

**IWM SHORT FILM FESTIVAL 2018
TERMS AND CONDITIONS FOR
USE OF IWM ARCHIVE**

Before completing this form, please contact filmfestival@iwm.org.uk to discuss the nature of your request as copyright and conservation considerations may apply. Filmmakers can have up to five films, five photographs and three sound recordings free of charge. This offer applies to existing digital content only.

Terms and Conditions of supply and use:

* Henceforth, the film, photographs and sound recordings 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 The Material for use in projects intended to educate or illustrate, and reserves the right not to release The 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 The 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 The 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 2018 or 2019, 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 Material.

8. This agreement includes a free extended film festival licence granting the User the right to screen the IWM archive Material at other film festivals, until December 31st 2019. After this date the User would need to contact IWM to negotiate a licence for further film festival use.

9. 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 Material included.

Signed: _____

Full Name: _____

Date: _____

Title of Production: _____

Full Address: _____

Tel: _____

Email: _____