



	Principle	Fair Contract Terms – what we want	Unfair Contract Terms – what we don't want
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