



# FEDERATION INTERNATIONALE DE L'ART PHOTOGRAPHIQUE

The International Federation of Photographic Art

**DOC 032 / 2021 E**

## **REGULATION FOR PUBLISHING ARTICLES IN FIAP NEWS**

### **1. Preface and Definitions**

1.1. This Regulation describes the rights and obligations related to the publication and distribution of articles in FIAP News and governs how Authors, FIAP and the wider general public can use, publish, and distribute them. When referring to the Author or to the Director of FIAP News, singular they and its derivatives are used as a gender neutral pronoun.

1.2. The following terms shall have the following meanings:

Plagiarism: The appropriation of another person's ideas, processes, results, or words without giving appropriate credit.

Manuscript: An Author's handwritten or typed text submitted for publication.

### **2. Author's obligations**

2.1. By submitting to FIAP the Work with the information in it, the Author agrees that FIAP may use the information in it to review and respond to the Author and that the Author's name and identity may be revealed in descriptive text or commentary in connection with the text and images submitted by the Author for that reason.

2.2. The Author is aware that FIAP may at any time use or publish for non-commercial, educational, promotional or reporting purposes without any compensation, remuneration, royalties or any other payment to the Author, the Work and/or any of the supplemental materials submitted with it for publication, always together with the Author's name, including but not limited to its websites, newsletters, social media and other electronic or printed materials. When giving their permission the Author is aware that any information published on the internet is accessible to millions of users from all over the world, that it will be indexed by search engines and that it may be copied and used by any web user and that by consequence their article remains always archived, citable and accessible. This means that once the Work with its supplemental materials and the Author's name are published on the Internet, FIAP has no more control over its subsequent use and disclosure. By submitting the Work, the Author hereby waives

the right to inspect or approve it prior to any usage by FIAP. It is the Author's exclusive responsibility to inform FIAP if they do not wish for their picture and/or name to be published.

2.3. The submitted Manuscript must have not been published or submitted for publication or been under consideration for publication elsewhere before, unless it is a resubmission of an article rejected for or withdrawn from publication, and will not be submitted elsewhere for publication, while under review by FIAP. It is generally permissible to submit a Manuscript for a full paper expanding on a previously published brief preliminary communication of the same work. However, at the time of submission, the Director of FIAP News should be made aware of the earlier communication and this preliminary communication should be cited in the article.

2.4. In the case of a Manuscript already published or submitted for publication or been under consideration for publication elsewhere before, the Author should unconditionally affirm that they have obtained all appropriate rights to reproduce the article and/or any material that has already been partially or wholly published or copyrighted elsewhere and/or the consent, permission and release for each image, photograph, table, map, material from a Web page, or significant amount of text published previously or created by someone other than the Author and that they have already paid any fees associated with permission to publish such material.

2.5. By submitting to FIAP the Work and the supplemental materials the Author declares that they do not infringe any copyright, violate any other intellectual property, privacy or other rights of any person or entity, or contain any libellous or other unlawful matter. By submitting to FIAP the Work and the supplemental materials the Author declares that they have obtained written permission from copyright owners for any excerpts from copyrighted works that are included. Proper acknowledgment of sources and the work of others must always be given. In case of any restriction of their ability to grant the rights required, the Author declares that a written waiver has been obtained.

2.6. In case of supplemental materials, submitted by the Author, depicting identifiable people, the Author declares that in order to comply with all applicable laws and regulations concerning the privacy and/or security of personal information, they have the consent or model release from each of these persons (and if under age 18, signed by their parents or guardians) and that they can provide copies of these releases if requested, otherwise the Author assumes the complete and exclusive responsibility for any lack of consent, whenever and wherever required. Even if consent has been obtained, the portrayal and captioning of the individual concerned should be respectful and could not denigrate that individual. In the case of a child, if parents or guardians disagree on the use of the images of that child, then consent is deemed not to have been given and those images could not be used. Only images of children in suitable dress are acceptable to reduce the risk of being used inappropriately.

