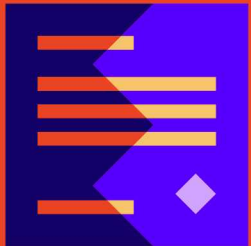


1

Contracts should not be forever

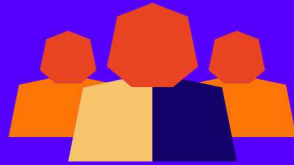
- ✓ Defined time limits and clear termination triggers. Especially important for online uses.
- ✗ Unlimited time periods or automatic renewals. 'Out of print' does not apply to images as these mostly exist independently from the publications in which they are included.



2

Artists should share in the success of their creation

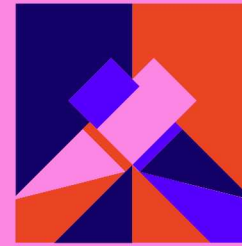
- ✓ Adequate fees for all the uses made of the works taking into account exposure and circulation.
- ✗ Buy-out or unlimited-use contracts or expectation of fee waivers.



3

Artists' copyright should be respected

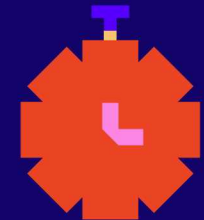
- ✓ Scope and time period detailing the intended use of the rights being granted. Copyright ownership of the artist to be respected and the artist credited close to images.
- ✗ Artist asked to assign all intellectual property (IP) rights, including copyright, for uses known and unknown; demanding a waiver of moral rights.



4

Party being granted the right must use it or lose it

- ✓ Artist gets back rights that have been assigned (rights reversion) when they aren't used after a defined period, or exclusivity reverts to non-exclusivity. This should be written into the contract.
- ✗ The 'lock-in effect': Third parties request for assignments for ease of administration rather than needing the rights, preventing artists from making further use of the works, even for different products and services.



VISUAL ARTISTS

Ten Principles for Fair Contracts
The voice of the author worldwide

 INTERNATIONAL
AUTHORS FORUM



5

Ensure artists' works can reach their broadest possible audience, maximising returns to artists

- ✓ Contractual assurance from users to commit, where applicable, to maximise returns for the use of the works and to regularly report on and pay agreed royalties.
- ✗ Limitation of potential distribution channels and non-existent, non-transparent or infrequent reporting or irregular payment.



8

Safeguard artists' future availability and ability to work

- ✓ Defined and limited competition, and exclusivity clauses: avoid such clauses altogether when possible.
- ✗ Excessive non-competition clauses, and exclusivity clauses binding artists to the user or producer.



6

Contractual commitment to protect and secure the works from unauthorised use

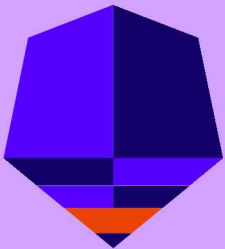
- ✓ Contractual reassurance of protection measures used to prevent unauthorised use. Maintaining and safeguarding metadata.
- ✗ Enabling access for free to unprotected images or encouraging dissemination of images without further permission and remuneration.



9

Clearly defined contract terms and responsibilities with an agreed definition of vague terms like 'reasonable' or 'non-commercial'

- ✓ Clear contracts and defined terms for all parties.
- ✗ Lack of clearly set out obligations and rights for each party and lack of clearly defined terms leading to vague allocation of responsibilities



7

Safeguard respect for authorship and the integrity of the works

- ✓ Moral rights respected including attribution of all creative contributors to the works. Artist to be consulted when the works may be amended, cropped, enhanced or their integrity otherwise potentially affected.
- ✗ Moral rights waivers, unlimited rights for users to produce derivative or otherwise changed copies. Statutory moral rights replaced with contractual rights.



10

A balance between risk and profit

- ✓ Clearly define and limit indemnity clauses including fair compensation for risks to the artist. Include artist in liability insurance.
- ✗ Artist liable for matters outside their control.