

Illustrator Agreement

For Collective Administration of Illustrators' Secondary Rights



Agreement made on _____
between Artists Rights Society, Inc. (hereafter, "ARS") of 65 Bleecker, 12th Floor, New York, NY 10012,
and _____
(hereinafter "the illustrator").

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1. Whereas ARS is a U.S. based copyright management organization (CMO) with the function of licensing reprographic use of the Illustrator's copyrighted works and ARS has agreements with multiple foreign national CMO's specializing in collective licensing secondary reprographic use of the Illustrator's copyrighted works within their territory; and
 2. Whereas these rights are held individually but licensed through a collective administration and it is not possible for an illustrator to license these rights individually; and
 3. Whereas the Illustrator wishes to be represented by ARS for the purpose of receiving monetary distributions from secondary rights receipts destined for illustrators, such rights to include reprographic fees and cable retransmissions fees which may become available in the future, and for any other secondary rights fees which may arise for and become available for illustrators as well as fine artists hereafter, the Illustrator authorizes ARS to seek, collect and distribute to the Illustrator his or her proportional share of copyright royalties collected by such foreign national CMOs to which the Illustrator is entitled pursuant to the national treatment provisions of the Berne Convention on Literary and Artistic Works.
 4. Whereas foreign CMOs have differing methods and protocols for collecting secondary reprographic royalties, including levies imposed on sales of equipment, recording media and software as well as blanket licensing of users of such equipment and media such as schools, institutions and companies, this agreement is limited to seeking, collecting and distributing the share of such collections attributable to use of the Illustrator's works. Should ARS be able to collect under similar systems that currently are not available or do not exist in the United States, this agreement shall extend to such systems should they become available. This agreement does not in any way preclude or limit the Illustrator from exclusive licensing of his or her works by any other means.
 5. ARS shall retain 25% of the royalties collected on behalf of the Illustrator under this agreement as a fee for its services and will not require the Illustrator to pay any additional fee. The entire amount of royalties collected after deduction of the 25% fee shall be distributed directly to the Illustrator, to the Illustrator's heirs if the Illustrator is deceased, or to an assignee when the Illustrator has provided ARS with a copy of a valid written assignment and the name and address necessary to distribute royalties to such assignee. There is no fee for ARS membership. ARS shall promote the use of the Illustrator's works when reasonable, which may include using reproductions of the Illustrator's works in ARS' promotional material and social media.
 6. When secondary rights royalties from a foreign CMO or CMOs successfully have been collected ARS shall submit a report and payment to the Illustrator on a semi-annual basis. Such report shall include the name[s] of the foreign CMO from whom the royalties were received. The report shall be accompanied by a check for the entire amount shown to be due the Illustrator for that period. It is understood by the Illustrator that, while he or she is entitled to national treatment under international law, the cooperation of foreign CMOs is required for ARS to receive royalty payments from such CMOs and that such cooperation may not be forthcoming.

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7. It is understood that all foreign CMOs require a standard Interested Party Identifier number (IPI) as a precondition to collection and distribution of royalties, and that ARS is the only American CMO internationally recognized as having the authority to issue IPIs. The Illustrator agrees to provide in the space provided below the standard information necessary to issue an IPI number and to remit payments to the Illustrator. (As no other country recognizes the work-made-for-hire principle the signature below must be that of the Illustrator or, if deceased, the heir or authorized assignee. The Illustrator is responsible for remission of any payments that may be due to any other entity pursuant to an employment agreement.)

8. You hereby represent and warrant to ARS that your published artistic works have been created by you and that you are the author, that your published artistic works are original, that your published artistic works do not infringe another's copyright, and that you have the authority to enter into and grant the rights set forth in this Agreement necessary for ARS to perform its obligations under this Agreement.

9. Whereas international agreements require indemnification in order to protect the cumulative royalties of members, the Illustrator indemnifies ARS and its respective agents, employees, officers, directors, representatives, attorneys, successors and assigns from any and all claims against any loss which ARS incurs as a consequence of any breach of any representation or warranty you provide in this Agreement.

Artist Full Name

Artist's e-mail

Pseudonym, including business names, maiden or married names

Artist's phone number (s)

Birthplace and citizenship, and domicile if different.

Birth and death if the artist is deceased

Artist's mailing address for purposes of payment

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10. The term of this agreement shall be for three years. It shall be automatically renewed for successive three-year terms, unless one party sends to the other, at least three months prior to the expiration of any term, written notice of its intent to terminate the agreement. Notwithstanding the above, either party may terminate this agreement at any time upon sixty (60) days written notice to the other party.

11. This agreement shall be governed by the laws of the State of New York and shall bind and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

If the above meets with your approval, kindly indicate your agreement by signing below and returning one copy to ARS via email: members@arsny.com or via postal mail: Artists Rights Society, 65 Bleecker St., 12th Floor, New York, NY 10012.

Artist's signature
(or heir's if the artist is deceased)

Artists Rights Society, Inc. (ARS)

Artist Name:

Date

Date