

These terms together with your completed *Confirmation of Appointment* e-form (**e-Form**) and BMJ's commissioning email (**Commissioning Email**) shall comprise the entire contract (together, **Agreement**) between you, the contributor specified in the e-Form (**you(r)**) and BMJ Publishing Group Limited, company number 03102371, registered office at BMA House, Tavistock Square, London, WC1H 9JR United Kingdom (**BMJ / us / we**) with regard to the Services described herein. Please read these Terms carefully before you provide any content to us. **We may make changes to these terms from time to time.** It is your responsibility to check these terms periodically for any changes. A reference to a **party** shall be to either BMJ or to you and a reference to **parties** shall refer to both of us. In the event of any conflict, your Commissioning Email shall take precedence, followed by these terms.

IF YOU ARE ACTING IN THE COURSE OF EMPLOYMENT FOR A THIRD PARTY EMPLOYER (FOR EXAMPLE A UNIVERSITY OR HOSPITAL), YOU WARRANT THAT YOU HAVE OBTAINED ALL NECESSARY WRITTEN RELEASES REQUIRED FROM YOUR EMPLOYER TO ASSIGN THE RIGHTS IN ACCORDANCE WITH CLAUSE 9.

1. **Services** You shall provide BMJ with the services indicated in your Commissioning Email (and as further described below), in accordance with BMJ's instructions. All copy must be clearly typed in a legible script and submitted to us by email.

One-Off Contribution: You shall create and deliver copy to BMJ on the topic indicated in your Commissioning Email focusing on relevant current clinical best practice, evidence and recommendations (your **Contribution**).

One-Off Update: You shall review the clinical significance and accuracy of the existing content indicated in your Commissioning Email and deliver to BMJ an updated version of that content incorporating any changes in clinical best practice, evidence, interventions, recommendations and/or other developments relevant to the topic (**Update**). Your Update should also consider whether certain areas should be removed altogether, or could be dealt with at a future point in time.

Contributor Retainer: You shall make yourself available to provide one or more Contribution(s) and/or Update(s) as BMJ may request from time to time.

Your Contribution/Update (as appropriate) is deemed to include all material produced (including material submitted in the past) or provided by you (including ad hoc verbal advice) and delivered to BMJ for inclusion in BMJ's products. Your Contribution/Update must: (a) be appropriately pitched and relevant to the target audience of BMJ's product; (b) be evidence-based and up-to-date with the latest guidelines and research; and (c) include key practical take-home messages aimed at helping the target audience to incorporate the same into their everyday clinical practice. You must also consider whether: (a) the topic's focus should be changed to reflect the latest research. In providing the Services you agree to: (a) attend telephone calls with BMJ as required on reasonable notice; (b) respond to emails within an appropriate time frame; (c) work with our section editor to a brief and be available to work on subsequent drafts until the content is finalised; and (d) provide expert advice in response to editorial queries from our team.

2. **Your rights:** BMJ shall accredit you as the author of the Contribution/Update, however we retain the right to withdraw your name and any other accreditation to you from our content without any liability to you where we consider (in our absolute discretion) that the continued accreditation is, or could be, prejudicial to BMJ's or its licensors' goodwill.
3. **Our rights:** BMJ has the right to make unrestricted use of your Contribution/Update including (without limitation) to: (a) publish, or cease publication, in whole or in part in any medium and on any of BMJ's products and/or platforms (including those of a third party); (b) amend, reuse, delete, adapt, copy, manipulate, update or translate any part of the Contribution; or (c) assign, sub-licence or deal in any manner with any Intellectual Property Rights created or arising in connection with your Contribution. In the event we exercise our rights in this clause, you hereby waive any claim you may have against BMJ or any third party.
4. **Fee and payment:** BMJ shall pay you the fee indicated in your Commissioning Email being either: (a) a one-off payment (where your Services comprise a One-Off Contribution or One-Off Update), due once we have confirmed in writing (including email) that your Contribution/Update is accepted for publication (**Acceptance**); or (b) an annually recurring payment (where your Services comprise a Contributor Retainer), due on each anniversary of the Commencement Date. The fee(s) are exclusive of VAT or other sales tax which, if applicable, shall be added at the prevailing rate at the time. To receive payment you must complete and return BMJ's payment request form (**PRF**), which shall function as your invoice to us. We will pay the fee to you within 60 days of receiving your completed PRF. Failure to complete and return your PRF won't affect the validity of BMJ's rights under this Agreement. You are responsible for any expenses you incur in providing the Services.
5. **Term and termination** This Agreement shall start once BMJ receives your completed e-Form (**Commencement Date**) and, unless terminated earlier in accordance with this clause, will continue on a rolling 12-month basis until: (a) either of us terminates it by giving 2 weeks' prior written notice; or (b) the expiry of a continuous period of 4 years during which time we have not requested (or you have not provided) a Contribution. Notwithstanding the above, we may terminate this Agreement with immediate effect at any time without cause. In these circumstances we shall not be liable to pay any fee(s) to you provided that, if you are on a Contributor Retainer, the fee for that relevant period shall be prorated and you shall be entitled to receive a fair proportion of that fee, commensurate to the period up to and including the date of termination. Upon expiry or termination of this Agreement for any reason, any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
6. **Co-contributors** If you wish to engage someone to assist with any Contribution/Update (**Co-Contributor**) you must obtain our prior written approval and promptly provide any information we may request. You warrant that you shall procure that each authorised Co-Contributor complies with this Agreement as if they were you. You shall be liable for any act or omission by a Co-Contributor which, had such act or omission been by you, would be a breach of this Agreement. Unless expressly agreed in writing with you, BMJ shall not be obliged to pay any fee (or any portion of any fee) to a Co-Contributor. Any remuneration to a Co-Contributor shall be a matter for you to determine privately with your Co-Contributor.

