

Concept Artist Agreement

Submitted: December 10, 2018

Every Mind Online
c/o Intelligent Systems Lab

Danbee Kim
danbee@alum.mit.edu

PhD Advisor: Adam Kampff

1 Objective

Danbee Kim (hereafter referred to as the Author) is engaging Monica Keszler (hereafter referred to as the Artist) as a freelance illustrator. In collaboration with the Author, the Artist will develop and produce visual materials (hereafter referred to as the Work) for one chapter title page of the graphic novel *The First VIRS* (hereafter referred to as the Project). The Work will be completed according to a Project timeline, which has been agreed upon in advance. Artists will be paid upon completion of Project milestones, at a rate agreed upon in advance. Author and Artist will have joint ownership of the Work, which will be original work and free from plagiarism, under a Creative Commons License. Author will pay for all fees related to publishing the Project, and Artist will receive one free physical copy of the Project upon completion of the Project.

2 Deliverables

The Artist agrees to deliver to the Author the following visual materials:

Thumbnail proofs of Chapter Title Page
Black & White Chapter Title Page (1 page)
Coloured Chapter Title Page (1 pages)

More detailed specifications have been supplied to the Artist by the Author via an email sent with subject "[The First VIRS] Welcome, concept artists!" on September 11, 2018, and conversations on a Slack workspace dedicated to communications related to the Project. Specifications for deliverables can be changed subject to approval by both Author and Artist. Any work outside the scope of the Project outlined in the previously mentioned communications is subject to a separate agreement.

3 Schedule

The Project will be completed by no later than March 1, 2019. The Work for this Project will undergo a number of feedback and revision points, which will be guided by the timeline detailed below. For any dates listed, submissions should be made by 11:59PM UTC+00:00. Any deviations from this schedule will be clearly communicated and in a timely manner between Author and Artist.

November 16, 2018:

The Artist submits thumbnail proofs of Chapter Title Page to the Author.

November 23, 2018:

The Artist submits first draft of Black & White Chapter Title Page to the Author.

November 26-30, 2018:

Sometime during this week, the Author will host a workshop to solicit feedback on the Project.

Project Milestone 1 – December 14, 2018:

The Artist delivers final version of Black & White Chapter Title Page to the Author.

February 4-8, 2019:

Sometime during this week, the Author will host a workshop to solicit feedback on the Project.

February 15, 2019:

The Artist submits first draft of Coloured Chapter Title Page to the Author.

February 18-22, 2019:

During this week, the Author will host an exhibition of the Project and a party for all Project collaborators in London, UK.

Project Milestone 2 – March 1, 2019:

The Artist delivers final version of Coloured Chapter Title Page, complete with final typesetting, to the Author.

4 Terms and Conditions

4.1 Rate

The Author agrees to pay the Artist 40 GBP per page (hereafter referred to as the Rate) for Work delivered at each Project Milestone.

4.2 Payment

All payments will be made via Paypal from the research fund of Adam Kampff (hereafter referred to as the Project Advisor).

The Project Advisor agrees to pay the Artist the Rate upon delivery to and approval by the Author of the agreed upon Work at each Project Milestone (see section Schedule). If the Author does not approve of the Work, the Author will not use the submitted Work and the Artist will not be paid for unapproved Work. The Author will communicate either approval of submitted Work or feedback to be integrated into a revision within 7 days of submission by the Artist.

All payments will be made within 14 days of approval by the Author.

4.3 Warranties

The Author unconditionally guarantees that the graphic novel script and concept (hereafter referred to as the Source Material) created for the Project is original and free from plagiarism. The Artist unconditionally guarantees that the Work created for the Project is original and free from plagiarism.

In the event of any claim or suit arising from the use of the Work provided by the Artist for use by the Project, the Author agrees to hold harmless, protect, and defend the Artist. In the event of any claim or suit arising from the use of the Source Material provided by the Author for use by the Project, the Artist agrees to hold harmless, protect, and defend the Author.