2.7. By submitting to FIAP the Work and the supplemental materials the Author guarantees and warrants the confidentiality of people or associations mentioned in their article and further warrants that they have acquired

and can supply upon request written consent from any parties for the reproduction of their verbal statements, written statements, or records for any Information obtained in the course of confidential services or privately, as in conversation, correspondence or discussion with third parties.

2.8. Plagiarism is not acceptable in FIAP News. Authors shall not engage in plagiarism - verbatim or near-verbatim copying or very close paraphrasing of text or results from another's.

2.9. The Author guarantees and warrants that all facts and references are correct. In case of fundamental errors in published articles, it is the Author's obligation to promptly notify the Director of FIAP News and cooperate with them to retract or correct the article.

2.10. The opinions and contents of any article published in FIAP News remain the sole and exclusive responsibility of the Author(s) and never of FIAP itself.

2.11. The Author grants FIAP a license to publish the article and identify itself as the original Publisher.

2.12. The Author grants FIAP the right to use the submitted article freely and at any time for non-commercial, educational, promotional or reporting purposes without any compensation, remuneration, royalties or any other payment to the Author including but not limited to its websites, newsletters, social media and other electronic or printed materials, under the stipulation that the Author is given credit and the appropriate citation details are mentioned.

2.13. The Author shall execute and deliver to FIAP any and all documents which FIAP reasonably deems necessary or appropriate to evidence or effectuate the rights granted in this Regulation.

2.14. The Author attests and warrants that the submitted to FIAP Work and supplemental materials in electronic form are free from viruses, contaminants, or worms.

2.15. The Author acknowledges and confirms that FIAP shall have no liability of any kind for the loss or destruction of the Manuscript or any other documents or materials provided by the Author to FIAP, and agrees to make and maintain copies of all such documents and materials for use in the event of such loss or destruction.

2.16. By submitting to FIAP the Work and the supplemental materials to the extent that the text or any of the supplemental materials were prepared jointly with other Authors, the Author who is communicating with FIAP declares that they have acknowledged as Authors all persons who meet these criteria for authorship and none who do not and that he has informed the co-Author(s) of the terms of this Regulation. The Author who is communicating with FIAP attests to the facts that any others named as co-Authors (where alive) have seen the final version of the

paper and agreed to the submission for publication, that the communicating Author is signing on their behalf as their agent and that is authorized to do so. Only individuals who have significantly contributed to the preparation of the article should be listed as Authors. All these co-Authors share responsibility for submitted articles. A deceased person who met the criteria described here may be designated as an Author, with a footnote reporting date of death. Other contributions should be indicated in a footnote or an "Acknowledgments" section. No fictitious name should be listed as an Author or co-Author and no articles will be published where the Author is Anonymous.

2.17. By submitting to FIAP the Work and the supplemental materials in the name and on behalf of all co-Authors, the Author who is communicating with FIAP warrants to FIAP and its licensees that the communicating Author is the owner of all the rights relating to the submitted article and to the associated supplemental materials granted to FIAP, and has full power to enter into this agreement, and that said rights are not subject to any proper agreement, lien, or other claim or rights which may interfere with the rights herein granted; that the Work and the supplemental materials are original and not in the public domain; that they do not violate the right of privacy of any person; that they contain no libellous, obscene, or other unlawful matter; and that they do not infringe upon the copyright or violate any other right of any person or party.

2.18. The Author agrees to indemnify, defend and hold harmless FIAP, its respective subsidiaries, affiliates, directors, officers, employees, attorneys, agents and representatives, from any and all third party liability for any injuries, loss, claim, action, demand or damage of any kind arising from or in connection with their submitted Work and/or supplemental materials published by FIAP through any medium, including, without limitation, any third party claim for copyright infringement or a violation of an individual's right to defamation, privacy and/or publicity right.

