

Contract Templates for Illustration

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Similarly to other professions, illustrators often face situations where they have to conclude various agreements with clients. Kuvittajat – the Finnish Illustration Association aims to provide a solution to this problem by publishing a set of contract templates for illustration-related commissions.

1. General Information

The contract templates provided are the Finnish Illustration Association's recommendation for the terms and conditions used for illustration-related commissions. The contract templates can be used for commissions related to illustrations for textbooks and nonfiction, literary works, magazines, and advertisements, among other things.

Currently, the contract template package is comprised of the following documents:

- 1) The general delivery terms for illustration
- 2) An illustration commissioning agreement, and
- 3) A contract for continual illustration commissions.

The general delivery terms are intended to be directly applicable to each commission, whereas the commissioning agreement is specified case-by-case. In practice, the contract for continual commissions specifies that in so far as it has not been otherwise agreed upon, the general delivery terms for illustration apply to continual commissions.

The various sections of the contract templates complete each other and they should therefore be used in conjunction so that the general delivery terms are included as an appendix to the actual commissioning agreement or the contract for continual commissions. This is also important for ensuring the legally binding nature of the documents, as a mere reference to the general delivery terms may not always be sufficient for this purpose.

If changes must be made to the contract templates, their effect on the whole contract should be taken into consideration. If you wish to deviate from the general terms and conditions, the changes should be made into paragraph "8. Other Terms and Conditions", for example, without amending the actual text of the general delivery terms.

2. Regarding Copyright

The copyright to a created work is always the property of the natural person who created the work. Communities can only hold transferred rights. The copyright is typically divided into two parts: the financial and moral rights.

The financial rights include the right to reproduce the work by, for example, printing an image in a magazine, and the right to make the work publicly available by, for example, selling the magazine. The moral rights require that the creator of the work is acknowledged alongside the work in accordance with fair practice and that the work is not used in a manner that violates the creator's value.

All the rights that have not been explicitly transferred by agreement remain the property of the creator. The transferred rights can also be restricted to only cover certain types of use, such as using illustrations only in print media, while digital use remains outside of the allowed use.

3. General Delivery Terms for Illustration

The general delivery terms include the definitions for the use of the illustration, the handling and collection of the materials, the fee, and certain other considerations. The nature of these terms and conditions is such that they should be applicable to any situation, with the actual commissioning agreement specifying the purchase of the illustration in further detail.

The copyrights transferred by the contract templates have been specified in such a way that the *Usage Rights* mentioned in paragraph 2 specify the allowed reproduction methods and the circumstances with which the illustration can be made publicly available.

Paragraph 4 of the delivery terms specifically states that the client only receives Usage Rights to the illustration specified in this manner, while all the other copyrights remain the property of the creator. Primarily, it is assumed that

the client has the right to use the illustration in a printed or a similarly produced analog publication (for example, a printed magazine or book) and the right to distribute copies of the publication to the public.

If the illustration is to be used in a digital media, such as online publications for magazines, the circumstances of this must be agreed upon separately. The specific publication in which the illustration is going to be used is specified in further detail in the actual commissioning agreement. All other use of the works is prohibited.

Primarily, the client does not have the right to transfer the usage rights further. Neither can the materials be published in a different size, using different colors, or otherwise modified unless this has been explicitly agreed upon.

Regarding the moral rights, the illustrator has the right to be acknowledged as the creator of the work in accordance with the fair practices used in the industry. Neither can the work be reproduced with poor quality or cropped in a manner violating the artistic value of the work.

The original works are primarily the property of the creator. They must be handled carefully and they must be returned to the creator in perfect condition after their use in accordance with what has been agreed upon.

The contract templates also include regulations regarding the fee, certain violations, and complimentary copies.

4. Illustration Commissioning Agreement

The commissioning of an illustration and the specific terms thereof are agreed upon in the actual commissioning agreement. The general delivery terms are always provided as an appendix to said agreement.

The commissioning agreement specifies the client, the illustrator, a detailed description of the commission (content, delivery format, etc.), and certain other aspects.

Paragraph 5 of the commissioning agreement specifies in further detail the publication and publication methods covered by the agreement. This paragraph in conjunction with the general delivery terms specifies the limits of sanctioned use. The commissioning agreement identifies the publication in which the illustration is going to be used and the number of copies and the area of circulation of the publication. If the illustration is also going to be used in a digital media, for example, an online version of a magazine, this must be separately mentioned in the commissioning agreement, or such use is forbidden.

A mention (options) of reprints and other editions may already be included in the usage rights at this stage and the corresponding regulations included in the paragraph regarding the compensation. The commissioning agreement can also include, for example, time limits regarding the use of the material (for example, in advertisement use) or specify the regulations regarding the delivery of an idea alone.

The matter of compensation can naturally be agreed upon in a manner suitable to the parties. It should be mentioned here that the VAT regulations regarding the transfer of copyrights are vague in parts and may cause difficulties in interpretation with the tax authorities as well. The subject was touched upon in issue 3–4/04 of the association's magazine Kuvittaja. Further information regarding this can also be requested from the Finnish Tax Administration.

5. Contract for Continual Commissions

The aim of this "freelance agreement" for illustration is to include the general delivery terms in repeated commissions with magazine publishers, for example. For individual assignments, an oral or written purchase agreement can be concluded (via email, for example). While a written agreement would be preferably in these cases as well, the agreement can, in this sense, also consist of a free-form order for an illustration.

The "official" release event for the contract templates was held at the Kuvittaja club on September 8, 2005 (Pressiklubi). The contract forms presented above are available on the website of the Finnish Illustration Association www.kuvittajat.fi.