

**PHYLOMON PROJECT
ILLUSTRATION CONTRACT**
Between _____ (“Artist”),
and the _____ (“Client”)
 (“Agreement”)

JOB NUMBER: _____

Job Description

The Client is purchasing **x** high-resolution colour illustration reproductions (the “Illustrations”) designed by the Artist to be featured on a series of educational cards (<http://phylogame.org>). The cards are to be used online and made available for sale (by Client), either in a revenue neutral manner, or whereby any revenue procured goes directly towards _____ in a manner agreed to by both the Artist and Client.

The Artist grants the Client rights to use the Illustrations online and in physical reproductions at Client’s absolute discretion for any purpose reasonably connected with the above-noted job description, with the following exceptions and details noted:

Self promotion rights remain with the Artist

1. The Artist retains full rights to the Illustrations for self-promotional purposes, including but not limited to: online portfolio; physical portfolio; media articles profiling the Artist’s work in print on television, or online; and any other circumstance deemed to be promotional at the sole and exclusive determination of the Artist.

Mutual attribution is required by all parties to this Agreement

2. The Artist and Client will give full attribution to each other in any approved use of the Illustrations, unless non-attribution is agreed in advance, in writing.
3. Where possible, Client will provide the Artist with two copies of any use of the Illustration for the Artist’s portfolio, including but not limited to the Client own use of the Illustrations, as well as reproductions in third party media publications.

Client will not alter the images or the agreed use of the images

4. Client will not alter the Illustrations except for alterations to size or due to cropping, or use the illustrations for purposes other than those related to the Client’s work as a _____ (*i.e. non-profit educational institution, educational institute, etc*), without the written consent of the Artist.
5. Client may not sell Client rights as set out in this Agreement to any third party without the written consent of the Artist.
6. Client may not sell the Illustrations without the written consent of the Artist, except: (a) where the illustrations are presented in **non-derivative form as a Phylo card** and where entire proceeds of such sale supports the activities of Client as described in the job description; and/or (b) where the illustrations are presented by Client in **non-derivative form as a Phylo card**, and proceeds of such sales cover only the cost of printing and distribution in a revenue neutral manner.

Client will take reasonable steps to protect these rights

7. Client will take reasonable legal steps to protect the Artist’s and the Client’s rights in relation to the Illustrations in the event of an infringement of those rights.
8. If Client makes the Illustrations available online as freely accessible non-derivative Phylo cards, Client must take reasonable precautions to prevent unapproved use of

the Illustrations. For example, online versions of the Illustrations must be flattened copies of the artwork and presented in small pixel dimensions (.jpg, .png, .tiff, 360px x 225px).

The Artist retains ownership of physical drawings, sketches, comps

9. The Artist retains all rights in sketches, comps, or preliminary materials exclusively, and maintains ownership of all original drawings. The Client's rights described in the Agreement only relate to reproductions of the final Illustrations.
10. The Artist shall retain ownership and control of the licensed images, and all rights not specifically transferred herein for use in the Phylomon Project remain the property of the Artist.
11. Federal registration of the copyright of the images, as desired, is the responsibility of the Artist and Artist retains sole ownership of the copyright of the preliminary rough drawings and final art images.

Payment

12. The fee for the Illustrations is _____ (x images at _____ or US equivalent each – *we suggest a minimum of approximately \$150 to \$200 per image*).
13. Client will pay a deposit of _____ (*this is usually half of the total commission*) on the signing of this agreement, and _____ (*the other half*) on approval of the final images by the Client.
14. The fee includes two rounds of edits to each draft Illustration. Additional rounds of editing are available for an additional fee. This fee is equal to _____ (*usually about an extra 50% of the per image rate, to protect against over zealous clients who unreasonably push for major last minute changes*) per image per extra round of editing.
15. Payment is due within thirty (30) days of the Client's receipt of each invoice from the Artist. Late payments are subject to 10% p/a interest. The grant of any license or right of copyright is conditional on receipt of full payment.
16. Client may pay the full amount at any time without penalty.

Warranty of Originality

17. The Artist warrants and represents that, to the best of his/her knowledge, the Illustrations are original and have not been previously published.
18. Client expressly agree that it will hold the Artist harmless for all liability caused by Client's use of the Artist's product to the extent such use infringes or is alleged to infringe on the rights of others.

Delivery

19. The Artist will provide final images _____ months (*we usually suggest at least a minimum of 4 months*) after the date of the initial invoice. As referenced in item 14 the first draft will be due no later than _____ months (*we suggest a timeframe approximately half of the total amount of time allotted*) after the date of the initial invoice, and the second draft will be due no later than 2 weeks before the deadline.
20. The Artist will notify the Client of any anticipated delay from the agreed delivery

date at the first opportunity. In the event of delay in excess of three weeks from the promised delivery date, the Client may (unless the delay is the fault of Client) cancel the commission without payment.

Cancellation and Kill Fees

- 21. In the event, Client breaches this agreement, the Artist shall retain ownership of all rights of copyright and the original artwork, including sketches and other preliminary materials.
- 22. In the event of breach or cancellation by the Client, the Client shall pay the Artist according to the following schedule: 50% of original fee if cancelled after preliminary sketches are completed, 100% if cancelled after completion of finished art.

Disputes

- 23. Any dispute arising under this contract must be referred for determination to a third party arbitrator agreeable to the Artist and the Client for binding arbitration.
- 24. Where the Artist and the Client cannot agree on an arbitrator, the Client or Artist must apply to the Court of relevant jurisdiction in _____, (*country*) to appoint an arbitrator to resolve the dispute.

Entire Understanding

- 25. This contract constitutes the sole agreement between the Artist and Client regarding this project. It becomes effective only when signed by the Artist and Client. The Artist and Client have read and understand the terms set forth in this agreement.
- 26. Any amendments to this contract must be made in writing and signed by all parties and attached to this contract.
- 27. All signatories to this Agreement agree and represent that they have the full legal authority to bind the relevant parties to this Agreement.

Consented and agreed to

Name (Artist)

Date

Name
Organization, etc (Client)

Date