



## IWM SHORT FILM FESTIVAL TERMS AND CONDITIONS FOR USE OF IWM ARCHIVE FILM

Before completing this form, please contact [filmfestival@iwm.org.uk](mailto:filmfestival@iwm.org.uk) to discuss the nature of your request as copyright and conservation considerations may apply. Filmmakers can have up to three digitised films or three reels of film transferred, free of charge, with a discounted rate for further films used in their production.

### **Terms and Conditions of supply and use:**

\* Henceforth, the film/s will be referred to as “The Material.”

1. The Material supplied is the property of the Trustees of the Imperial War Museum. It is provided on the condition that it will not be screened, copied, re-sold, hired or distributed to any persons or organisations other than to those already contracted.
2. The Museum releases copies of Material for use in projects intended to educate or illustrate, and reserves the right not to release Material for uses which in the Museum’s opinion (in its sole discretion) is liable to trivialise, sensationalise or demean the subject portrayed.
3. Where Material is considered to be of a sensitive nature (e.g. dead, wounded, shellshock, concentration camp footage, executions and images relating to atrocities, war crimes etc.) The user shall provide, on request, the script, treatment and/or other evidence relating to the manner and content in which the Material will be used (“the evidence”). Copies of Material will be released if the evidence submitted is accepted by the Museum. Use of the Material is restricted to the use specified in the evidence.
4. The User will ensure that the Material is not used or edited (including adapted, altered, cropped or manipulated in any way which will or in the Museum’s opinion (in its sole discretion) is likely to be detrimental to or disparaging of, or likely tarnish the reputation of the Museum or the Material or its subject matter or bring them into disrepute.
5. Usage of the Material will not breach the Data Protection Act 1998 or the Privacy and Electronic Communications (EC Directive) Regulations 2003.
6. All Material supplied by the Museum will be of standard definition quality. Should high definition copies be required the cost will be borne by the User.
7. By undertaking this offer the User is obliged to submit their film to the IWM Short Film Festival 2017 or 2018 if the User should employ IWM archive Material. Failure to submit a film that incorporates IWM archive Material may result in the IWM invoicing the User for the full costs involved in transferring the requested film/s.
8. This agreement includes a free extended film festival licence granting the User the right to screen the IWM archive film at other film festivals, until December 31st 2018. After this

date the User would need to contact the IWM to negotiate a licence for further film festival use.

9. The IWM will receive an on-screen end credit as the original source of the archive Material with the following statement: "©IWM" followed by the reference number/s of the films included.

Signed:

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Full Name:

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Date:

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Title of Production:

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Full Address:

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Tel:

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Email:

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