7. **Your reporting obligations:** You must complete BMJ's Declaration of Competing Interests Form promptly when requested. You must notify us immediately if, during the provision of your Services: (a) any new (undeclared) competing interest arises; (b) the nature of any existing competing interest changes; (c) there is a change in your professional situation including, without limitation, where: you have retired; you have moved to a different clinical role; you are suspended; the status of any professional registration, licence or qualification held by you is changed.
8. **Freedoms and status** You are free to accept employment with, or provide services for, any other person, company or corporation, and to conduct business on your own account. You are an independent contractor and nothing in this Agreement shall render you an employee, worker, agent or partner of BMJ and you shall not hold yourself out as such. You shall be fully responsible for and indemnify BMJ against any liability or claim based on worker status arising out of or in connection with this Agreement.
9. **Intellectual Property Rights** shall mean all intellectual property rights arising in connection with the Contribution(s)/Update(s) including all copyright and related rights, trademarks, rights in goodwill or to sue for passing off, rights in confidential information and any other intellectual property rights, in each case whether registered or unregistered and all similar or equivalent rights or forms of protection in any part of the world. You assign to BMJ absolutely with full title guarantee (by way of past, present and future assignment) all rights, title and interest in and to your Contribution(s)/Update(s) including: (a) all Intellectual Property Rights, whether vested, contingent or future throughout the world, in all forms and media in the English language and in any translations, without limitation; and (b) all rights of action and all other rights of whatever nature, whether now known or in the future created to which you are now or may at any time be entitled by virtue of or pursuant to any of the laws in force in any part of the world. If the above assignment is invalid, you grant BMJ a perpetual exclusive, royalty-free, worldwide licence to use the Intellectual Property Rights in your Contribution(s)/Update(s) for any purpose. You will provide your full assistance (at any time, including after the Agreement has come to an end) to procure the assignment (or if applicable, the licence) from yourself of rights referred to in this clause. You unconditionally and irrevocably waive in favour of BMJ, all moral rights to which you may now or at any future time, be entitled.
10. **Indemnity** You shall indemnify BMJ and our licensors against any claims, costs, expenses, proceeding, awards and demands made against BMJ or its licensors by you or any other third party (including any Co-Contributor) arising in connection with, or as a result of, your Contribution(s)/Update(s) or your rights pursuant to this Agreement.
11. **Warranty** You warrant to us that: (a) you are authorised to enter into this Agreement; (b) your Contribution(s)/Update(s) will not infringe the Intellectual Property Rights, moral rights or any other right of any third party; (c) you have not entered into any agreement or arrangement which might conflict with BMJ's rights under this Agreement or which might interfere with the performance by you of your obligations under this Agreement; (d) your Contribution(s)/Update(s) does not contain material which is obscene blasphemous, libellous, or is otherwise objectionable; (e) all information supplied to us by you shall be true and correct; (f) no advice or instruction in the Contribution(s)/Update(s) will, if followed or implemented by any person, cause loss, damage or injury to them or any other person; and (g) you will not make any use of your Contribution(s)/Update(s) (other than as permitted under 'fair dealing' provisions of the Copyright Design and Patents Act 1988), without the prior written consent of BMJ.
12. **Confidentiality:** All information we supply to you (whether in writing or as discussed) shall be treated as confidential unless: (a) we state otherwise; (b) it is in the public domain; or (c) where it has been obtained by you without any breach of any confidentiality obligations. You warrant that BMJ's confidential information shall not be disclosed to anyone else during this Agreement and for five years after it ends, other than if you are required to by law, it is in the public domain (or becomes in the public domain other than through a breach of this clause) or BMJ agrees to this in writing.
13. **Data protection:** We will only use your personal information as set out in our [Privacy Notice](#). To the extent that either you or we receive any other personal data, each of BMJ and you shall comply fully with all applicable laws relating to data protection with regard to the collection, processing and use of any personal information.
14. **Our liability:** To the fullest extent permitted by law and other than expressly provided for herein, BMJ shall not be liable to you for any indirect, incidental or consequential losses or expenses arising out of this Agreement. Nothing in this Agreement seeks to exclude liability for death or personal injury caused by BMJ's negligence or fraudulent misstatement. If BMJ has any liability under this Agreement, BMJ's aggregate liability, whether arising from contract, negligence or otherwise, shall in no event exceed the Fee paid to you during the year in which the liability was incurred.
15. **General:** You may not assign, sub-contract or transfer any of your rights or obligations under this Agreement without our prior written consent. No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any further exercise of them. Any waiver, to be effective, must be in writing and signed by each party. Variations to this Agreement are only valid if recorded in writing and signed by both parties. If any provision of this Agreement is held to be invalid, the remainder of the provisions shall continue in full force and effect. No third party shall be entitled to enforce the terms of this Agreement and both parties exclude any such rights for any third party enforcement. Any notice under this Agreement must be in writing and may be delivered or sent by first class post or email to, BMJ's registered office (in the case of BMJ), or your contact details (in the case of you), or as otherwise notified by the Parties from time to time. Any such notice shall be deemed to have been received upon successful transmission of email (subject to proof) or 7 (seven) days from the date of posting. To the fullest extent permitted by law, this Agreement constitutes the entire agreement between BMJ and you with respect to the Services and supersedes any prior terms you may have seen or agreed (whether written or verbal). This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.