2.19. When writing articles and submitting images and other materials, Authors are expected to be respectful of the fact that FIAP News, with its enclosed articles and images, may be seen by people of all nations and age groups.

2.20. Minor Authors under 18 years of age should not submit any Work and/or supplemental materials without prior written consent or authorization of their Parent/Legal Guardian. They must therefore be old enough to consent to the processing of their personal data or publication of their articles and/or photos in their own country or be allowed by their parent or guardian to do so on their behalf. FIAP will not be liable for any lost or damage incurred by the unauthorized publication of photos and/or disclosure or processing of personal data under the age of 18.

2.21. By submitting to FIAP the Work and supplemental materials in the name and on behalf of a Minor under 18 years of age, the Parent or Legal Guardian who is communicating with FIAP certifies that they are the Parent or Legal Guardian of the Minor Author, that they are signing in their name and on their behalf and they are authorized to do so.

2.22. By submitting to FIAP the Work and the supplemental materials to the extent that the text or any of the supplemental materials were prepared by a Minor under 18 years of age, the Parent or Legal Guardian who is communicating with FIAP declares that they have acknowledged as Authors the Minor who meet these criteria for authorship.

2.23. By submitting to FIAP the Work and supplemental materials to the extent that the text or any of the supplemental materials were prepared by a Minor under 18 years of age, the Parent or Legal Guardian who is communicating with FIAP certifies, that they have read and fully understand the contents herein and that they accordingly consent in the name and on behalf of the Minor under 18 years of age to all the terms of this Regulation, which apply mutatis mutandis to the Minor under 18 years of age.

2.24. By submitting to FIAP the Work and the supplemental materials in the name and on behalf of a Minor under 18 years of age, the Parent or Legal Guardian who is communicating with FIAP warrants to FIAP and its licensees in the name and on behalf of the Minor under 18 years of age the ownership of all the rights relating to the submitted article and to the associated supplemental materials granted to FIAP, and the full power to enter into this agreement, and that said rights are not subject to any proper agreement, lien, or other claim or rights which may interfere with the rights herein granted; that the Work and the supplemental materials are original and not in the public domain; that they do not violate the right of privacy of any person; that they contain no libellous, obscene, or other unlawful matter; and that they do not infringe upon the copyright or violate any other right of any person or party.

2.25. By submitting to FIAP the Work and the supplemental materials in the name and on behalf of a Minor under 18 years of age, the Parent or Legal Guardian who is communicating with FIAP agrees in the name and on behalf of the Minor under 18 years of age to indemnify, defend and hold harmless FIAP, its respective subsidiaries, affiliates, directors, officers, employees, attorneys, agents and representatives, from any and all third party liability for any injuries, loss, claim, action, demand or damage of any kind arising from or in connection with their submitted Work and/or supplemental materials published by FIAP through any medium, including, without limitation, any third party claim for copyright infringement or a violation of an individual's right to defamation, privacy and/or publicity right.

2.26. As soon as a Minor reaches the age of 18 and no longer wishes their personal data to be published or processed in any way by FIAP, it is their exclusive responsibility to inform FIAP, otherwise FIAP will still be able to do so lawfully and they will be still be liable against FIAP and any third party for any injuries, loss, claim, action, demand or damage of any kind arising from or in connection with their submitted personal data on the basis of the consent or authorization of their Parent/Legal Guardian that is deemed to be confirmed by them.

2.27. As soon as a Minor reaches the age of 18 and no longer wishes their Work and the supplemental materials to be further published or used by FIAP in the future, it is their exclusive responsibility to inform FIAP, otherwise FIAP will still be able to do so lawfully and they will be still be liable against FIAP and any third party for any injuries, loss, claim, action, demand or damage of any kind arising from or in connection with their submitted Work and the supplemental materials on the basis of the consent or authorization of their Parent/Legal Guardian that is deemed to be confirmed by them.

