I have been issued a contract for making an artwork and the section on Intellectual Property Rights concerns me.

The company is wanting verification that the artwork is unique but then wants full Intellectual Property Rights signed over to them. My concern is that this could infringe on my rights to use aspects of the work in future works and could also leave the door open for them to have the work copied.

The further point of 6.3 also excludes the artist from any benefit from commercial gain from the artwork.

1. Is it usual to sign over the Intellectual Property Rights? Is it possible to suggest wording that means I retain the rights but they have use for certain purposes? If it is usual to sign the IP over, would I still retain Copyright to the work?

2.  Is is reasonable to expect some gain form the reproduction of the work, although I suspect this would not be forthcoming as they are a huge company and are getting work from loads or artists, mostly from Asia.

The contract is for Chinese Dream Ltd, a cruise company, and the contract states that all disputes are settled under Hong Kong law, which of course could be very different to UK law.

I have worked with SMC on many projects in the past and they have been excellent. This is the first time I have done anything for Chinese Dream, which is a relatively new client for SMC.

I have attached the full order and contract for your information in full confidentiality.

I notice that in a previous contract with SMC for previous client I did sign a contract signing over the Intellectual Property Rights on a piece... maybe this was not the right thing to do!

As the Intellectual Property issue is always present in contracts I would like to know where I stand rather than always having it nagging in my ind!

Thank you for your considerations.

Many thanks for your help.

Sally.