

Introduction to the AOI Illustrator Commissioner Agreement

About this Template

This Template is provided for use by freelance illustrators who are commissioned to create artwork for a commissioner. The Illustrator Commissioner Agreement is a simple contract. It is best practice to send the Illustrator Commissioner Agreement to the client to confirm the commission before you start work on the commission.

The Template is drafted in two parts. The first page contains details about the job and the licence granted to the commissioner and the client (if the commissioner has commissioned the illustrator for a job they are working on for one of their own clients). The second page contains standard terms and conditions, these should be supplied jointly.

How to use the Template

- As standard commissioning agreement to be completed by yourself and used for your business but you must ensure that you understand the terms of the agreement.
- As starting point for further advice and support from professional legal practitioners.
- As an educational tool to learn about best practice for your business.

How to complete the Template

Pay attention to text in blue and complete the Template accordingly:

- Complete the Illustrator Commissioner Agreement on the front page. Fill in the Commissioner's company name and contact details of the person who commissioned you within the company. We have assumed that the commissioner is a partnership or company with a registered number and office address. If the commissioner is an individual, simply state the name and residential address of the individual who commissions you.
- Define the **Work** you are providing including any technical specifications and size of artwork to be supplied. Include the appropriate **commissioner** and **client** details.
- It is important to include a **Schedule** with clear delivery stages and deadlines as this will determine the amount of cancellation/rejection fees due to you (**clauses 13 and 17**). You should ensure that you are happy with the description of the Stages and that the percentage of cancellation fee or rejection fee is appropriate for each Stage.

You can define more than 3 Stages but you have to change the percentage of the rejection or cancellation fees accordingly (see **clause 13**).

- List the **Licence Start Date**, this does include the day of your Artwork is used by the commissioner for the first time or at least a rough date when your commissioner anticipates using the Artwork for the first time.
- State the **Fee** without the VAT. If you are VAT registered, you have to issue a VAT invoice to charge VAT in addition to the Fee (**Clause 11**)

- Include the amount of **Expenses** you have agreed. If none were agreed you cannot charge any (see **Clause 9**).
- **Licence:** Think carefully about the licence you grant to the client. You can grant a
 - exclusive licence (usage rights as defined to be used only by the commissioner and client – not even by yourself without the permission of the commissioner); or
 - non-exclusive licence (you can licence the rights as defined to third parties – it is unlikely that a commissioner will accept this if the work is bespoke and for their sole use).
- Define the **Territory**, e.g. UK, Europe, USA. Try to limit this where possible but the client may require a worldwide licence if, for example, the work will be available online and there is no territorial restriction on the online platform.
- Define the **Term** (the period of time for which you grant the licence). Again this should be limited.
- Define the **Usage/Rights** for which the artwork is used, e.g. national advertising campaign, digital social media marketing campaign, Instagram advert, book cover, editorial in newspaper;
- **Rights:** For certain commissions you may want to define all rights granted – e.g. a national advertising campaign could include 48-sheet billboards, transit shells, digital banner ads, print and client collateral. Take particular care when doing this as it is important to define Rights accurately. If you are unsure, you should get in touch with the membership team, especially if the usage suggested by the client is complex.
- While illustrators will often supply digital artwork, you may sometimes supply **original artwork** for scanning by the client. Clauses 22-24 relate to this. We suggest that you leave this clause in regardless of whether you are supplying originals or not.
- Check through the Template for [square brackets and blue text](#) indicating where you need to insert/delete text.

DISCLAIMER

When you download the **Illustrator Commissioner Agreement**, you do not automatically own copyright in the Template (which remains with us). We grant you a non-exclusive, non-transferable licence to download, store, copy and use the Template solely for the purposes set out above. You must not use the Template for any other purposes, and, in particular, you must not "re-sell", sub-license, publish, copy or distribute the Template (in whole or in part) for use by any third party.

Our Template has not been drafted for your specific set of circumstances (about which we have no information) and is not intended to constitute legal advice to you.

We do generally provide instructions and guidance notes on how the Template should be used, but you use it entirely at your own risk if you do not seek independent legal advice before you use it for your business. We shall not be liable to you to the extent permitted by law, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with your using the Template.

Please also note that the law, and how it is interpreted, changes from time to time. We are not able to update the Template to reflect every change in the law since it was originally drafted, and we cannot and therefore do not guarantee that this Template reflects, at the time of download, the most up-to-date legal position.

The Template is drafted to comply with and to be enforceable under UK law. **If this is not practicable (e.g. because your business is based somewhere else) you should seek professional legal advice before using the Template as we do not and cannot guarantee that it is enforceable in any other territory.**

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