The Artist acknowledges and agrees that because the Project is part of the Author's doctoral thesis, prompt communications and timely delivery are of the essence, and cancellation by the Artist will have enormous consequences on the Author's future career and well-being. The Artist shall use their best endeavours to deliver the Work to the Author by the agreed date and shall notify the Author of any anticipated delay at the first opportunity.

4.4 Ownership

The Author retains sole ownership of the Source Material and the full thesis document, including the final published version of the Project.

The Artist retains sole ownership of all artwork (including roughs and other materials) delivered to the Author over the course of the Project for purposes of feedback and iteration towards the final, published version of the Work.

At each Project Milestone, the Artist will provide the Work to the Author in the form of high-resolution digital image files. These files become the joint property of both the Artist and the Author upon acceptance of delivery, licensed under a Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International License (hereafter referred to as the License). For more information on this license, please see <https://creativecommons.org/licenses/by-nc-sa/4.0/>. Additional permissions beyond the scope of this license must be approved by both the Artist and the Author. During the currency of this agreement the Artist shall notify the Author of any proposed exploitation of the Work for purposes other than self-promotion and the Author shall have the right to make reasonable objections if such exploitation is likely to be detrimental to the Author.

The Artist agrees to forfeit any rights to any future creations based on the Source Material and on the Project.

4.5 Point of Contact

The Author will act as the primary point of contact during the Agreement for clarifying requirements for the design, aesthetics, and readability of the Work. The Author will be available to answer questions arising from the project within 24 hrs on workdays (subject to reasonable exceptions).

4.6 Project Communication

The Author will communicate with the Artist via a Slack workspace and a Github repository dedicated to the Project. Any approval through Slack by the Author will be considered official written approval.

4.7 Response Time

Within the duration of this Agreement the Artist will make every effort to reply to inquiries within 1 business day except where The Author has been previously notified of a period of limited availability.

4.8 Changes to the Source Material

The Author guarantees that no significant changes to the Source Material will be made after Project Milestone 1 on December 14, 2018. If the Author wishes to make any significant changes after this date, these changes must be approved by the Artist.

4.9 Publishing

The Author is responsible for choosing and paying for the physical publication of the Project. The Author will provide one free physical copy of the Project to the Artist.

4.10 Credit

The Artist will be listed in the Project credits as "Chapter Title Page Concept Artist", unless a specific alternative has been agreed upon by both the Artist and the Author. A link to the Artist's website and/or portfolio may be placed on the Author's web site as part of a list of the Author's collaborators. A link to the digital publication of the Project may be placed on the Artist's website as part of the Artist's portfolio.

4.11 Penalties

If the Artist is unable to fulfil the Project Milestones (or agreed alternate deadline), the Artist will incur a deduction of 25% of the Rate per day past the deadline, until the Artist fulfils the Milestone. The Author may (unless the delay is the fault of the Author) make time of the essence and terminate the agreement without payment to the Artist in the event of the Artist failing to meet the agreed date.

If the Artist terminates the agreement, the Artist will refund all payments made for previous Work submitted, and will pay a penalty equal to 25% of the previous payments made for the Work.

If payments for approved Work is delayed, the Artist may require the full payment plus 25% interest per annum. If the Author terminates the Project, the Project Advisor will complete payments for all Work approved thus far.

5 Sole Agreement

The agreement contained in this "Concept Artist Agreement" constitutes the sole agreement between the Author and the Artist regarding the Project *The First VIRS*. Any additional work not specified in this contract must be authorized by a written change order. All prices specified in this contract will be honoured up until the Project completion date.

6 Acceptance

Any change to this contract shall be subject to mutual written agreement of the parties.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business as of the date written below:

The Artist

Monica Keszler

Signature: _____

Print Name: _____

Title: _____

Date: December 10, 2018

The Author

Danbee Kim

Signature:  _____

Print Name: Danbee Kim

Title: PhD Candidate

Date: December 10, 2018

The Project Advisor

Adam Kampff

Signature: _____

Print Name: _____

Title: _____

Date: December 10, 2018