ARTWORK ASSIGNMENT TERMS AND CONDITIONS

The following terms and conditions shall apply to the Artwork produced by the Supplier pursuant to a specific commission from the Publisher the details of which will be laid out in the Artwork Purchase Orders given to the Supplier from time to time when Artwork is commissioned.

1.1 The Supplier shall deliver draft Artwork (the "Roughs") by the Roughs Date. If the Roughs do not accord with the Brief in Publisher's reasonable discretion or if non material changes are required the Publisher shall be entitled to seek changes and such changes shall be made at the Supplier's expense by the Supplier within three working days or such other period which may be agreed by the Publisher in writing. If the Supplier fails to meet the Roughs Date or the date by which the revised Roughs are to be produced without the prior written agreement of the Publisher regarding an extension the Publisher shall have the right to cancel the commission and no Fee will be payable.

1.2 The Artwork in its final form shall be delivered by the Delivery Date or such other date agreed in writing by the Publisher in which case that later date shall be called the Delivery Date. If the Supplier fails to meet the Delivery Date the Publisher shall have the right to cancel the commission and no Fee will be payable.

1.3 Delivery of all Artwork whether in draft or final form shall be by the Delivery Method. Any original Artwork must be sent by recorded or registered post and will not be returned.

2.1 Subject to Clause 2.2 and Clause 2.3, the Publisher shall pay the Supplier the Fee (plus VAT if applicable) within 30 days of receipt of the Supplier's invoice or the Delivery Date whichever is later. Where VAT is charged the Supplier will supply details of the Supplier's VAT registration number.

2.2 Publisher reserves the right to cancel this agreement at any time before use of the Artwork. In the event of cancellation, Publisher shall pay a cancellation fee of Thirty Percent (30%) of the Fee.

2.3 The Fee shall not be paid unless the Publisher receives this Agreement duly signed by the Supplier. However provision of the Roughs will be deemed to be receipt and acceptance by the Supplier of these terms and conditions.

3. In consideration of the Fee, the Supplier irrevocably transfers and assigns to the Publisher the worldwide copyright in the Artwork and all other rights of whatever nature with full right, interest, and title guarantee. The Artwork shall hereby be deemed a work made-for-hire for Publisher. For the avoidance of doubt, Supplier no longer has any right to use the Artwork without Publisher's prior written consent to be given in Publisher's sole discretion.

4.1 The Supplier warrants to the Publisher that:

(i) the Artwork is original to the Supplier and has not been previously published in any form nor previously sold, assigned or in any way encumbered;

(ii) the Artwork is not an infringement of any existing copyright of any person or entity, and that it contains nothing obscene, defamatory or in infringement of anyone's trade mark, publicity right, privacy right or any other possible right;

(iii) if a likeness has been used that an adequate licence has been obtained to enable the Publisher to use the Artwork in accordance with this Agreement;

(iv) if the Artwork contains a representation of a model then the purpose of the sitting and the nature of the proposed publication has been explained to that model by the Supplier, who has obtained a form of release signed by each model to enable to Publisher to use the Artwork in accordance with this Agreement;

(v) if the Artwork incorporates the copyright work of a third party such as but not limited to a photograph, an adequate licence has been obtained to enable the Publisher to use the Artwork in accordance with this Agreement;

(vi) If Supplier has registered a copyright in relation to the Artwork in any Territory, then Supplier has already disclosed each territory to Publisher and has provided Publisher with a signed certificate of copyright transfer for each such territory; and,

(vii) The warranties and indemnities given by Supplier in this Agreement shall survive termination or expiration of the Agreement and run continuously with Publisher's copyright in the Artwork.

4.2 In addition to the requirement of section 4.1(vi), the Supplier shall upon request by the Publisher deliver to the Publisher any licences and releases obtained in accordance with Clause 4.1.

4.3 The Supplier agrees to indemnify the Publisher, its officers, directors, successors, employees, assigns and any party whom the Publisher shall indemnify in the ordinary course of business against any loss, injury, damages and/or costs (including any reasonable legal costs or other professional fees) arising out of any breach or alleged breach of the above warranties or arising out of any claim or complaint which could be a breach of one or more of the above warranties.

4.4 Supplier will not create any artwork or any other work which is substantially similar to the Artwork without Publisher's prior written consent at its sole discretion.

5. The Publisher agrees to print an acknowledgement that Supplier is the author of the Artwork within the Work wherever practicable and reasonable. The Supplier irrevocably waives his/her moral right to be identified as author of the Artwork.

6. If the Publisher makes material alterations or changes to the Artwork it shall make reasonable efforts to notify the Supplier before use so that the Supplier can within five working days let the Publisher know if he/she still wishes his/her name to be used in connection with the Artwork in accordance with Clause 5. Minor alterations required to accommodate use of the Artwork shall not be considered material. The Supplier waives his/her moral right to object to derogatory treatment or destruction of the Artwork.

7. Definitions of Artwork, Author, Brief, Delivery Date, Delivery Method, Edition, Fee, Publisher, Roughs Date, Supplier, Territory and Work are as set out in the Artwork Assignment Purchase Order which shall be given to the Supplier by the Publisher from time to time when work is commissioned from the Supplier.

8. This Agreement shall be governed by and interpreted in all respects in accordance with the laws of England and any disputes will be subject to the jurisdiction of the English Courts.

Signed	**Signed**
Name: **For and on behalf of the Publisher**	**Name:** **For and on behalf of the Supplier**
Date:	**Date:**