



| | Principle | Fair Contract Terms – what we want | Unfair Contract Terms – what we don't want |
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| 1 | Contracts should not be forever | Defined time limits and clear termination triggers. Especially important for online uses | Unlimited time periods or automatic renewals. 'Out of print' does not apply to images as these mostly exist independently from the publications in which they are included |
| 2 | Artists should share in the success of their creation | Adequate fees for all the uses made of the works taking into account exposure and circulation | Buy-out or unlimited-use contracts or expectation of fee waivers |
| 3 | Artists' copyright should be respected | Scope and time period detailing the intended use of the rights being granted. Copyright ownership of the artist to be respected and the artist credited close to images | Artist asked to assign all intellectual property (IP) rights, including copyright, for uses known and unknown; demanding a waiver of moral rights |
| 4 | Party being granted the right must use it or lose it | Artist gets back rights that have been assigned (rights reversion) when they aren't used after a defined period, or exclusivity reverts to non-exclusivity. This should be written into the contract | The 'lock-in effect': Third parties request for assignments for ease of administration rather than needing the rights, preventing artists from making further use of the works, even for different products and services |
| 5 | Ensure artists' works can reach their broadest possible audience, maximising returns to artists | Contractual assurance from users to commit, where applicable, to maximise returns for the use of the works and to regularly report on and pay agreed royalties | Limitation of potential distribution channels and non-existent, non-transparent or infrequent reporting or irregular payment |
| 6 | Contractual commitment to protect and secure the works from unauthorised use | Contractual reassurance of protection measures used to prevent unauthorised use. Maintaining and safeguarding metadata | Enabling access for free to unprotected images or encouraging dissemination of images without further permission and remuneration |
| 7 | Safeguard respect for authorship and the integrity of the works | Moral rights respected including attribution of all creative contributors to the works. Artist to be consulted when the works may be amended, cropped, enhanced or their integrity otherwise potentially affected | Moral rights waivers, unlimited rights for users to produce derivative or otherwise changed copies. Statutory moral rights replaced with contractual rights |
| 8 | Safeguard artists' future availability and ability to work | Defined and limited competition, and exclusivity clauses: avoid such clauses altogether when possible | Excessive non-competition clauses, and exclusivity clauses binding artists to the user or producer |
| 9 | Clearly defined contract terms and responsibilities with an agreed definition of vague terms like 'reasonable' or 'non-commercial' | Clear contracts and defined terms agreed for all parties | Lack of clearly set out obligations and rights for each party and lack of clearly defined terms leading to vague allocation of responsibilities |
| 10 | A balance between risk and profit | Clearly define and limit indemnity clauses including fair compensation for risks to the artist. Include artist in liability insurance | Artist liable for matters outside their control |