2.28. No article will be considered for publication unless the Author or Author submitting on behalf of all co-Authors or Parent or Legal Guardian submitting on behalf of a Minor under 18 years of age has previously signed and sent to FIAP a scanned copy of a form provided by the Director of FIAP News, according to which they declare that they fully accept the terms of this Regulation.

### **3. Author's rights**

3.1. The Author can expect to be notified that their Manuscript has been received and that a decision on their Manuscript will be made in a timely manner (i.e. within 90 days of receipt).

3.2. The Author can inquire about the disposition of a submitted Manuscript at any time.

3.3. In the instance where the Director of FIAP News has seen a need to amend the wording of the Manuscript, the Author has the opportunity to review and approve the text of their Manuscript prior to publication, provided that the Manuscript and corrected proofs are submitted in a timely manner.

3.4. The Author can withdraw a Manuscript from editorial consideration at any time.

3.5. The Author retains proper attribution and credit for their published article.

3.6. The Author is free to use a link to their published article and share it online or offline in the final format published on FIAP News.

3.7. The Parent or Legal Guardian of a Minor under 18 years of age has and exercises in the name and on behalf of the Minor under 18 years of age all their rights herein, which apply mutatis mutandis to the Minor under 18 years of age.

3.8. The Parent or Legal Guardian of a Minor under 18 years of age has the right to subsequently make changes to or request removal of the Minor's personal information and has access to any other information as required by law.

## **4. FIAP's obligations**

4.1. The Director of FIAP News should consider all Manuscripts offered for publication, judging each on their merits without regard to race, gender, religious belief, ethnic origin, citizenship, or political philosophy of the Author(s). Criteria of merits are actuality, general interest, and originality of approach. Discretion may be exercised in order to provide balance and variety within the publication.

4.2. The Director of FIAP News is obliged to notify the Author about a decision on the Manuscript in a timely manner (i.e. within 90 days of receipt).

4.3. The Director of FIAP News is obliged to respond to all inquiries from the Author about the disposition of their submitted Manuscript.

4.4. The Director of FIAP News is aware that the Author can withdraw a paper from editorial consideration at any time. If a Manuscript is not accepted for publication or is withdrawn by the Author prior to publication (online or in print), any copyright transfer will be null and void.

4.5. The Director of FIAP News should ensure an efficient and fair review process of Manuscripts submitted for publication and select for inclusion material that maintains a high standard of artistic and professional quality in the content of the magazine.

4.6. The Director of FIAP News should respect the intellectual independence of Authors. In case of Manuscripts containing inappropriate material, where wrongdoing has been confirmed or FIAP faces potential legal repercussions, the Director of FIAP News is not allowed to modify alone the content of the article and should always consult with the Author prior to rejecting a Manuscript. If the Director of FIAP News, in their sole discretion, reasonably deems the Manuscript, and/or any other materials delivered by the Author to be unacceptable in form and/or substance, then the Director of FIAP News shall promptly advise the Author by written notice and the Author shall in a timely manner cure any defects and generally revise and correct the Manuscript and/or other materials to the reasonable satisfaction of FIAP and deliver the fully revised and corrected Manuscript and/or other materials promptly after receipt of FIAP's notice. If the Director of FIAP News wishes to make editorial changes or deletions in the Manuscript, then the Director of FIAP News shall consult with the Author prior to publication about these changes, and if the Author and the Director of FIAP News cannot agree on the changes or deletions, the issues at question shall be decided upon by the FIAP Board of Directors. The FIAP Board of Directors reserves the right to reject the Work for any reason, with written notice to the Author.

4.7. If the Director of FIAP News is presented with convincing evidence that a Manuscript or published article contains plagiarized material or falsified information, they must immediately forward such evidence to the FIAP Board of Directors for investigation.

4.8. If the Director of FIAP News is presented with convincing evidence that the main substance of an article published in FIAP News is erroneous, they should facilitate immediate publication of an appropriate errata pointing out the error after notifying the Author and allowing them to respond in writing and, if possible, correcting it. The errata may also be written by the person who discovered the error.

