

jamie magazine

Illustrations Commissioning Confirmation Form for Jamie Magazine ('the Magazine').



PLEASE SIGN AND RETURN THIS FORM BEFORE COMMENCEMENT OF THE COMMISSION

Either by post to: Andrew Jackson, Art director, Jamie magazine, 19-21 Nile Street, London N1 7LL, United Kingdom
OR email to: andrew.jackson@jamieoliver.com

Job name and issue number: Issue 66, Map of Copenhagen

Date of Commission: 8.12.15

Name and address of Artist: Jennifer Maravillas

Email: jennifermaravillas@gmail.com (Agent) mike@illustrationweb.com

Phone number: 020 7720 5202

Name of commissioning editor: Helen Little

Subject of commission: Map of Copenhagen

Brief: As per email

Delivery Date: Roughs: 18.12.15 Finals 04.01.16

Fee: £300

Agreed Expenses/Extras: n/a

Rights granted to the Company: All Rights including Syndication (as defined below) on an exclusive basis.

Subject to an overall cap of £200:

Syndication: Should the Artwork be included as part of any Syndication deals for publication by a company outside the Jamie Oliver group of companies and/or not for profit organisations, the Artist shall be paid £50 per illustration/typographic used.

See over for standard terms and conditions.

Signed and agreed for and on behalf of Jamie Magazine Limited:

Print name: Helen Little

Dated: 8.12.15

By signing this Agreement, the Artist confirms and agrees its acceptance of the above terms and the standard terms and conditions attached, which the Artist has read and understood.

Signed and agreed by the Artist or duly appointed agent:

Print name:

Dated:

STANDARD TERMS AND CONDITIONS

The "Company" shall mean Jamie Magazine Limited and any other Jamie Oliver related business and/or not for profit organisation. All illustrations/typographies and other materials produced by the Artist are referred to as "the Artwork".

1. Fees

The Fees as set out herein shall be full and final consideration in respect of All Rights granted to the Company and no further sums shall be payable in connection with the use of the Artwork by the Company its assignees or licensees by way of equitable remuneration (within the meaning of EC Council Directive 92/100). The Fees should also be regarded as inclusive of all costs and expenses incurred by the Artist unless otherwise agreed. The Artist will provide evidence of expenses to the Company on request.

2. Invoices and payments

No payment will be made until after the acceptance of the Artwork as fit for publication, signature and receipt by the Company of the signed copy of this Agreement and the submission of a proper invoice by the Artist to the Company in accordance with these terms. Payment will be made within 30 days of receipt of the Artist's invoice. Should any Syndication Fees be payable, the Company shall notify the Artist of such uses and the Artist shall send the appropriate invoice for payment. The Company shall pay VAT on the Fees if appropriate subject to receipt by the Company of a valid VAT invoice.

3. Rejection

The Company is not obliged to publish the Artwork submitted to it but Artwork submitted to it in accordance with this Agreement will be paid for in full whether or not it is published. However if the Artwork is not published for any reason, the Artist shall not have any claim against the Publisher for loss of opportunity to enhance the Artist's reputation or for any other reason whatever.

Artwork:

- (a) which is not, in the reasonable opinion of the Company, of a publishable standard; or
- (b) which is not in accordance with the terms of the commission; or
- (c) which is late; or otherwise fails to fulfil the requirements of the Agreement will not be paid for. In certain circumstances, ex gratia payments will be considered.

4. Rights

The Company shall have the right to use the Artwork for advertising and publicity purposes in any medium for the purpose of promoting the Company throughout the world (and the Websites) in accordance with this Agreement.

"All Rights" means an assignment of all the worldwide rights in the Artwork for the full period of copyright therein (on an exclusive basis), and all renewals and extensions thereof and all rights of any nature wherever subsisting for usage in any media, in any language, whatsoever including Syndication, and on the Websites.

"Syndication" means that the Company can Exclusively syndicate the Artwork for publication in any medium or format or language, worldwide, including without limitation within a foreign edition of the Magazine, subject to an obligation to pay the

Artist the fees as specified above in respect of the onward sale of the rights, if applicable. Syndication fees are subject to an overall cap £200 regardless of the number of Syndication deals in which the Artwork is used. Payment will be made to the Artist within 30 days of the Company itself receiving payment.

