

## CDs, Copyright and Studio Night models

It has been suggested that CDs be given to the models as an alternative to prints as it is a way of reducing cost to members. Although I disagree with this cost issue I can see that the idea of a CD, costing the member nothing or very little, not having the need to print or find a printer, as attractive. However there are problems as laid out below.

The original agreement was to provide prints for “work” (ie sitting as a model). If CDs are provided as an alternative then the work and cost is transferred to the models as they then have to find a printer, plus the cost of having the images printed.

### Issues of copyright:

Another, more important issue, is that members either seem unaware or dismissive of is the issue of **copyright**. As most members know, or should know, as soon as you press the shutter release on the camera the image is copyrighted to the photographer (author) of the work. It doesn't need to be registered, although all images given out to people should carry a copyright mark either on the back or on the image (except for club and inter-club competitions, as these are not used for commercial gain and are always the property of the photographer, on loan to the club for said competitions).

So, giving a CD to models does not waive copyright, as copyright cannot be waived. It can only be transferred in writing and in agreement between both parties, (but this would also run counter to the Model Release Form the models sign). Further by transferring rights to the models the club cannot then show the images in any form, even in competitions, without the express permission of the models. A licence can be given by the author for certain use of the images (see 2<sup>nd</sup> paragraph below).

If a photo print shop such as Snappy Snaps, Jessops, or another organisation should process and print the images they would be breaking copyright law unless they had proof of licence or transfer of rights, in writing, from the author. If the models, having signed the Model Release Form, went on to sell their photos, have images printed to give to people or to sell to a magazine they would be guilty of breach of copyright as would the magazine and royalties would be claimable (not that any magazine would put itself in that position).

When printed images are provided the above copyright law still applies, but the prints are given with the agreement and therefore licence for use in the model's portfolio only. This is a tacit agreement when we do studio work for free prints.

Lastly, although a photographer may assign the rights to another person or organisation, moral rights (i.e not to have it falsely attributed or subjected to derogatory treatment) remain with the author no matter what happens to the copyright.

Nick Ford