

Licensing, Syndication and Rights



Global Opportunities,  
Global Threats:  
Learning to Live With  
the Digital Age



# Overview: Challenges

THE MAGAZINE BUSINESS HAS CHANGED more in the past five years than it did in the preceding 25:

- Competition for audience and advertisers from other narrow-cast media including cable TV and the Web
- Dramatic and disruptive changes in production processes accompanied by spiraling costs
- Hypersensitivity of authors and photographers to rights issues and increase in litigation
- Higher reader acquisition costs and consolidation among distributors
- Readers expect multi-platform access to information



# Overview: Opportunities

THE CHANGES HAVE ALSO OPENED DOORS to new sources of revenue, new ways of touching readers and new ways of serving advertisers

- The Web taketh away, but the Web also giveth — it's a hungry beast and has to be fed with content
- Rising standards of living and ubiquitous American media have created a market for U.S. magazine content in many countries
- New delivery technologies make it possible to expand your reach geographically and in numbers at low incremental cost

# Licensing & Syndication

THE EXPANDING MARKET overseas for U.S. content means foreign publishers are potential clients and partners for your magazine

- Foreign editions of U.S. magazines have always existed, but there's been an upsurge in interest from foreign publishers eager to cash in on a proven concept in their own domestic markets
- The Spanish language market has licensed popular U.S. titles for decades, and major U.S. publishers such as Reader's Digest (*Selecciones*) have now entered into direct competition with licensors like Editorial Televisa by publishing their own Spanish language editions



# Market size and scope

LICENSING OF WHOLE U.S. TITLES is an enormous business that keeps growing:

- Editorial Televisa (*Buen Hogar, Vanidades, Men's Health, Prevention, Maxim, Cosmopolitan*) produces 57 titles, selling 137 million copies annually in 18 Latin American countries



- U.S. magazines may be produced wholly by a foreign publisher with no involvement by the U.S. publisher or they may be jointly published through a partnership between the U.S. and foreign publisher

# Going global



LATIN AMERICA IS AN OBVIOUS AND MATURING MARKET but Eastern Europe and the circum-Mediterranean regions are heating up, too

- Rodale Press has had a presence in Russia since the late 1980s with its Novii Fermer (New Farmer) magazine and now has multiple titles in Europe, most created through joint ventures with local publishers
- Forbes launched a joint-venture version of its U.S. business magazine in Russia
- Large titles get the publicity, but niche magazines are hot worldwide. Rodale's *Mountain Bike* magazine (135,000 circulation) was a huge hit in Germany but *Bicycling* (330,000 circulation) wasn't

# Small publishers can play, too

YOU DON'T HAVE TO BE DONALD FORBES to get in on the action. Many foreign publishers are small to mid-sized organizations and would prefer to work with a smaller, nimbler company like themselves

- For three years, World Publications licensed a Japanese consortium to produce *Wake Boarding* magazine in Japan
- In the past 12 months, World has fielded proposals from publishers in Russia, Turkey, Greece, Italy, Brazil and Japan to produce foreign versions of *Saveur*, *Spa*, *Sport Fishing* and *Garden Design*

## CONTENTS

wakeboard MAGAZINE日本語版  
October 2001 VOL8

### FEATURES

- 10 Fan Favorites**  
2001年版 読者人気投票の結果発表
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WBNJの5年間を振り返る
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キミの心の壁紙
- 90 Back to Home**  
あの輝かしい日々へ
- 98 Luke Wulf**  
オージのウェイク野郎はやバイゼ！！

# How does it work?

THERE'S GOOD MONEY TO BE MADE but its also easy to expend a lot of effort for little return. Choose your deals and negotiate wisely:

- Unless you have direct, personal experience in a foreign market, partner with a local publisher
- You can expect to receive 7-10% of circulation revenues and 10% of the advertising revenue from a joint-venture license
- Don't underestimate the labor costs of securing the rights to, gathering electronic files for and burning copies of the content from your magazine
- World asks for a minmum of \$10,000 in advance for a one-year license





## Finding a deal

BE PROACTIVE IN SEEKING DEALS if you think you have a “winner”

- There are consultants and licensing companies who specialize in selling U.S. media products overseas
- Where would your content prosper? Are there foreign markets where there may be an audience for your content? Foreign investment, especially in real estate, is pouring into Florida. Even regional content may have legs overseas
- Find large publishers in sympathetic markets and approach them with a proposal

# Syndication

YOU DON'T HAVE TO SELL A WHOLE TITLE to make money in licensing. You can also syndicate individual pieces of content.

