

## Your logo/details

## Acceptance of Commission

## Copyright License Agreement

Title/subject:

**Between:**

1:

2:

Delivery dates: Roughs: ..... Artwork: As .....

Fee: ..... Expenses.....

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### TERMS OF COPYRIGHT LICENCE TO BE GRANTED

Customer:

Use:

Area covered by licence:

Duration:

Exclusive [ ] Non-exclusive [ ]

Credits: A credit for non-editorial work is required if this box is ticked [ ]  
(See Clause 23 overleaf)

Special terms (if any):

*The Standard Terms and Conditions for this commission and for the later licencing of any rights are attached to this page. Please review them together with the above and let me know immediately if you have any objection or queries. Otherwise you will be deemed to have accepted them.*

Signature of Illustrator:

Date

THIS COMMISSION IS SUBJECT TO ALL TERMS AND CONDITIONS ATTACHED

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AAI&S

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# Terms and Conditions

## 1. Ownership of Copyright/Copyright Licence

- 1.1 The copyright in all works created by the Artist shall remain with the Artist and any reproduction of Work shall require the Artist's specific agreement as set out below.
- 1.2 The Client or the Client's customers (where the Client is acting as an intermediary) is granted a licence to reproduce the artwork solely for the purposes set out on the face of this acceptance of commission.
- 1.3 For the currency of this licence the Artist shall notify the Client of any proposed exploitation of the artwork for purposes other than self-promotion and the Client shall have the right to make reasonable objections if such exploitation if it is likely to be detrimental to the business of the Client or the Client's customers.
- 1.4 Where use of the Artwork is restricted, the Artist will normally grant the Client or the Client's customers a licence for other purposes subject to payment of a further fee in line with current licencing rates to be mutually agreed between the Artist and the Client.
- 1.5 The licence hereby granted to use the artwork is contingent upon all sums due under this agreement having been paid.
- 1.6 The licence hereby granted is personal to the Client or the Client's customers and the rights may not be assigned or sub-licensed to third parties without the Artist's consent.

## 2. Moral Rights

- 2.1 The Artist asserts his/her right (under Section 77 Copyright Designs and Patents Act 1988) to be identified as the creator of the work whenever any photograph or other image of the work is published by the Client with the permission of the Artist.
- 2.2 Unless otherwise agreed the Artist shall be entitled to receive not less than one proof or printed copies of the work.

## 3. Cancellation

- 3.1 If a commission is cancelled by the Client, the Client shall pay a cancellation fee as follows:
  - i 25% of the agreed fee if the commission is cancelled before delivery of roughs;
  - ii 33% of the agreed fee if the commission is cancelled at the rough stage;
  - iii 100% of the agreed fee if the commission is cancelled on the delivery of artwork;
  - iv. Pro-rata if the commission is cancelled at an intermediate stage.
- 3.2 In the event of cancellation, ownership of all rights granted under this Agreement shall revert to the Artist unless the artwork is based on the Client's visual or otherwise agreed.

#### **4. Delivery**

- 4.1 The Artist shall use his/her best endeavours to deliver the artwork to the Client by the agreed date and shall notify the Client of any anticipated delay at the first opportunity in which case the Client may (unless the delay is the fault of the Client) make time of the essence and cancel the commission without payment in the event of the Artist failing to meet the agreed date.
- 4.2 The Artist shall not be liable for any consequential loss or damages arising from late delivery of artwork.
- 4.3 The Client shall make an immediate objection upon delivery if the artwork is not in accordance with the brief. If such objection is not received by the Artist within 21 days of delivery of artwork it shall be conclusively presumed that the artwork is acceptable.

#### **5. Approval/Rejection**

- 5.1 Should the artwork fail to satisfy, the Client may reject the artwork upon payment of a rejection fee as follows:
- i 25% of the agreed fee if the artwork is rejected at the rough stage;
  - ii 50% of the agreed fee if the artwork is rejected on delivery.
- 5.2 In the event of rejection, ownership of all rights granted under this Agreement shall revert to the Artist unless the artwork is based on the Client's visual or otherwise agreed.

#### **6. Changes**

- 6.1 If the Client changes the brief and requires subsequent changes, additions or variations, the artist may require additional consideration for such works. The Artist may refuse to carry out changes, additions or variations, which substantially change the nature of the commission.

#### **7. Warranties**

- 7.1 Except where artwork is based on reference material or visuals supplied by the Client or where otherwise agreed, the Artist warrants that the artwork is original and does not infringe any existing copyright and further warrants that he/she has not used the artwork elsewhere.
- 7.2 The Client warrants that any necessary permission have been obtained for the agreed use of reference material or visuals supplied by the Client or its customers and shall indemnify the Artist against any and all claims and expenses including reasonable legal fees arising from the artist's use of any materials provided by the Client or its customers.

#### **8. Ownership of Artwork**

- 8.1 The Artist shall retain ownership of all artwork (including roughs and other materials) delivered to the Client.
- 8.2 The Artist's original artwork shall not be intentionally destroyed, damaged, altered, retouched, modified or changed in any way whatsoever without the written consent of the Artist.

- 8.3 The Client shall return all artwork to the Artist not later than 6 months after delivery in undamaged, unaltered and un-retouched condition although the Client may make and retain transparencies to enable it to exploit the rights granted within the artwork.
- 8.4 If the artwork is lost or damaged at any time whilst in the Client's custody (which shall mean any time between delivery of artwork to the Client and its safe return to the Artist) the Client shall pay compensation to the Artist for the loss/damages of the artwork at a rate to be agreed or, in default of agreement, decided by the ethics Committee of the Association of Illustrators.
- 8.5 The Client shall not be liable for any consequential loss or damages arising from loss or damage to the artwork.

**9. Modifications**

All changes to this Agreement must be in writing and signed by both parties.

**10. Governing Law**

These terms and conditions are governed by the law of England and Wales. The parties hereto submit to the non-exclusive jurisdiction of the English Courts.

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