

SOME MORE STORIES NOT IN THE PRINT EDITION

Library not fine

THE British Library announced plans recently to put scans of newspapers online. The papers certainly do need to be scanned, since many are crumbling into dust. But what of the effects on writers and photographers of putting their work online for all to copy? What, for that matter, of the effects on the high principles of librarianship of a public library function being contracted to a private company – in this case Brightsolid, the oddly-named subsidiary of publisher D C Thomson and owner of blast-from-the-re-

cent-past Friends Reunited and of genesreunited.co.uk?

The BL announced that: “Along with out-of-copyright material from the newspaper archive – defined in this context as pre-1900 newspaper material – the partnership will also seek to digitise a range of in-copyright material, with the agreement of the relevant rightsholders. This copyright material will, with the express permission of the publishers, be made available via the online resource – providing fuller coverage for users and a

much-needed revenue stream for the rightsholders.”

We could point out that this interpretation of when a work falls out of copyright is daft.

But, more importantly, what's this about the publishers being the rightsholders? What about the freelancers – quite apart from the rights that other journalists may have under pre-1956 copyright law?

The NUJ is organising a series of meetings with interested parties to look for answers and solutions. More soon.

Stockholm syndrome

Freelancers arguing with publishers and broadcasters that demand rights to use our work forever for one fee may be encouraged by the example of the Swedish public broadcaster, which told others that if they wanted to repeat its footage of a royal wedding there, they'd have to pay repeat fees after 48 hours. This, however, led agencies AFP, AP and Reuters to boycott the wedding.

Restrictive practices

A BROADCAST journalist in regional commercial radio news reports being asked by one radio station not to work for another in the same broadcast area. The “competitor” radio station he also works for has no such rule. How is he supposed to earn a living if he is not working regularly for any particular station yet cannot maximise his income by working at all the stations available?

Another freelance has been in a similar situation as an interviewee, in which capacity he was asked not to give interviews to other stations (or even not to do pieces with other shows on the same station). They pointed out that it's their living, and if they want to own said freelance, they would need to pay them compensation for lost earnings elsewhere.

This has turned up in book contracts for ages. Many authors would find it reasonable for a publisher commissioning them to write a biography of, for example, young Mr Clegg to ask them not to write any competing biography of Mr C without checking first. However, this type of clause is now turning up in contracts to write books for primary school kids on “all the world's Jurassic dinosaurs,” “what happens in a hurricane?” and “everyday life in Victorian England” – which is ludi-

crous. Usually, the response is “Oh, we'd never actually enforce it”, which is silly – because if managements don't want to enforce it, why stick it in the contract? Some book publishers have readily agreed to strike it out.

We've also heard of a staffer who on joining a media forward planning agency was presented with a contract clause forbidding employees to work for the (unnamed) competition for three months after leaving, on a confidentiality basis. The staffer crossed out the clause, quoting a Human Rights Act clause on “the right to work” and they took him on and made no further comment.

Said employee had no idea at the time whether there really was a relevant Human Rights Act clause about the right to work, and was following the time-honoured practice of bluffing and quoting possibly non-existent laws in the fairly confident knowledge that the employer/client is none the wiser. It seemed to work in this case, as in many others.

[A sub-editor writes: There is in fact no such clause in either the Human Rights Act 1998 nor in the European Convention on Human Rights which that Act implements in UK law, but, as noted, this phrase is easier to utter than “I might well

find that I have a case to bring against you under competition law.”]

Another freelance in radio recalls that in the late 70s and early 80s they had one name for working for the BBC in the south and another for working for the neighbouring commercial radio station. “It was current practice at that time; there was a cohort of about a dozen or so freelancers who regularly filed packages for both stations and we all had dual personalities.”

There are also contracts listing the competitors you're not allowed to work for, which demonstrate a startling lack of knowledge about the outlets that the publisher believe to be their competition. One quite well-known consumer magazine in a very niche market has built up a reputation over the years and a strong following, to the point where it doesn't really have any competition as such. Nonetheless, its contracts still demand that its contributors refrain from working for a list of assumed competitors that were only competitors in the management's paranoid imagination – titles that have long since disappeared, were never even available in the UK or didn't pay contributors.

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and others anonymously