- For some reason, no one wants to spend the time and effort to create editorial content. They'd rather buy it pre-made
- Money AND Fame: Syndicating your content — to Web sites, newspaper and foreign journals — can dramatically raise the profile of your magazine
- The list of potential clients is long, but the major players are newspapers (especially weeklies), Web sites and syndication services

# Web -enabling your profits

THE INTERNET HAS HAD A LARGE and mostly negative effect on magazines to date, but even if your magazine's Web site is a black hole, you can still pull some revenue by selling your content to other Web sites

- Many Web sites — even after the big bust — are still run by technologists with little or no expertise in creating content
- Magazines are good at creating content
- Sell your content for cash and/or trade it for links to your magazine subscription page
- In one 12-month period, World sold content worth \$1.2 million to a half-dozen Web sites

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We offer the largest variety of real-time, online content including the most reliable and respected premium sources, industry-specific trades and critical business information — plus articles, research, sports, entertainment and more!
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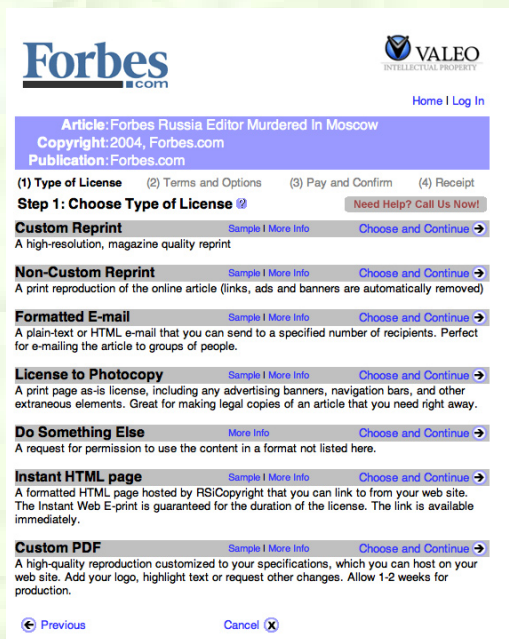
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Aug 18, 11:21 AM

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# Web syndication services

DELIVERING MAGAZINE CONTENT one piece at a time is not profitable ... get a plan or have a partner

- For in-house syndication units, have a reasonable plan to grow to a size that would make the effort profitable
- Consider using a syndication service such as YellowBrix — you provide the content, they do the rest and give you a percentage of the fees they charge users. RSI Copyright puts the licensing right on your Web site
- On the horizon: RSS (Real Simple Syndication). It's a way for Website users to “subscribe” to an automatic feed of content from a variety of sources — maybe including yours



The screenshot shows a web page for RSI Copyright with the following content:

**Forbes.com** | **VALEO INTELLECTUAL PROPERTY** | Home | Log In

Article: Forbes Russia Editor Murdered in Moscow  
Copyright: 2004, Forbes.com  
Publication: Forbes.com

(1) Type of License (2) Terms and Options (3) Pay and Confirm (4) Receipt

**Step 1: Choose Type of License** [Need Help? Call Us Now!](#)

**Custom Reprint** [Sample | More Info](#) [Choose and Continue](#) →  
A high-resolution, magazine quality reprint

**Non-Custom Reprint** [Sample | More Info](#) [Choose and Continue](#) →  
A print reproduction of the online article (links, ads and banners are automatically removed)

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A plain-text or HTML e-mail that you can send to a specified number of recipients. Perfect for e-mailing the article to groups of people.

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A print page as-is license, including any advertising banners, navigation bars, and other extraneous elements. Great for making legal copies of an article that you need right away.

