



Lloyd Rees, *Self-portrait* (detail), 1950–1952 oil on canvas 76.5 x 61.8 cm irreg. National Gallery of Victoria, Melbourne W. H. Short Bequest, 1952 (2981–4)
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About signing a royalty-free licence

From time to time, you may be contacted by individuals or organisations who want to use your work for free and ask you to sign licence agreement documents.

Handling permissions & requests

If you are a member and wish to continue receiving licensing fees, let us know of requests you receive directly and we will manage them for you. We may already have licence agreements in place with the requesting party, which could include uses you receive payments for. This may not continue if you sign a new agreement. If you are not a member, you may wish to join and we can handle your permissions, requests and obtain payments for you.

We support visual artists in receiving income from rights and royalties legally available to them. However we understand that on occasion you may prefer to waive fees for a particular use. It is your right to do so.

We recommend that you carefully read and understand waiver forms or agreements, as some terms and conditions can be broad and could include uses that you may have previously received royalties for through us. Don't sign anything that you don't understand.

If you do decide to grant a free licence, you will be responsible for administering that licence. We will be unable to assist with reviewing or enforcing the licence if, for example, the licensee were to alter the work without your permission, fail to credit you, or fail to provide you with your free copy of the work in contravention of the agreement.

As your professional and experienced licensing agent, we are happy to negotiate fees and put a licence in place that protects your rights if you refer the request to us.

About the checklist

The checklist overleaf is designed to help you ensure that any royalty-free licence agreement you sign is satisfactory and in the long-term interests of you and anyone else who may have an interest in your work, such as your heirs.

It contains some of the more important matters to consider – there may be other matters that you want the agreement to deal with. The checklist is not a substitute for legal advice.

“ It's not been our aim to prevent the reproduction of work by making the project commercially non-viable, but to ensure the creator of a work receives equitable remuneration where the work is used for commercial purposes... ”

Executors of the Estate of Lloyd Rees

Remember

If you grant a free licence you need to:

1. Make sure the licence agreement is in writing
2. Make sure the agreement is fair and appropriate
3. Let us know which works and what purposes you are licensing for free, so that we will not collect fees for that use.

If you are unsure about a free agreement or waiver, please contact us on the details below.

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Checklist

1. Are all the parties to the agreement clearly identified (e.g. by name, ACN, address)?
2. Is the work (or works) that the other party wants to use clearly and unambiguously identified (e.g. "the painting entitled..., a photo of which is attached")?
3. Is the proposed use (or uses) of the work by the other party made clear (e.g. "to reproduce as postcards in a print run of 5000"; or "to reproduce on the Licensee's web site") and are vague undefined terms, such as "promotion" or "non-commercial uses", avoided?
4. Does the document grant a non-exclusive licence to use the work/s for a specific purpose, rather than transfer of ownership of the copyright (an assignment)?
5. Is the licence to use the work/s limited to a particular length of time?
6. Is the licence to use the work/s limited to the particular territory in which the other party will be using it (e.g. Australia; Australia and New Zealand)?
7. Are you identified in the document as the owner of copyright in the work/s, and does the other party have to put the © copyright notice in your name on the work/s when it is used?
8. Is the party obliged to make sure that you are attributed as the creator of the work/s each time it is used? (This is a requirement under moral rights legislation, but is a good idea to include in the agreement also).
9. Is the other party obliged to get your permission before any alteration is made to the work (e.g. cropping, overprinting or re-colouring) and to ensure that reproductions and other uses are of a high standard?
10. Are you entitled to end the agreement (e.g. at will, or if the other party does not comply with the agreement)?
11. Are your rights to receive income from the use of your work under statutory licenses (e.g. educational and government use licenses) preserved? You can use the following wording for this purpose:
"Nothing in this agreement will prevent the Artist/ Licensor [or other term used to describe you] from being entitled to receive payment for the use of his/her work under statutory licences in force in Australia or under the law of any other country, including licences for educational and government use, and the Publisher/Producer/ Licensee [or other term used to describe the other party] will make no claim to such payments."
12. Are you entitled to a free copy of the work as used (e.g. a copy of a catalogue which includes the work) and a copy of the transparency or digital file?
13. Are there any provisions regarding the supply of and payment for transparencies or digital files and their return or destruction after use?
14. Is the agreement non-exclusive? Are there restrictions on licensing of the work/s to third parties?
15. Have you informed Copyright Agency of the waiver by emailing visualarts@copyright.com.au?