

Illustration Commissioning Agreement

1. Contracting Parties

1.1 The illustration purchaser "Client"

Name: _____

Address: _____

Contact person and email: _____

1.2 The illustration supplier "Creator"

Name: _____

Address: _____

Contact person and email: _____

1.3 Communications regarding the commissioning agreement will be considered to have been made in a binding manner when they have been delivered to the abovementioned addresses.

2. The Object and Purpose of the Agreement

2.1 The purpose of this Agreement is to agree on the use of an illustration as an illustration for a publication.

2.2 The general delivery terms for illustration drawn up by Kuvittajat ry – the Finnish Illustration Association are included as an appendix to this commissioning agreement and will automatically form part of this commissioning agreement, unless otherwise agreed upon within this agreement. If the terms of this agreement conflict with any part of the general delivery terms, the terms of this agreement will primarily be applied.

3. Commission

The Creator undertakes to provide the illustration for the publication with the following terms:

3.1 Description of the commission:

3.2 The contents of the commission and the number of products related to it:

3.3 Other stipulations:

3.4 Delivery format of the material:

- original
 in a digital format (File format: _____ Resolution: _____)
 using another format: _____

4. Schedule

4.1 The Creator delivers the first sketches on _____ (date)

4.2 The Creator delivers the finished material on _____ (date)

5. Usage Rights

5.1 The Creator transfers the publication Usage Rights in accordance with the General Delivery Terms for Illustration as follows:

The name of the publication _____

The number of copies included in the printing _____

The area of distribution if other than Finland _____

5.2 The Client has the right to use the illustration in reprints of the publication with conditions equivalent to those laid out in this agreement yes no

5.3 The Client has the right to use the illustration in new revised editions of the publication yes no

Special conditions applicable to such use not provided for under this agreement:

5.4 The Usage Rights specified under paragraphs 5.1–5.3 also apply to the use of the illustration in a digital format:

yes no

6. Fee

6.1 For the finished work, the Client will pay a fee in the amount of _____ +24% VAT₁ _____

6.2 For each new reprint (if agreed upon), the Client will pay a fee in the amount of

- 50% of the original fee _____ +24% VAT₁ _____ or
 _____ +24% VAT₁ _____

6.3 For each new edition (if agreed upon), the Client will pay a fee in the amount of

- 50% of the original fee _____ +24% VAT₁ _____ or
 _____ +24% VAT₁ _____

7. The Agreement and Amendments to the Agreement

7.1 This agreement replaces and takes precedence over all previous oral and written contracts or conditions regarding the subject of the agreement between the Contracting Parties.

7.2 The Contracting Parties may only amend this agreement in writing. All other amendments are void. The amendments will come into effect once both parties have approved them.

8. Other Terms and Conditions

9. Place, Date and Signatures

The Contracting Parties approve this agreement and the general delivery terms for illustration included as an appendix to this agreement.

Date and place: _____

Signatures:

10. Appendices

Appendix 1: The General Delivery Terms for Illustration 1

₁ See the Value Added Tax Act of Finland Chapter 45 for more information.