



THE JANKI FOUNDATION
FOR GLOBAL HEALTH CARE

RELEASE FORM - FACT SHEET

Internal Use Only – NOT for distribution with Release Form

There are many occasions during the course of a year when members of The Janki Foundation for Global Health Care (JF) will photograph, film and/or take quotes from speeches or interviews etc. of other volunteers or ‘friends’ of the Janki Foundation for Global Health Care and/or its associates. These may be taken during events and/or activities either at JF or non-JF premises, which would be taken at events for the purpose of promoting the organisation and its services to the general public or its international members. Promotion of the organisation and its activities could take the form of leaflets and brochures, film footage, slide shows with voice-overs, articles and news reports and/or websites etc.

It is not advisable for us to take and/or use photos or record anyone’s voice unless prior authorisation is obtained from that person. Should someone agree for their photo to be taken, image and/or voice to be recorded etc. for any of the above mentioned reasons, it would be necessary for him/her to complete and sign a ‘Release Form’, which will serve as his/her formal authorisation for JF and/or its associates to take and/or use such image, recording or statement.

There may also be (rare) occasions when media coverage for a particular JF event and/or activity is involved thereby requiring you to be filmed/photographed/interviewed/quoted etc. On the same basis, you would be required to enter into the Release Form in relation to your involvement.

This fact sheet explains what the Release Form is intended to address and also to help you deal with some frequently asked questions that could arise in relation to use of the Release Form.



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GENERAL:

What is a ‘Release Form’?

The Release Form is a legal document/statement that should be completed by individuals who are about to be photographed/filmed/quoted/audio recorded etc. Once signed it gives the permission and right to JF to take, edit and use a photo/video/words (quotes)/voice recordings etc. of the relevant individual for use in various JF materials including promotional projects, publications, and transmissions of broadcasts of a particular organisation/company. Generally, it frees the JF from any kind of liability that may arise from any claims against JF for breach of copyright and related rights by individuals that have been photographed/filmed/quoted/audio recorded etc by or on behalf of JF.

Who should sign a ‘Release Form’?

- All individuals (adults and children) in respect of whom a photograph/film/sound recording is to be taken or who will be quoted or referred to in JF materials.
- All individuals (adults and children) that are recognisable in any way (not part of a crowd of bodies/heads etc.) must sign a ‘Release Form’.
- If an individual is less than 18 years of age, a parent or legal guardian must sign the form in addition to the child.

When is it not necessary to have a ‘Release Form’ signed?

In the case of photography, filming or sound recording it is not necessary for a ‘Release Form’ to be signed when someone is part of an audience/crowd scene or shown in the background (i.e. their inclusion in any photographs, film or sound recording would be incidental). However, it is advisable to obtain one if it is practical. In such situations, a verbal statement to the audience/crowd about the photography or filming being done should be made and recorded.

In the case of filming vox pops, it is desirable to obtain a signed release form but you may feel able to rely on an oral statement recorded on camera where you are satisfied that the risk of any potential claim is acceptably low. In such situations, you should record the interviewer asking permission to film the interviewee and record the response of the interviewee being filmed.



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What does it mean to sign a ‘Release Form’?

Signing a ‘Release Form’ simply indicates that permission (in writing) has been given to be video taped/photographed/interviewed/quoted by members of JF or the media and also grants JF the necessary rights to make full use of any film, sound recording, photograph or other record that is made in relation to the individual's performance, interview or other such participation.

Once a ‘Release Form’ is signed the person being photographed/videoed/recorded/quoted has stated that:

- They are aware of the reason for taking the photo/video/quotes/recording etc. This will be as a result of the Release Form being properly completed to describe the event and nature of contribution by the participant.
- They agree to grant all copyright and consents in respect of their performance, interview or other such participation (see paragraph 2 of the Release Form). This ensures that JF owns the necessary copyright and ensures that JF can make full use of the performance, interview or other such participation in any photograph, film, sound recording or other record of the contribution.
- They waive all moral rights and performers' rights in relation to their performance, interview or other such participation (see paragraph 3 of the Release Form). This ensures that JF can make full use of the rights granted above, see below for further details.
- They consent to the use of their name, image, voice and other such personal details in relation to their performance, interview or other such participation (see paragraph 4 of the Release Form).

What happens if a ‘Release Form’ is not signed?

