ARTIST’S LICENSE AGREEMENT

**This agreement is made by and between the following parties:**

1. Mr./Mrs.[NAME] (hereinafter called **‘the Author’**), currently residing at [PLACE]

And

2. [NAME], currently residing at [PLACE], duly represented for the present purposes by [NAME], (hereinafter called 'Licensee'),

**Parties hereby agree as set forth below:**

**Article 1. Object of agreement**

This agreement contains the agreed conditions and procedures under which the Author shall entrust exploitation of his work to the Licensee.

**Article 2. Licensing**

The Author hereby licenses the Licensee (and his legal successors, associated institutions and associated legal persons) to exploit the rights listed below that are attached to the work described in article 3 of the agreement.

1. the right to reproduce all of part of the work graphically in any form (including but not confined to posters, photographs and slides) and to distribute the created copies;
2. the right to include all or part of the work in a documentation folder, book, catalogue, databank (graphical and/or electronic) or otherwise and to distribute such creations;
3. the right to publish all or part of the work in a newspaper, news magazine, information brochure, magazine or otherwise and to distribute such creations;
4. the right to record all or part of the work on the carriers stated in item 5;
5. the right to reproduce all or part of the work on audio and/or image carriers (including but not confined to audio cassettes, image cassettes, CD-ROM, CD-i, DVD, Blue-Ray, the Internet, information highways, networks (electronic or otherwise) and any other electronic exploitation and the right to publish and distribute reproductions made in this way;
6. the right publicly to announce and make available all or part of the work (including but not confined to film, television and the Internet);
7. the right to rent out or loan out copies of the work if the work is exploited in accordance with any of the exploitation methods mentioned above from 1 to 6 and this results in the creation of copies;
8. the right to exhibit works within the meaning of item 7 in buildings, institutions and establishments of the Licensee and in buildings, institutions and establishments of the renter/borrower.

These contractually awarded exploitation rights shall not impair any legal exceptions to copyright law to which the Licensee may seek recourse and that shall apply in full.

**Article 3. Description of the work**

Licensing within the meaning of article 2 of the agreement shall cover all works of the Author that are owned or loaned by the Licensee (prolonged or otherwise).

Under the same terms and conditions the Author hereby grants an identical licence for his future works that the Licensee may own or loan, insofar as (i) the works are created by the Author within a term of eighty years from the date of signature of this agreement, and (ii) insofar as the works (or combinations of/with works) constitute graphical, plastic and/our audiovisual art (with accompanying texts).

**Article 4. Term of licence**

The rights licensed under article 2 from 1 to 7 inclusive shall be granted for the entire time that the works described in article 3 are protected by copyright law.

On the death of the Author his heirs and legal successors shall be bound by the provisions made in this licensing agreement.

**Article 5. Licensed territory**

The exploitation methods stated in article 2 shall apply worldwide.

**Article 6. Author’s fee**

The Author shall not receive a fee for the rights licensed under article 2 from 1 to 7 inclusive.

**Article 7. Assignment of rights to third parties**

The Licensee shall have the right to assign to third parties the rights and duties vested in him by virtue of the present agreement.

**Article 8. Author’s indemnification duty**

The Author guarantees the Licensee the undisturbed enjoyment of the licensed rights and in particular warrants that his work shall be void of any reference of resemblances capable of infringing the rights of a third party.

The Author shall indemnify the Licensee against (among other things) any claims brought by third parties in relation to the content and the form of the work.

The Author warrants that his rights have not been assigned to any third party (including but not confined to a collective management organization (CMO)). On joining a CMO the Author shall immediately inform that CMO of the existence of this agreement together with, insofar as necessary, his explicit consent to the agreement. If the provisions made in this agreement conflict with membership of a CMO, the Author shall act immediately to leave the CMO. The Author shall in any event indemnify the Licensee against any and all claims that such a CMO seeks to enforce.

On assignment of his copyrights to a third party the Author (or his heirs/legal successors) shall ensure inclusion in the deed of assignment of a clause in favour of the Licensee under which the assignee shall be bound by this licensing agreement.

At the first request the Author shall assist and indemnify the Licensee if third parties hold the Licensee accountable on grounds for which under this article the Author has a duty of indemnification or other commitment towards the Licensee.

**Article 9. Stating of Author's name**

The work of the Author shall be exploited under the name of …………………… If the Author wishes to change the way his name is stated or to use a pseudonym, he shall inform the Licensee by registered letter and the Licensee shall take the action necessary.

The Licensee shall ensure that this name is stated prominently on or in connection with the work or copies thereof, taking into account the methods of exploitation.

**Article 10. Changes to the work of the Author**

Any change to the work (within the meaning of Section 1, §2, paragraph 6 of the Belgian Copyright Act 1994) shall require the Author’s explicit prior permission.

Notwithstanding the previous sentence the Author hereby grants the Licensee permission to make changes to his work provided that they are in accordance with the prevailing fair professional practices and are necessary to carry out efficiently the methods of exploitation stated in article 2. Among other things the Author shall not oppose any changes necessary for the editing and layout of graphical and/or electronic reproductions. Nor shall the Author oppose the place and way the Licensee exhibits his work, with the proviso that the Licensee shall endeavour to meet the Author’s wishes in such matters, insofar as they are reasonable, necessary and practicable.

**Article 11. Miscellaneous**

This agreement shall replace and supersede all previous agreements, negotiations, undertakings and correspondence between parties.

If any of the provisions of this agreement are invalid or unenforceable, the other provisions shall remain fully in force. Parties shall then negotiate with each other with a view to replacing the invalid or unenforceable provision by one that reflects the spirit of this agreement as closely as possible.

**Article 12. Applicable law – forum**

This agreement shall be governed exclusively by the laws of the Kingdom of Belgium.

Any disputes regarding the agreement, including disputes about its existence and validity, shall be placed before the courts with jurisdiction at [PLACE] to the exclusion of all other forums.

Done accordingly in two authentic copies, with each party hereby duly confirming having received one authentic copy.

Author Licensee

[PLACE] [DATE]