4.9. The Director of FIAP News and the editorial staff should not disclose any information about a Manuscript under consideration to anyone other than those from whom professional advice is sought. However, they may need to disclose to a prospective Author the fact that a relevant Manuscript by another Author has been received or is in preparation.

4.10. Unpublished information, arguments, or interpretations contained in a submitted Manuscript are confidential and shall not be used or otherwise disseminated except with the consent of the Author and with appropriate attribution.

4.11. FIAP is aware and recognizes that no proprietary right other than copyright is claimed by FIAP itself.

4.12. FIAP is aware and recognizes that the Author(s) retain proper attribution and credit for their published Work, including the right to revise, adapt, prepare derivative Works, present orally or use a link to their published Work and share it online or offline in the final format published on FIAP News. FIAP undertakes to give credit to the Author as Author of the Work wherever practical to do so.

4.13. All FIAP News content is freely available without charge to any internet user. Users are allowed to read, download, copy, distribute, print, search, or link to the full texts of the articles, or use them for any other lawful purpose, under the condition to give credit and mention the appropriate citation details.

4.14. To the extent that the text or any of the supplemental materials were prepared by a Minor under 18 years of age, all above FIAP obligations are applied mutatis mutandis to the Minor of under 18 years of age, as represented by the Parent or Legal Guardian acting in their name and on their behalf.

## **5. FIAP's rights**

5.1. The Director of FIAP News has sole and complete authority to accept or reject a submitted Manuscript for publication, under the conditions of this Regulation. The Director of FIAP News may conform the Manuscript to FIAP's standard style in punctuation, spelling, capitalization, and usage. The Director of FIAP News may also adjust sentence structure to amend errors in the English. For the purposes of use in electronic forms, the Director of FIAP News may adjust the Work to the respective form of use and include links (e.g. frames or inline links) or otherwise combine it with other works and/or remove links or combinations with other works. The Director of FIAP News shall



in their sole discretion select for inclusion only material that maintains a high standard of artistic and professional quality in the content of the magazine.

5.2. The FIAP News Director reserves the right to replace a published article if purely technical corrections are necessary (e.g. corrupt or incorrect entries). In such cases, archives and indices are informed. Under no circumstances will the content be changed. Minor typographical errors are typically not worthy of an erratum.

5.3. The FIAP News Director has the right to withdraw an already published article, even without the Author's consent, only for legal reasons, where the article is clearly defamatory, or infringes others' legal rights or professional ethical codes, such as multiple submissions, bogus claims of Authorship, plagiarism, fraudulent use of data or the like. Withdrawn means that the article content (in HTML and PDF) is removed and replaced with a HTML page and PDF simply stating that the article has been withdrawn according to FIAP's Policy with a link to the current policy document.

5.4. FIAP is granted by the Author under the terms and conditions of this Regulation the permanent, world-wide, transferable, sub-licensable and unlimited right to reproduce, publish, distribute, transmit, make available or otherwise communicate to the public, translate, publicly perform, archive and store the Work or parts thereof individually or together with other Works in any language, in all revisions and versions, in all forms and media of expression including in electronic form for offline and online use, push or pull technologies, use in databases and data networks (e.g. the Internet) for display, print and storing on any and all stationary or portable end-user devices, e.g. text readers, audio, video or interactive devices, and for use in multimedia or interactive versions as well as for the display or transmission of the Work or parts thereof in data networks or search engines, and posting the Work on social media accounts closely related to it, in whole, in part or in abridged form, in each case as now known or developed in the future, including the right to grant further time-limited or permanent rights to others for non-commercial, educational, promotional or reporting purposes without any compensation, remuneration, royalties or any other payment to the Author without limitation as to duration or frequency of use in its original language or any translation FIAP deems necessary. This is only done under the stipulation that the Author is given credit and the appropriate citation details are mentioned.

