered Contribution expressly by phone, fax, email or post up to that point in the publication process.
- 2.6 The Author undertakes to obtain all necessary releases and permissions in a form satisfactory to MyTimeMedia signed by all relevant persons in relation to any material included in a Contribution where rights of copyright or other rights are vested in third parties.
- 2.7 The Author undertakes to co-operate and collaborate with MyTimeMedia in good faith in relation to the Contributions and shall amend Contributions when reasonably required by MyTimeMedia.
- 2.8 For the avoidance of doubt, MyTimeMedia will have the entire control of the format, typography, layout and the position of any images, names, titles or otherwise of any Contribution. Subject to the terms and conditions of this Agreement, all decisions in respect of the production, publication, distribution, advertising, marketing and exploitation of the Contribution shall be at MyTimeMedia's sole discretion.

3 FEE

- 3.1 In consideration of the Author's obligations under this Agreement MyTimeMedia shall endeavour to pay to the Author the Fee within 30 days of publication of the Contribution in the magazine.

3.2 In the event that the Fee is not paid in accordance with Clause 3.1 the Author shall notify MyTimeMedia in writing of the failure to pay and MyTimeMedia shall, save in the case of a bona fide dispute, make payment within 5 days of receipt of the notification. In the event that MyTimeMedia still fails to make payment of the Fee, MyTimeMedia's licence to use the Contribution to which the Fee relates shall be suspended until such time MyTimeMedia pays the Fee.

4 RIGHTS

4.1 Subject to MyTimeMedia meeting the requirements for payment, as specified in Clause 3, the Author hereby grants MyTimeMedia a perpetual, irrevocable, royalty free licence to use the Contributions (whether now in existence or created in the future) on the basis specified in Schedule 1, for the full period of any copyright and any extensions and renewals thereof. For the avoidance of doubt the licence and other rights and obligations under this Agreement shall be deemed to apply to Contributions provided prior to the date of this Agreement from the date they were originally provided to MyTimeMedia by the Author.

4.2 The Author shall on request by MyTimeMedia, at MyTimeMedia's cost and expense execute and sign such other documents as may reasonably be required by MyTimeMedia to licence the copyright and other rights under this Agreement to MyTimeMedia.

5 PUBLICATION

5.1 It is the intention of MyTimeMedia to publish Contributions as part of the Magazine and if such publication takes place it shall be at the cost and expense of MyTimeMedia. It is understood and agreed that nothing contained in this Agreement shall constitute an undertaking by MyTimeMedia to commission a Contribution or to publish any Contribution or the Magazine or to otherwise use a Contribution and if MyTimeMedia elects not to publish either the Contribution or the Magazine or otherwise use a Contribution the Author shall not be entitled to make any claim in respect of loss of opportunity to enhance the reputation or loss of publicity or for any other reason whatever.

5.2 If MyTimeMedia elects not to publish a Commissioned Contribution that has been provided by the Author in accordance with this agreement, MyTimeMedia shall still be liable to pay the agreed fee for the contribution as specified in Clause 3.1.

6 AUTHOR'S WARRANTIES

The Author represents, warrants, undertakes and agrees with MyTimeMedia as follows:

6.1 The Contributions shall be the original creation of the Author and the Author confirms that he is the owner of all copyright and any other rights in the Contributions.

6.2 The Author has not and shall not enter into any agreement or arrangement which might conflict with the licences granted to MyTimeMedia under Clause 4 or MyTimeMedia's other rights under this Agreement or which might interfere with the performance by the Author of the Author's obligations under this Agreement.

6.3 The Contributions shall not infringe any right of copyright or right of privacy or right of publicity or personality or any other right whatever of any third party.

6.4 The Contributions shall not be under the laws of any jurisdiction obscene or blasphemous or offensive to religion or defamatory of any person and shall not contain any material which has been obtained in violation of the Interception of Communications Act 1985, the Official Secrets Act 1989 or any analogous foreign legislation and nothing contained in any Contribution would if published constitute a contempt of court.

6.5 All statements purporting to be facts in any Contribution shall be true and correct and no advice, recipe, formula or instruction in any Contribution will if followed or implemented by any person cause loss, damage or injury to them or any other person.

7 MISCELLANEOUS

7.1 Nothing contained in this Agreement shall constitute or shall be construed as constituting a partnership or contract of employment between the parties.

7.2 This Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Agreement and may not be varied except by an instrument in writing signed by all the parties to this Agreement. The Author acknowledges that no representations or promises not expressly contained in this Agreement have been made to the Author by MyTimeMedia or any of its servants, agents, employees, members or representatives. Nothing in this Agreement shall be construed as excluding liability for fraud.

7.3 If any part, term, provision or clause of this Agreement proves to be invalid or unenforceable, the validity or enforceability of the remaining parts, terms provisions and clauses will not be affected. The rights and obligations of the parties will be construed as if the Agreement did not contain the particular invalid or unenforceable part, term, provision or clause.

7.4 No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them, nor any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing signed by a duly authorised representative.

7.5 This Agreement shall be subject to the Laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereby this Agreement was duly executed as a Deed on the date indicated above.

