



edward lipsett • stephen carter • chris ryal

#### Agreement on Usage of Artwork

This Agreement is made and entered into by and between \_\_\_\_\_ ("Artist") and Intercom, Ltd. ("Publisher") in connection with the usage of Artist's work or works described as follows ("Work"):

1. Work described as a (cover/interior/spot) illustration for (usage),
2. Work described as a (cover/interior/spot) illustration for (usage),
- etc.

1. Artist grants to Publisher the non-exclusive right to use the Work on Publisher's books, and in related advertising and promotional material for Publisher's books, in perpetuity and worldwide.
2. Artist grants to Publisher the right and authority to use name as specified by Artist on the Work and in all promotion and publicity for the Work in Publisher's sole discretion.
3. All rights to the Work remain with Artist, including but not limited to all poster, print, and other display use rights, except as defined in Article 1 above.
4. The payment for the use of the Work in the amount of \_\_\_\_\_ yen shall be made within (60) days of acceptance of the Work by Publisher. Artist shall receive free two (2) copies of any paperbound edition and free two (2) copies of any hardcover edition of each book in which the Work is incorporated as soon as the books are available for sale to the general public.
5. Artist shall be credited as artist clearly on the back cover or other location near the place the Work is used.
6. Artist shall deliver the Work to Publisher as a 300-DPI (minimum) graphics file (TIF format or .JPG at highest resolution) via FTP, CD-ROM, MO disk or other mutually agreed upon delivery method.
7. Artist warrants that
  - (i) the Work is free and clear of any counts of libel, plagiarism, breach of privacy or misrepresentation of facts;
  - (ii) the Work does not infringe upon any copyright or proprietary right and does not contain any material of libelous nature;
  - (iii) the Work is not in the public domain and Artist is the sole owner and copyright holder of the Work with full power to enter into this Agreement;
  - (iv) if the Work has been previously published in whole or part, Artist currently holds all copyrights to the Work and is legally permitted to enter into this Agreement; and
8. Artist shall hold Publisher harmless from all liabilities for infringement of copyright or others intellectual properties of any third parties. Artist shall indemnify, reimburse and compensate Publisher for all losses and damages, including costs, expenses, legal fees and other charges for defensive actions by Publisher.
9. Publisher shall not be responsible for loss or damage to any of Artist's property in its possession or in the possession of its contractors, or to anyone to whom delivery is made with Artist's consent. Artist shall retain copies of the Work (and related materials) for Artist's own protection.
10. This Agreement may not be assigned or transferred to any third party, or disposed of in any other fashion, in whole or in part, without the prior written consent of all parties hereto. Artist shall not assign or transfer to any third party, or dispose of in any other fashion, whole or in part, of his/her copyright of the Work, without the prior written consent of Publisher.
11. This Agreement shall be binding upon the heirs, successors, personal representatives and the foregoing respective assigns of Artist and Publisher; and references to Artist and Publisher shall include such heirs, successors, personal representatives and such assigns.
12. Regardless of its place of execution, this Agreement shall be governed by and interpreted under the laws of Japan.
13. The parties hereto hereby agree that the Fukuoka District Court shall have an exclusive jurisdiction over any suit in connection with this Agreement.



14. The foregoing supersedes any and all previous understandings, constitutes the sole and complete agreement between the parties hereto. This Agreement may not be altered or cancelled without the prior written consent of both parties.

In witness whereof, the parties hereto have signed this Agreement on the dates below.

Artist \_\_\_\_\_

Publisher \_\_\_\_\_

Edward Lipsett  
Representative Director  
Intercom, Ltd.

Date: \_\_\_\_\_

Date: \_\_\_\_\_