5.5. FIAP has the right to permit others to use individual illustrations, tables, or text.

5.6. FIAP has the right to display in any medium (whether now known or hereafter devised) the Author's name, likeness and biographical information in and on the Work or any portion thereof, in and on any derivative work based thereon and in any publicity and promotional materials used to market the Work, any portion thereof and/or any such derivative work.

5.7. FIAP has the right and not the obligation to enforce the rights in the article, on behalf of an Author, against third parties, for example in the case of plagiarism or copyright infringement and shall not be liable for any failure to do so.

5.8. To the extent that the text or any of the supplemental materials were prepared by a Minor under 18 years of age, all above FIAP rights are applied mutatis mutandis to the Minor of under 18 years of age, as represented by the Parent or Legal Guardian acting in their name and on their behalf.

## **6. Responsibility**

6.1. Any statements expressed in the published articles and/or supplemental materials are those of the individual Authors and do not necessarily represent the views of FIAP, which takes no responsibility for any statement made herein.

6.2. No reference made in the publication of any article and/or supplemental materials to any specific method, product, process, or service constitutes or implies an endorsement, recommendation, or warranty thereof by FIAP.

6.3. The published articles and/or supplemental materials are for general information only and do not represent a standard of FIAP, nor are they intended as a reference in purchase specifications, contracts, regulations, statutes, or any other legal document.

6.4. FIAP makes no representation or warranty of any kind, whether express or implied, concerning the accuracy, completeness, suitability, or utility of any information, apparatus, product, or process discussed in the publication of any published article and/or supplemental materials, and therefore assumes no liability. The information contained in the published articles and/or supplemental materials should not be used without first securing competent advice with respect to their suitability for any general or specific application. Anyone utilizing such information assumes all liability arising from such use.

6.5. While an article is believed to be true and accurate on the date it is published, neither the Director of FIAP News nor any of their editorial team, FIAP Officers or Members of the Board of Directors can accept any legal responsibility for any errors or omissions that may have occurred.

6.6. To the extent that the text or any of the supplemental materials were prepared by a Minor under 18 years of age, all above responsibility clauses are applied mutatis mutandis to the Minor of under 18 years of age, as represented by the Parent or Legal Guardian acting in their name and on their behalf.

## **7. Dispute Resolution**

7.1. If a claim shall arise for infringement as to any of the rights which are the subject of this Regulation, FIAP and the Author may proceed jointly or separately to prosecute an action based on such claims. If they proceed jointly, the expenses (including attorneys' fees) and recovery, if any, shall be shared equally by them. If they do not proceed jointly, they shall have the right to proceed separately, and if so, they shall bear their own costs of litigation and shall own and retain any and all recovery resulting from such litigation. If the party proceeding separately does not hold the record title of the copyright at issue, the other party hereby consents that the action be brought in his, her or its name. Notwithstanding the foregoing, FIAP has no obligation to initiate litigation on such claims and shall not be liable for any failure to do so.

7.2. Pending final resolution of any dispute hereunder this Regulation, it will remain in full impact. Both the Author and FIAP ought to proceed to earnestly release their obligations hereunder, however, without prejudicing their individual rights and remedies.

7.3. FIAP and the Author concur that pending final resolution of any dispute hereunder neither of them shall make any press release, public announcement or explanation concerning the subject matter of the dispute to any individual or organization.

7.4. In the event one or more clauses of this Regulation are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Regulation.

7.5. The failure of either FIAP or the Author to exercise any of their rights under this Regulation for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either of them, whether written or oral, express or implied, of any rights under or arising from this Regulation shall be binding on any subsequent occasion; and no concession by either of them shall be treated as an implied modification of the Regulation unless specifically agreed in writing.

7.6. This Regulation will be governed by and construed in accordance with the laws of Luxembourg, without recourse to conflicts of law principles, and the Author irrevocably consents to the exclusive jurisdiction of the courts of Luxembourg.