Executed as a Deed by

SIGNED by O.W Davies)
for and on behalf of)
MYTIMEMEDIA LIMITED)



I confirm and agree the above and agree to be bound by it
SIGNED BY)

.....(name of Author))

.....(signature)

SCHEDULE 1 – RIGHTS LICENSED

1. 'Exclusive First publication rights' - An exclusive right to publish the Contribution in whole or in part into the first publication of the Magazine. For the purpose of this right, first publication means the initial print run of the Magazine, any subsequent print runs of the magazine, and the publication via any electronic medium of a facsimile representation of the printed version of the magazine, provided that any subsequent print runs and electronic versions are complete and identical in content to the printed version of the magazine from the initial print run.
2. 'Non-exclusive rights to provide photocopies' - The non-exclusive right to publish, sell, rent, distribute or otherwise supply copies of the Contribution in whole or in part to any third party in the form of photocopies.

Contributor Guidelines: *Model Engineer*.

Rules are rarely chipped in stone; if in doubt, please ask.

Firstly, if you are going to submit an article, please fill in and return the contributors agreement. MyTimeMedia Ltd. will only pay for your work directly into a bank account so please also fill in the bank account form. Please return the form to:

Diane Carney, The Editor, Model Engineer, Springfield, Ackenthwaite, Milnthorpe LA7 7DQ
Tel. 015395 64750.

or you can return it by email: diane.carney@mytimemedia.com

You only need to return the 2 pages of the agreement and the bank details page.

Payment

If you would prefer to donate any payment to charity we can do this on your behalf. We support REMAP which is a charity engaged in engineering to aid the disabled. Remap will be informed of who made the donation and your contact details will be supplied to REMAP unless you specifically requested that this is not done. Please let me know if you would like to take up this option, which is entirely voluntary on your part.

Format

At the start of the article, please type your full contact details: address, phone number and an email address (if used). If you have a mobile phone number, that may be useful. **Phone numbers and addresses will not be published.** Along with the article, please supply a head and shoulders photo of yourself. This may be used alongside the article.

Text files

Articles should be supplied in Microsoft Word or a plain text format. (If you do not have any of these file types available to you, please don't hesitate to ask. We can always give others a try.)

Please use a common typeface (Times, Helvetica, Cambria, Calibri etc.) and supply as unformatted text, single spaced. You may incorporate tables if required. Please do not type in capitals. Digital manuscripts may be sent by email, on CD or memory stick. Floppy disks cannot be accepted. Unless specifically requested articles will not be returned.

Referencing photos and drawings (figs) in the text

Please refer to the photographs and drawings in the correct place in the text file. For example:
The column stands on a plinth (photo 7) which is fastened by three bolts through the base (fig 2) ...

Please do not send articles as PDF files or embed pictures into the document unless as a supporting document for the editor's guidance.

No computer? No problem.

We will happily accept mechanically typed contributions as long they can be scanned into the computer.

If supplying the article on disk, there is no need to supply a paper print out although drawings may be supplied in paper format.

Handwritten articles cannot be considered; please ask someone to type it out.

All contributions are welcome and will be looked at and considered for publication.

Drawings

- We can accept DXF and DWG files or drawings in PDF format. Other file types *may* be acceptable but we would need a sample first. (Turbo-Cad drawings? Please contact me first.)
- Hand drawn or printed drawings are fine but must be legible.
- Drawings will usually be re-drawn by our illustrator in order to fit into our page layouts.
- If at all possible, please supply drawings with either metric or imperial dimensions. Try not to mix them unless specifying threads or standard size bar.

Photos

- Digital photographs taken at high resolution are preferred. Low resolution photos cannot usually be accepted. As a rule of thumb, set your camera to the HIGHEST jpeg or tiff quality setting. (Please be aware that some cameras reset to their lowest resolution when you replace the batteries)
- Please send the file as it comes out of the camera. Do not retouch or crop the photos. Our designer will do all that's necessary to get the best from your photos.
- Photographic prints (traditional, laboratory produced) are acceptable but please do not supply photos from your home printer.

Taking photos of your subject

- **Make sure the 'date stamp' is turned off.** If you already have photos with a date stamp on, we may be able to use them but it takes time to remove the date.
- When taking photos, please try to get the subject to fill most of the picture. (If we have to crop pictures later it reduces the useable size.) Please make the photos as sharp as you can. If necessary, use a tripod or similar.
- Please try to keep backgrounds to photos reasonably clear. It is understood that workshops may be untidy but please take care not to show teacups and beer cans etc. Also – **be safety conscious!** No chuck keys left in chucks (unless it is relevant to the article). Please be aware of electrical safety. Bare wires lying around the workshop may make a picture unusable. Please use common sense.
- A good tip: try to give your photos a consistent background colour. For example, take all your photos of components against the same piece of card, dust sheet or table top. This greatly improves the appearance of the printed page.
- Please put a list of photo captions on the bottom of your manuscript. Photos should be numbered as they appear in the text. They should be numbered in sequence from photo 1 upwards. Please number photos simply and sequentially:
Photo 1, photo 2, photo 3 is fine.
Photo 1, photo 1a, photo 1b, photo 2 is not.
- When an article is about a particular piece of work, please start the article with a photo of the finished model/item, numbered **photo 1**.
- Please supply one of each photo - no alternatives - just choose the best.

Important note: DO NOT WRITE ON THE BACK OF PHOTOGRAPHIC PRINTS.

If you need to identify photos, write on a sticky label and then stick the label to the back of the photo.

Payment for contributions to Model Engineer

Payment is paid direct into your bank 30 days after publication.

The payment rate is at the discretion of the Editor and will be a minimum of £30 and a maximum of £50 per printed page.

Part pages are paid pro-rata. (Pages will be calculated to nearest 1/4 page.)

A cover photo will normally be £25.00 unless it forms part of an article within the issue.

Small photos used on cover, contents page and the next issue page will not be paid for when used on these pages but will be paid for on the article page.

The Editor's decision on payment is final.