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A formatted HTML page hosted by RSI/Copyright that you can link to from your web site. The Instant Web E-print is guaranteed for the duration of the license. The link is available immediately.

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## And now, the scary part

IF YOU HAVEN'T YET received a letter from a contributor's lawyer, you will

- Writers and photographers have become very quick to call in the lawyers if they think you've violated their copyright
- Since the Tasini decision (Tasini v New York Times et al) by the U.S. Supreme Court, there have been a number of multi-million dollar suits against publishers
- You can't publish (or license or syndicate) what you don't own. **If you publish material created by people who are not your direct employees, you *must* have a written contract that clearly spells out what rights you are acquiring**

# What is a contract?

TIME WAS WHEN A HANDSHAKE was all you needed to protect yourself. Now you need more

- A contract has three essential elements: (1) contracting parties; (2) grant of rights; (3) fee for transfer of license
- There are several other elements that should be considered essential: (4) creator's warranty; (5) venue for disputes
- If you have any idea that some day you may re-use the material — and you should — language to cover syndication and Web use must be included



# Rights: What's legal and what's fair?

NOT EVERYTHING YOU CAN DO, YOU SHOULD DO — contributors should be partners, not peons

- Publishers have a bad reputation in the creative community
- Think through what rights and licenses you'd like to acquire in your contract. For any right or license over and above one-time publication rights, think about what's a fair arrangement with the creator of the words or pictures
- Make several of your more experienced and more rational contributors part of the process, tell them what you want to do and ask what they think is fair
- Reach out to trade organizations like ASMP



# Paperwork needs a process

NOBODY WANTS MORE PAPERWORK to do, but it's legally necessary to protect your business. NEVER publish ANYTHING unless you have a valid, signed transfer of rights from the creator of the material

- Don't listen to the complaints — and there will be many — that it's too hard, or the contributors won't agree or that it can't be done. It can
- The surest checkpoint is to make it a policy that no payment can be issued for material without a valid, signed contract in hand. Period

