

*Warning: No legal responsibility shall attach to Visual Artists Ireland or the author, Linda Scales, in connection with the use of this sample document.*

## **SAMPLE LICENCE AGREEMENT**

**This is a sample grant of limited reproduction rights, in a very straightforward set of circumstances.**

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_

**BETWEEN**

of \_\_\_\_\_

(hereinafter called “the Artist”) of the one part

**AND** [ \_\_\_\_\_ ], a limited liability company having its registered office and principal place of business at \_\_\_\_\_

(hereinafter called “the Licensee”) of the other part

**WHEREAS:**

- A.** The Licensee operates a business selling high quality reproductions of original works of art.
- B.** The Artist is the creator of original works of visual art and is willing to licence the reproduction of certain artworks to the Licensee on the terms herein contained.

**IT IS HEREBY AGREED as follows:**

**Sole Licence**

1. The Artist hereby grants to the Licensee a sole licence to do any and all of the following things in relation to the works of art specified in the First Schedule hereto (“the Artworks”):

- a) To reproduce the Artworks as part of the Licensee's inventory, in the manner described in clause 2 below.
- b) To advertise for sale and to sell such reproductions to the public.

2. The Artist acknowledges that, the Licence herein being a sole Licence, the Artist shall refrain from appointing another agent or third party to exercise any of the rights hereby granted in respect of the Artworks.

### **Manner of Reproduction**

- 3. a) All reproductions for sale shall be Giclee onto printing canvas, stretched canvas or archival paper. All such reproductions shall be in full colour, and shall be full size.
- b) The Licensee shall however be at liberty to make and publish (including on its website) reduced size copies of the Artworks for the purpose only of advertising the sale of the reproductions. In the case of online advertising, the copies shall be low resolution copies.

### **Intellectual property**

4. The ownership of the original Artworks, and the copyright therein shall remain vested in the Artist, subject to the terms of this Agreement. No rights in the Artworks, other than those herein licensed, shall be exercised by the Licensee

### **Sale of original work**

5. In the event of sale of the original Artworks, the Artist shall make the purchaser aware of the terms of this Agreement.

### **The Territory**

6. The rights hereby granted may be exercised by the Licensee in any part of the world.

## **The Term**

7. Subject to the termination provisions contained at clause 13 below, the term of this Agreement shall be 2 years from the date hereof

## **Obligations of the Licensee**

8. The Licensee shall, during the term of this Agreement, actively promote the sale of reproductions of the Artworks, and in general shall seek to exercise the rights hereby granted to the advantage of both parties.

## **Sale Price**

9. The Licensor shall be at liberty to fix the sale price of the reproductions.

## **Royalties**

10.
  - a) The Licensee shall pay the Licensor [ ]% of the gross value of the sale of each reproduction of the Artworks (excluding VAT), or €[ ] per reproduction, whichever is greater.
  - b) The Licensee shall keep proper records of all income earned in connection with the Artworks, and shall account to the Artist twice yearly, at the same time discharging all monies then due to the Artist by the Licensee.
  - c) The Licensee shall, upon 14 days notice, permit the Artist to inspect all records of the Licensee relating to the exercise of the rights hereby granted.

## **Warranty and Indemnity.**

11. The Artist warrants that he or she is the creator of the original Artworks; that all rights, including the copyright, in the said works are vested exclusively in the Artist; that the Artist has full right and authority to enter into this Agreement; and that the use of the Artworks in the manner envisaged by this Agreement will not to the knowledge of the Artist infringe the rights of any third party. The Artist further

indemnifies the Licensee against all costs demands claims and proceedings arising in connection with a breach of this warranty. The provisions of this clause shall survive termination of this Agreement.

### **Moral Rights**

12. The Licensee undertakes to respect and observe the Artist's moral rights of paternity (the right to be identified as the creator of the work) and integrity (the right to preserve the work from derogatory mutilation and distortion)

### **Termination**

13. (i) This Agreement may be terminated by either party, on giving 3 months notice in writing to the other, in the event that no income is realised from the Artworks through the efforts of the Licensee for any consecutive period of 3 months.
- (ii) This Agreement may be terminated by either party in the event of a material breach of the terms hereof by the other party
- (iii) This Agreement shall automatically determine in the event of the insolvency of the other party
- (iv) Termination shall be without prejudice to the right of either party to redress for any antecedent breach of this Agreement
- (v) Upon termination of this Agreement, whether through expiration of the term hereby granted or for any other reason, the Licensee shall cease to exercise the rights hereby granted, and shall deliver to the Licensee all (if any) unsold reproductions in the possession of the Licensee, upon payment by the Licensor of a sum equal to the direct cost of the reproduction incurred by the Licensee, such sum to be vouched by the Licensee.

## **Successors**

14. This Agreement shall ensure to the benefit of and shall bind the parties hereto, and (in the case of the Artist) his or her executors and assigns, and (in the case of the Licensee) its successors and assigns.

## **Confidentiality**

15. The Artist agrees to keep confidential the terms of this Agreement.

## **General**

- 16.1 This Agreement is personal to the parties hereto and may not be assigned by either party without the prior written consent of the other party.
- 16.2 Any notice to be given pursuant to the terms of this Agreement shall be sent by registered post to the recipient thereof at the address specified on page 1 of this agreement, or such other address as may have been notified to the party giving the notice .
- 16.3 The parties agree to mediate any dispute arising between them relating to the terms of this Agreement, using a single mediator acceptable to both parties, and in default of agreement to be appointed by the President for the time being of the Mediators' Institute of Ireland.
- 16.4 Any amendment to this Agreement shall be in writing signed by both parties hereto.
- 16.5 This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings.

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first herein written

## **SCHEDULE The Artworks**

SIGNED by the said

In the presence of:

SIGNED by the said

In the presence of: