



# REPROGRAPHIC RIGHTS AUTHORIZATION & AGREEMENT

*Six illustrators organizations have banded together to create the American Society of Illustrators Partnership to help bring accountability to the reprographic rights of American graphic artists.*

Society of Illustrators • Illustrators' Partnership of America • Association of Medical Illustrators  
American Society of Architectural Illustrators • Guild of Natural Science Illustrators • San Francisco Society of Illustrators  
AMERICAN SOCIETY OF ILLUSTRATORS PARTNERSHIP, INC. 9 FOSTER PLACE, PLEASANTVILLE, NY 10570 914.320.8892

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## THE PROGRAM FOR REPROGRAPHIC RIGHTS

*Reprographic rights are held individually but licensed through a collective administration. These are rights which artists and their agents cannot license individually.*

- Reprographic rights refer to the blanket licensing of an artist's previously published work through photocopying or digital republication;
  - It refers to any work that has appeared within a collective work, such as a book, magazine, journal, or newspaper;
  - **It is impossible for artists or their reps to license these rights individually and collect the royalties due them;**
  - In other countries, artists have joined together in collecting societies to administer these rights collectively;
  - Any published artist is eligible to join;
  - To participate, each artist must authorize the collecting society to collect the relevant reprographic royalties;
  - The collecting society must guarantee that the artist is the owner of the reprographic rights;
  - An annual administration fee is deducted from collected royalties;
  - Collecting societies are non-profit.
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## 1. Authorization & Agreement

*This collecting society can represent only those artists holding reprographic rights who have given the society authorization to act on their behalf. At the present time, there is no other American illustration collecting society.*

- Under this Agreement, you hereby grant the American Society of Illustrators Partnership ("ASIP") the non-exclusive right to represent your **reprographic rights only** and authorize ASIP to collect reprographic royalties through a collective rights administration;
- This non-exclusive right is limited to **reprographic licensing only; it does not affect primary or secondary licensing which you or your agent otherwise conduct;**
- This non-exclusive right is limited only to licensing activities conducted by a collecting society. You may affiliate with any other American illustration collecting society in the future by terminating this Agreement.

## 2. Collection and Distribution of Royalties

*On your behalf, the American Society of Illustrators Partnership shall endeavor to collect royalties owed to you for the reprographic reproduction of your published artistic works.*

- Once a threshold for minimum payments has matured in your account, ASIP will pay to you all royalties received from the licensing of your reprographic rights;
- Payment cannot be issued until ASIP member returns this signed Agreement;
- Royalties will be paid on an annual basis;
- There is *no fee* for ASIP membership: ASIP will retain an administrative fee for reimbursement and operating expenses;
- The *minimum payment* threshold will be determined by the governing board of the ASIP;
- The ASIP governing board is composed of official representatives from the member organizations of ASIP;
- Each ASIP member organization represents published American illustrators;
- One seat on the ASIP board will be retained to represent non-affiliated graphic artists.

### **3. Term and Termination**

*This Agreement shall be in force indefinitely but may be terminated by either party at any time.*

- You may terminate this Agreement at any time by providing 120 days prior written notice to the Society of Illustrators Partnership. Notice must be sent by first class mail to:

*The American Society of Illustrators Partnership, Inc., 9 Foster Place, Pleasantville NY 10570*

- ASIP may also terminate this Agreement at any time upon providing you with 120 days prior written notice at the most recent address provided by you to ASIP.
- Should you terminate this Agreement, ASIP will pay to you (on the first annual date for the payment of royalties) all royalties due you in accordance with its normal policy. These royalties will include all fees due you from the date of the previous distribution date until the date you terminated this Agreement.

### **4. Warranties**

*In order to protect the cumulative royalties of member artists, international agreements require the following representations and warranties:*

You hereby represent and warrant to the American Society of Illustrators Partnership the following:

- (1) that your published artistic works have been created by you and that you are the author or that as works-made-for-hire your employer is deemed the author within the territory of the United States.\*
- (2) that your published artistic works are original,
- (3) that your published artistic works do not infringe another's copyright,
- (4) that you have the authority to enter into and grant the rights set forth in this Agreement necessary for the American Society of Illustrators Partnership to perform its obligations under this Agreement,
- (5) that you have not licensed your Reprographic Rights directly or indirectly to any other person or organization other than to ASIP unless you have previously notified ASIP in writing,
- (6) that you have published under an ISBN or ISSN number and will provide copies of these works to ASIP if requested, and
- (7) that you are a U.S. citizen.

\* In the case of works-made-for-hire you may not be entitled to receive disbursements for licensing the use of your work in the United States without an assignment of those rights by your employer. In that case your employer is entitled to the disbursements. However, you may be entitled to disbursements attributed to collective licensing of your work in jurisdictions outside the U.S. that do not recognize the works-made-for-hire doctrine. In signing this authorization you will enable ASIP to collect and disburse to you those foreign licensing revenues.

Except for the foregoing, neither you nor ASIP makes any other express or implied representation or warranty. Additionally, ASIP makes no promise, representation or warranty about whether it will be successful in its effort to collect royalties owed for any reprographic reproduction of your published works.

**5. Indemnification**

*In order to protect the cumulative royalties of member artists, international agreements require the following:*

You indemnify the American Society of Illustrators Partnership and its respective agents, employees, officers, directors, representatives, attorneys, successors and assigns from any and all claims against any loss whatsoever which ASIP incurs as a consequence of any breach of any representation or warranty you provide in this Agreement.

**6. General Provisions**

**(a) Amendments**

This Agreement may not be modified except by written agreement signed by both the American Society of Illustrators Partnership and you.

**(b) Severability**

If any clause or provision of this Agreement shall be adjudged invalid by a court or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect. Each of the provisions of this Agreement shall be enforceable independently of any other provision of this Agreement and independent of any other claim or cause of action.

**(c) Waiver**

A single or partial exercise or waiver of a right relating to this document will not prevent any other exercise of that right or the exercise of any other right.

**(d) Governing Law & Jurisdiction**

This Agreement shall be governed by in the laws of the State of New York. Any dispute, claim or controversy relating to this Agreement between or among parties hereto shall be resolved by binding arbitration. Arbitration shall be conducted under and governed by the rules of the American Arbitration Association. All arbitration hearings shall be conducted in New York, New York. The panel from which the arbitrator is selected by the mutual agreement of the parties shall be comprised of licensed attorneys.

**(e) Confidentiality & Privacy**

ASIP will only share members' personal information with official entities for the purpose of representing reprographic rights to collect royalties.

**For ASIP:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**For Artist: Please check one box, sign your name and complete the form. Thank you.**

I only create published art as an employee under the work-for-hire doctrine.

I retain the rights to all or some of the published art I create.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name (include pseudonyms under which you publish, if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address City, State, Zip

\_\_\_\_\_  
Phone email