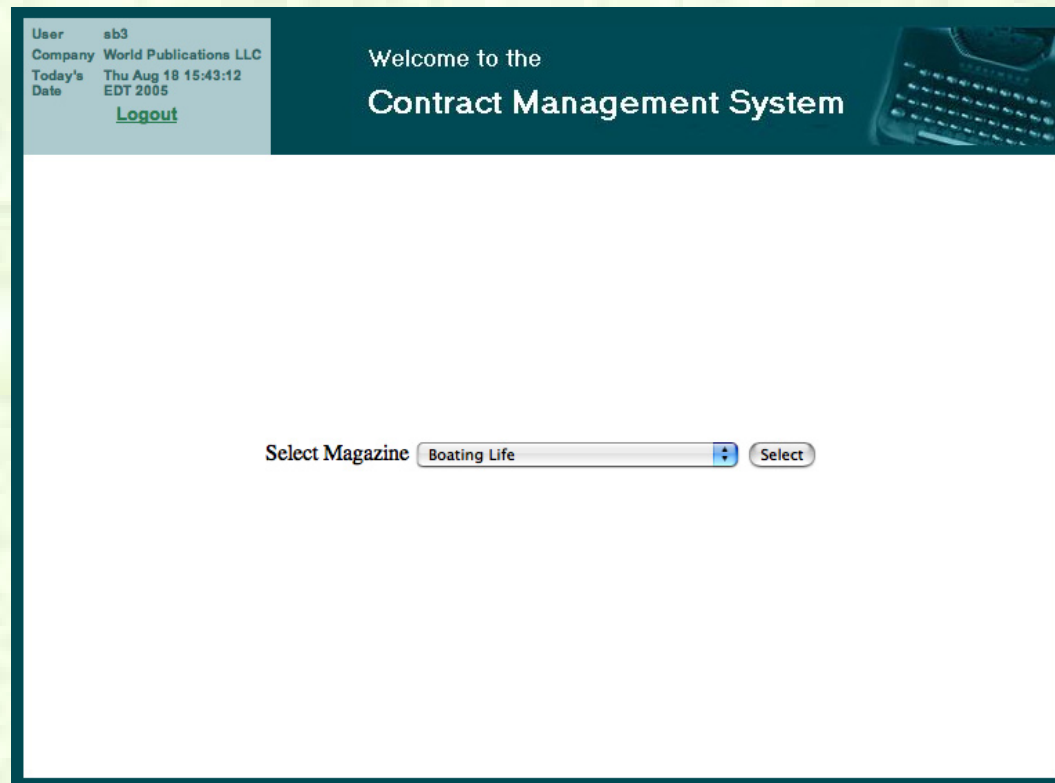
# Making it simple

BOTH THE POLICY AND THE PROCESS should be clear to everyone. At the same time you make contracts mandatory, there are ways to make it easier to create them and comply

- Standardize your contracts. No one has the time to negotiate, line by line, for each piece of content
- Have the final version of your contract reviewed by a lawyer familiar with copyright law
- Set up systems — locked Word templates or a desktop application — to generate and archive your contracts
- At World we have created a Web-based application that fills out the contract for you, then archives it

# Web application

TO ANSWER COMPLAINTS that filling out contracts “took too much time,” we’ve cut the time required to execute a contract to less than five minutes



The screenshot shows a web application interface with a dark blue header and a white main content area. The header contains user information on the left and a welcome message on the right. The main content area features a dropdown menu for selecting a magazine.

User	sb3
Company	World Publications LLC
Today's Date	Thu Aug 18 15:43:12 EDT 2005
	<a href="#">Logout</a>

Welcome to the  
**Contract Management System**

Select Magazine

# Web application

## SELECT MAGAZINE • VIEW CONTRACTS

Welcome to the  
**Contract Management System**

Select Magazine ✓

- Boating Life
- Caribbean Travel & Life
- Caribbean Travel Planner
- Cruising World
- Destination Weddings & Honeymoons
- Discover
- Florida Travel & Life
- Fly Fishing in Salt Waters
- Garden Design
- Garden Design (Special Issue)
- Islands
- Kiteboarding
- Marlin
- Power Cruising
- Resorts & Great Hotels
- Resorts & Great Hotels Golf & Spa
- Sailing World
- Saveur
- Saveur (Special Issue)
- Saveur's Wine Country
- Spa
- Sport Diver
- Sport Fishing

Select

User sb3  
Magazine **Florida Travel & Life**  
[Change Magazine](#)  
[Logout](#)

Welcome to the  
**Contract Management System**

**Contracts**

[Add](#) [Delete](#) [Print](#) Page 1 of 5 [Search](#) [Next](#)

	Contributor	Contract ↓	Printed	Status
<input type="checkbox"/>	Blue Hole Productions	FT-05-MC-WFR-2117 (Multiple Sections)	Yes	New
<input type="checkbox"/>	Jim Fairman	FT-05-O/N-AOT-2109 (2005 O/N - Luis Morais jewelry)	Yes	New
<input type="checkbox"/>	John Revisky Photography	FT-05-O/N-AFR-2098 (2005 O/N - Sarasota feature)	Yes	New
<input type="checkbox"/>	John Revisky Photography	FT-05-O/N-AFR-2097 (2005 O/N - Residence Hotels)	Yes	New
<input type="checkbox"/>	Steven Brooke	FT-05-MC-AFR-2062 (Photo Shoot)	Yes	New
<input type="checkbox"/>	Pam McLean	FT-05-MC-AFR-2061 (Photo Shoot)	Yes	New
<input type="checkbox"/>	Roger Foley	FT-05-MC-AOT-2060 (Stock Photography)	Yes	New
<input type="checkbox"/>	Diane Bradford Photography	FT-05-O/N-AFR-2034 (2005 O/N - Richard Mermer)	Yes	New
<input type="checkbox"/>	Michael Kraus Photography Inc.	FT-05-Sum-AFR-1917 (2005 Sum - Martini shoot)	Yes	Approved
<input type="checkbox"/>	Lee Snyder	FT-05-MC-AOT-1916 (Stock Photography)	Yes	Approved

[Add](#) [Delete](#) [Print](#) Page 1 of 5 [Search](#) [Next](#)