"Exclusivity" means the Artist guarantees exclusive use to the Company in accordance with this Agreement for the full period of copyright and thereafter in perpetuity.

"Websites" shall mean any website including without limitation www.jamiemagazine.com, www.jamieoliver.com and any of its sub sites, any Jamie Oliver related channels or networks available on YouTube or any other online or digital platform and www.jamieathome.com.

The Company, its assignees and licensees shall have the right to reprint the Artwork in other publications in any language. The artist warrants that all authors of any copyright works included in the Artwork and all persons who are featured in the Artwork have irrevocably and unconditionally consented to the exploitation of their performances in any and all media by any manner or means and have waived all rights which they may now have or which they may in future be entitled to pursuant to the provisions of the Copyright, Designs and Patents Act 1988 Sections 77, 80 and 84 and any other moral rights legislation which may in future be enacted in any part of the world and the Artist shall make full payment to such persons of all equitable remuneration (within the meaning of EC Council Directive 92/100) in respect of the rental or lending of their works and/or performances by the Company.

5. Artist's undertakings

The Artist warrants, undertakes and agrees with the Company that:

5.1 the Artist is fully authorised to confer the rights covered by this Agreement;

5.2 the Artwork shall be original to the Artist and shall not have been previously published or exploited in any part of the world and shall not be obscene, libellous, blasphemous or offensive to any religion, and shall not infringe any right of copyright, moral right, privacy right or right of publicity or personality or any other right whatsoever of any third party;

5.3 any facts featured in the Artwork are true and accurate and that he/she is lawfully empowered to assign the copyright granted by this Agreement to the Company in and to all Artwork.

5.4 the Artist shall be the sole author of the Artwork and the sole absolute unencumbered legal and beneficial owner of all rights of copyright and other rights in and to the Artwork but the Company shall own all physical elements of the Artwork which this Agreement provides are to be delivered to the Company;

5.5 property and title in and to all Artwork shall pass to the Company automatically on their delivery to the Company;

5.6 the Artwork shall remain confidential until first publication by the Company.

6. All Artwork created by the Artist as a result of this commission shall be subject to the rights granted to the Company and not just the material the Company chooses to publish. All illustrations and finished artwork produced shall be delivered to the Company on request, at the expense of the Artist. The Artist consents to the Company changing the Artwork to suit page or magazine layouts or any translation of any text within the Artwork. The Artist acknowledges the right of the Company to submit the Artwork to reasonable editing.

7. Credits

The Artists shall be entitled to a credit in any publication for his/her Artwork. The Company will use all reasonable endeavours to ensure any use by permitted third parties will credit the Artist as the illustrator of the Artwork.

8. Other terms

The Artist shall provide the Company with all reasonable captions to the Artwork produced (particularly in the case of illustrations) enabling the Artwork to be identified and interpreted easily - e.g. in the case of an illustration, a proper caption would identify the location, and date so far as possible and except where it is obvious, a short description of what is in the illustration.

The Artist shall indemnify the Company and keep the Company fully and effectively indemnified from and against all actions proceedings claims demands costs (including without prejudice the legal costs of the Company on a solicitor and own client basis) awards and damages however arising directly or indirectly as a result of any breach or non-performance by the Artist of any of the Artist's warranties, obligations or undertakings.

Where the Company is contracted to produce a publication for another publisher or Syndicates the Artwork, it is hereby authorised to grant a licence or assignment to that publisher of such rights as the Company has under this Agreement.

Unless and until a new commissioning form is signed by both the Artist and the Company in respect of a new commission, then the rights conferred by the most recent commissioning form so signed by both parties shall apply to such commission.

Nothing contained in the Agreement shall constitute a partnership or contract of employment between the Company and the Artist.

9. Confidentiality

The Artist shall keep the terms of this Agreement, the Fees and any information relating to the Company or the Magazine or any other obviously confidential information strictly confidential and shall not disclose the same to any third parties.

10. This Agreement is subject to English Law and the jurisdiction of the English Courts.