Without a completed and signed ‘Release Form’, the individual may make a number of claims of breaches of their rights in relation to their performance, interview or other such participation. These could include the following:

- Claims for breach of copyright in relation to the participant's words, music or performance.
- Claims for breach of moral rights and/or performance rights in relation to the use by JF of their contribution in any materials or media.
- Claims that use of the individual's personal data in relation to their contribution breaches their rights as a data subject under the Data Protection Act 1998 (in the UK) or any claims of infringement of privacy (in other jurisdictions).
- Claims that the use of their performance, interview or other such participation breaches any duty of confidentiality that may be owed to the individual.



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If a release form has not been signed by any individual, you should not photograph/film/record them. If this is unavoidable, then the photograph/film/recording must not be used for any purpose without written consent from the individual.

Who keeps the signed ‘Release Forms’ and for how long?

The JF office / the JF UK Regional Co-ordinators that use or plan to use the photo/video/words (quotes)/voice recordings etc. should retain the original signed form on file for as long as the item remains in use/useful. As per the Data Protection Act, these forms should be stored somewhere secure yet easily accessible.

SPECIFIC QUESTIONS:

What is ‘Copyright’ and why must the participant grant all copyrights in their contribution to The Janki Foundation for Global Health Care?

The law of copyright applies to products of human creativity (including literary works, artistic works, dramatic works, films, photographs, music and sound recordings).

From the music we listen to and the books we read, to the computer software and products we use in our daily lives, each is a product of human creativity, and that creativity is protected by copyright.

There is no copyright protection in the UK for ideas or concepts, only for the original expression of those ideas or concepts.

Copyright comes into being automatically when the relevant work is created. In the UK there is no registration or other formal requirement for copyright to exist.

To be protected, a work must be original and the author must have expended skill and effort in creating the work. No artistic merit is required, however:

The creator of a copyright work is the first owner of the rights, unless it is created in the course of employment or under a contract which specifies that some other party (e.g. the entity commissioning it) owns the rights.

The following types of copyright may be created and, therefore owned, by the participant as a result of their performance, interview or other such participation:



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- A dramatic work (the performance or interview itself);
- A literary work (the words spoken/lyrics sung by the participant, provided these originated with him rather than being repeated);
- A musical work (if the contributor hums or performs music).

Ownership of copyright entitles the owner to exercise the following six rights on an exclusive basis (in other words, the relevant individual can prevent any third party from doing any of the following, unless it agrees otherwise):

- copy a work;
- issue copies of a work to the public;
- rent or lend a work to the public;
- perform, show or play a work in public;
- communicate a work to the public; and
- make an adaptation of a work or to do any of the above in relation to an adaptation.

Paragraph 2 of the Release Form is therefore a key provision. It ensures that JF is granted all such copyright in the works created by the participant in relation to their contribution. This ensures that, as owner of the copyright, JF is able to exercise the above rights exclusively.

Amendments to the Release Form should not be accepted without first referring to the JF Office who will seek further legal advice/guidance as required.

What are moral rights?

Moral rights exist alongside copyright in certain types of work. They are divided into four categories:

- the right to be identified as the author of a work (the "right of paternity");
- the right to object to derogatory treatment of a work;
- the right to object to false attribution of a work;
- the right to privacy of certain photographs and films.

An individual could therefore assert the first two moral rights in relation to any copyright arising from their performance, interview or other such participation in an event.

Moral rights cannot be assigned but they are commonly waived when copyright is assigned or licensed.



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Under paragraph 3 of the Release Form, all moral rights are waived irrevocably. This is to ensure that JF can make free use of any materials containing any element of copyright contributed by the individual.

The rights are waived "*irrevocably*" to ensure that they cannot be asserted at a later date. The JF will invest considerable time, effort and, in some cases, money in creating videos, press releases, promotional materials etc. If just one participant asserts a moral right in respect of a copyright work that it previously contributed, this would mean that all materials incorporating the relevant copyright work would have to be withdrawn from circulation and re-edited.

What are performer's rights?

Performers are entitled to various rights in their performances, whether these take place on the stage, during a concert and so on. Performers also have rights in any recordings, films or broadcasts of their performances. These rights are in addition to any rights they may have in copyright law.

These rights include the following:

- the permission of a performer must be sought before a recording of a live performance is made.
- once a performance has been recorded, the performer's permission is also needed to make copies of that recording and a performer may be entitled to remuneration in respect of broadcasting or other use of any recording.

Why does the form specify that the sum of £1 is payable?

English contract law is based on the notion of reciprocity. For the Release Form to be enforceable as a contract, there must be "consideration" flowing from both parties.

On that basis, nominal consideration of £1 has been identified in the introductory paragraph. In practice this would be paid by JF.

If the participant is to be paid a fee for their contribution, the reference to £1 should be replaced with a reference to the correct fee.