# Web application

## CONTRIBUTION TYPE • RIGHTS GRANTED

Welcome to the  
**Contract Management System**

**Contract Wizard**

Select Contribution Type

Manuscript

Photo/Illustration

Both

Welcome to the  
**Contract Management System**

**Contract Wizard**

Type of Contribution:  
**Manuscript**

Select Rights

All

First

One Time

# Web application

## CONTRACT TYPE • SELECT CONTRIBUTOR

Welcome to the  
**Contract Management System**

**Contract Wizard**

Type of Contribution:  
**Manuscript**

Rights:  
**First**

Select Assignments

Single

Multiple

Welcome to the  
**Contract Management System**

**Contract Wizard**

Type of Contribution:  
**Manuscript**

Rights:  
**First**

Assignment:  
**Multiple**

Select Contributor

A. Wayne Carter

[Add New](#)

# Web application

## ADD CONTRIBUTOR • REVIEW CONTRACT

Welcome to the  
Contract Management System

### Edit Contributor - A. Wayne Carter

<b>Name</b>	A. Wayne Carter
<b>Address1</b>	2348 Wales Court
<b>Address2</b>	
<b>City</b>	Ocoee
<b>State</b>	FL
<b>Zipcode</b>	34761
<b>Country</b>	USA
<b>Phone</b>	(407) 999-8150
<b>Cell</b>	(407) 656-4786
<b>Fax</b>	(407) 236-7848
<b>Email</b>	AWC54@aol.com
<b>SSN</b>	213-66-1639
<small>(Note: No dashes - Only numbers)</small>	
<b>Stock Agency Rule Applies?</b>	<input type="checkbox"/>
<b>Status</b>	Active
<b>Notes</b> <small>(4000 characters limit)</small>	This is his home email. Work email is: wcarte@ei-ahla.org

(Note: Required field are in bold)

Save Cancel

Welcome to the  
Contract Management System

### Edit Contract

<b>Contract Number</b>	FT-05-MC-WFR-2131	<input type="checkbox"/> Override				
<b>Contract Type</b>	<input checked="" type="radio"/> Manuscript <input type="radio"/> Photo/Illustration <input type="radio"/> Both					
<b>Rights</b>	<input type="radio"/> All <input checked="" type="radio"/> First <input type="radio"/> One Time					
<b>Assignments</b>	<input type="radio"/> Single <input checked="" type="radio"/> Multiple					
<b>Contributor</b>	A. Wayne Carter	<input type="button" value="Add New"/>				
<b>Fee Type</b>	<input checked="" type="radio"/> Flat Fee <input type="radio"/> Per Word					
<b>Dept/Column</b>	<table><thead><tr><th>Dept/Column</th><th>Fee</th></tr></thead><tbody><tr><td><input type="checkbox"/> Weekends</td><td>1.00</td></tr></tbody></table> <input type="button" value="Add"/> <input type="button" value="Delete"/>		Dept/Column	Fee	<input type="checkbox"/> Weekends	1.00
Dept/Column	Fee					
<input type="checkbox"/> Weekends	1.00					
<b>Maximum Expenses</b>	.00					
<b>Status</b>	New					
<b>Date Signed</b>						
<b>Exception</b>	No					
<b>Signed Contract File</b>	<input type="button" value="Choose File"/> no file selected					
<b>Notes</b>						
<b>Printed</b>	No					

(Note: Required field are in bold)  
Created 08/18/2005 by sb3

Save Cancel

CONTRACT#:  
AUTHOR:  
DEPT/COLUMN:  
FEE:

FT-05-MC-WFR-2131  
A. Wayne Carter  
As outlined below  
As outlined below

MAXIMUM EXPENSES: \$0.00

Thanks for your continuing contributions to *Florida Travel & Life*. Rather than execute multiple independent contracts for your on-going contributions ("the Work"), this Agreement will serve as the contract for all such contributions until cancelled. This Agreement may be cancelled by you or by *Florida Travel & Life* ("the Magazine") at any time provided the cancelling party provides written notice to the other party at its address of record 30 days prior to the acceptance, by you ("the Author"), of any final assignment made under this Agreement.

