

**Transfer of rights agreement
governing the use of photographs by members of APCOR**

Part 1

General Principles

1. APCOR is the property right owner of the photographs that are the subject of this agreement.
2. The photographs are protected by the Copyright Code (*Código do Direito de Autor e dos Direitos Conexos*), which is applicable according to international copyright legislation, by the provisions of the corresponding international treaties and by other applicable laws.
3. The photographs may only be used for the purposes laid down in this agreement.
4. The possibility of introducing alterations to the photographs depends on the expressed agreement of their creators or rights owner and may only be carried out under the terms of this agreement.
5. The mere consent granted to a third party to divulge, publish, use or make use of the work by any process does not imply transfer of copyright thereto.
6. The consent referred to in the previous paragraph may only be granted in writing, its cost and non-exclusive character being assumed.
7. The written consent should necessarily and specifically contain the authorised form of disclosure, publication and use, as well as the respective conditions of time, place and price.
8. The author has, among other rights, the exclusive right to make or authorise by himself or by his representatives according to the following forms of use:
 - a) Publication by the press or by any other means of graphic reproduction;
 - b) Representation, recitation, performance, display or public exhibition;
 - c) Cinematographic reproduction, adaptation, representation, performance, distribution and exhibition;
 - d) Allocation or adaptation to any apparatus designed for mechanical, electrical or chemical reproduction and the public performance, broadcast or rebroadcast of those means;
 - e) Dissemination by photography, telephotography, television, radiotelephony, or by any other process of reproduction of signals, sounds or images;
 - f) Any form of direct or indirect appropriation, such as the sale or lease of an example of the reproduced work;
 - g) The translation, adaptation, arrangement, instrumentation or any other transformation of the work;
 - h) Any use in a different work;
 - i) The total or partial reproduction, however undergone, belongs exclusively to the copyright holder - the copyright holder has exclusive rights to freely choose the processes and conditions for the use and exploitation of the work.
9. The right of use of the photographs terminates automatically if any item of this agreement is violated.
10. In the event of disputes, APCOR will indicate the forum for litigation.

Part 2

Terms of use

1. The APCOR copyright should appear next to the photograph or be included in the publishing details.
2. Copies of the photographs may not be copied or distributed to third parties without the prior consent of the APCOR.
3. It is not permitted to sublicense, sell, resell, offer, loan or provide to a third party in any other form all or any part of each one of the photographs or collections of photographs.
4. The member is required to reach an agreement with APCOR, by way of written consent, on the use and location for the use of the photograph, and should do so whenever the photograph is used in a new medium.
5. With written and agreed consent the photographs may be used in the following media:
 - Brochures;
 - Newsletters;
 - Calendars and postcards;
 - web-sites, online and multimedia;
 - Advertisements;
 - Stands at trade fairs and other events;
 - Seminars and conferences.
6. When the photographs are used in brochures, newsletters and other media of which more than one copy is made, the member must inform APCOR of the number of copies to be produced.

Operational conditions

1. The photographs to be acquired may be viewed in a catalogue available at the Association, and after their selection they will be provided on a CD-Rom, with printing resolution, in Jpeg or Tiff format. The originals are not available for loan.
2. The photographs may be reframed, although the concept of the photograph may not be adulterated. The photographs may be enlarged or reduced provided they retain their logical proportions.
3. The photographs available at the APCOR website www.corkmasters.com may not be used by commercial members. Their use is designed exclusively for informative/educational purposes and with the express consent of APCOR.

Acquisition of the photographs

1. The use of the photographs for commercial purposes is granted at a defined cost:
 - a) Catalogue of Photographs Group A
 - APCOR Member – free
 - Non-members – 50 Euros per photograph

b) Catalogue of Photographs Group B

- APCOR Member and InterCork funders - free
- APCOR Member – 25 Euros per photograph
- Non-members – 50 Euros per photograph

c) Catalogue of Photographs Group C

- By quotation

2. APCOR also has a collection of photographs to which it does not hold copyright but only rights of use; the association may only provide these photographs on the condition that the member pays the rights of use to the photographer in question.

3. The use of the photographs for informative/educational purposes is granted free of charge for APCOR members. This situation may include seminars and similar events. The photographs will be granted in accordance with APCOR technical specifications.

4. The payment to APCOR for the photographs grants the member the right to use the photographs for a period of one year, and if required these rights should be renewed by consulting APCOR.

5. The payment of the rights of use should be made by cheque or cash to APCOR, which will supply an invoice for the amount paid.

The Communication Department