By signing this Agreement, you agree that the Work submitted by you to the Magazine is assigned for publication at the rate(s) below:

Weekends \$1.00 (Flat Fee)

You agree to provide your manuscript, of the agreed-upon length, in a form acceptable to us on or before the due date.

If you make a submission to the Magazine that is specifically not to be included under this Agreement, you must note that on the original submission and separately request that the Magazine send you an agreement covering that submission only, otherwise your submission will be deemed to be covered hereunder.

In consideration of the Fee paid, the Author grants the Magazine the following rights in the Work:

Publication Rights:

1. **First worldwide publication rights** in the English language, exclusive in North America only for 6 months from the on-sale date of the issue of the Magazine in which the Work first appears.
2. The right to publish the Work and to license others to do so in World Publications LLC-related products including international and/or translated editions, but excluding domestic World Publications LLC magazines, in any present or future medium. This right is exclusive to World Publications LLC for 6 months from the date of first publication, then non-exclusive thereafter. Authors and artists whose Work is so used will share 25% of the net proceeds of monies received by World Publications LLC for their Works in proportion to their individual contribution.
3. The right to use the Work on the Magazine's World Wide Web site. Should your Work be so used, you will receive an additional payment of 15% of the original fee, not to exceed \$100.
4. The right to republish the Work in an anthology of works from the brand for which the Work was created, and the right to republish the Work in a domestic World Publications, LLC magazine. Authors whose Work is so used will receive an additional 25% of the original fee.
5. The right to syndicate or to authorize non-exclusive worldwide syndication of the Work or any portion of the Work in its original context for republication in periodicals, anthologies, databases or any other media in print, electronic or other form. Authors and artists whose Work is so used will share 25% of the net proceeds of monies received by

World Publications LLC for individually identified articles so used, except that fees will be calculated monthly and no fee will be paid if the amount due is less than \$10 in any given monthly period.

6. The right to reprint or to authorize individual, non-exclusive, worldwide, any language reprints of the Work in its original form in any medium. Author and Artist(s) will share 25% of any net proceeds, as determined by the Magazine.

Publicity:

You agree that the Magazine has the non-exclusive right to use the Author's name, biography, and likeness and to republish a reasonable portion of the Work in its original context in all media, including electronic publication worldwide, for purposes of promoting and encouraging reporting on the Magazine (or any World Publications, LLC-related product or service).

The Author warrants that:

-he or she is the sole Author of the Work and the sole owner of the rights herein granted,

-the Work has not been previously published and will not otherwise be submitted for publication during the period in which the Magazine's rights are exclusive, except under circumstances communicated in writing at the time of signing this Agreement,

-Author has no knowledge or reason to believe that the Work is libelous or defamatory or that it will infringe or violate any copyright, contract, right of privacy or other right of any person or entity,

-the Magazine shall have the right to check the Work for accuracy. If requested, Author will forward to the Magazine copies of any quoted written material, records, notes or tapes of interviews, a list of phone numbers or e-mail addresses of people used as sources.

Author agrees that the Magazine has the right to edit, abridge, or augment the Work and that publication of the Work will be solely at the discretion of the Magazine. Author further agrees to cooperate fully with the editorial staff and to re-write the Work, as necessary, per the instructions of his or her editor.

If Author arranges for the resale of the Work for publication after the expiration of the Magazine's period of exclusivity, Author retains all proceeds from such sale.

The Magazine will pay Author, upon acceptance of the Work, the Fee and all approved and documented expenses up to the limit specified above. If the Work is rejected, Author will receive 25% of the Fee (plus specified expenses).

This Agreement is null and void if the Work reaches the Magazine after the stated deadlines, unless a prior extension has been given by the Magazine.

This Agreement contains the entire understanding of the parties and shall be construed under the laws of the State of Florida. Any amendment must be in writing and signed by both of us. Any disputes between the parties shall be resolved exclusively in the local or federal courts located within the State of Florida, and each of the parties consents to the jurisdiction of such courts.

# Web application

## PAYMENT REQUEST

Welcome to the  
Contract Management System

### Add Payment Request

<b>Contributor</b>	<input checked="" type="checkbox"/> A. Wayne Carter
<b>Contract</b>	AP/Wide World Photos

(Note: Required field are in bold)

Save Cancel

- Aaron Grace
- Aaron Katen
- Aaron Sales
- Adam Dodd
- Adam Skolnick
- Agence DPPI
- Al Argueta
- Al Hornsby
- Al Quattrocchi
- Al Ristori
- Alan Murray
- Alan Smith
- Alessandro Giangio
- Alex Hamlin
- Alexander Jowett
- Alexia Brue
- Alexis Rosenfeld
- Alfredo Escobar Verdugo
- Alia Akkam
- Alice Joyce
- Alison Langley
- Alison Wright
- Alistair McGlashan
- Alvah Simon
- Amana America Inc.

Welcome to the  
Contract Management System

### Add Payment Request


<b>Contributor</b>	Brian Minnich Photography
<b>Contract</b>	FT-05-MC-AOT-1076 (Photo Shoot)
<b>Issue</b>	2006 A/S
<b>GL Code</b>	02-370-20-20906-4110
<b>Kill Fee?</b>	<input type="checkbox"/>
<b>Subject</b>	
<b>Days</b>	0.0
<b>Fee</b>	\$ .00 (Daily Rate: <b>\$600.00</b> )
<b>Other</b>	\$ .00
<b>Expenses</b>	\$ .00
<b>Notes</b>	

(Note: Required field are in bold)

Save Cancel

# Web application

## PAYMENT REQUEST FORM • ISSUE BREAKDOWN

 PAYMENT REQUEST #1977			
1	Magazine	Florida Travel & Life	Notes/Description:
2	GL Code	02-370-20-20906-4110	
<b>CONTRIBUTOR INFO:</b>			
3	Contributor Name	Brian Minnich Photography	
4	Street Address	1407 Alden Road	
5	City	Orlando	
6	State	FL	
7	Zip	32803	
8	Country	USA	
9	Federal ID#	59-3755672	
10	Phone	(407) 341-4323	
11	Fax	(407) 898-9838	
12	Email	minnichphoto@cfl.rr.com	
<b>ASSIGNMENT INFO:</b>			
13	Subject	Photo Shoot 2	
14	Days	1.0	
15	Due Date	N/A	
16	Project Issue	2006 A/S	
17	Contract#	FT-05-MC-AOT-1076	
<b>PAYMENT:</b>			
18	FEE	\$600.00	
19	OTHER	\$0.00	
20	EXPENSES	\$0.00	
21	<b>TOTAL</b>	<b>\$600.00</b>	
Authorizing Signature _____ Print Name _____ Date _____			

**FLORIDA**  
travel & life

ISSUE BREAKDOWN  
(ISSUE 2)

Contributor	Subject	Amount
A. Wayne Carter	Columbia Restaurant	\$1,785.00
Celcom, Inc.	Stock Photography	\$2,050.00
Celcom, Inc.	Depts and Features ("Stealing Beauty" feature)	\$2,000.00
Darrell Jones	Miami Feature Additional Photo Shoot	\$2,326.87
Greg Johnston	Photo Shoot (4-1-1 and Regions)	\$1,000.00
International Sports Images, LLC	Stock Photography	\$150.00
Kathryn Brownell	4-1-1 (Luminaire)	\$350.00
Kathryn Brownell	Features (Nuevo Gotham)	\$3,000.00
Melody Finlaw Photography	St. Andrews Beach photo	\$300.00
Michael Melford Photography	Seaside Porch Cover image	\$2,500.00
Pam McLean	Columbia Restaurant shoot	\$1,660.00
Paul Martin Brown	Orchid Thief photos	\$750.00

## Next steps ...

Questions? Comments?  
[blount\\_steve@yahoo.com](mailto:blount_steve@yahoo.com)

IF YOU GET THIS FAR you're well insulated from class action and individual lawsuits AND you have the basis to become a player in licensing and syndication. At this stage you can consider:

- Creating a DAM (Digital Asset Management) system that warehouses all of your content digitally and attaches the rights status, contract and payment records to each piece of content
- Tying your contract management system to your accounting system to avoid rekeying payment information
- Sleep easier at night

