

Memorandum of Understanding

between

Dominique Duong

and

Sainsbury Wellcome Centre for Neural Circuits and Behaviour

January 29, 2019

With reference to the above it is agreed that Dominique Duong ('the Artist') will take the position of Chapter Illustrator with the Sainsbury Wellcome Centre under the conditions stated below:

Agreement Details

<i>Job Title:</i>	Chapter Illustrator
<i>Project:</i>	The First VIRS ('the Project')
<i>Hours</i>	N/A
<i>Duration</i>	Until March 1, 2019
<i>Payment</i>	Payment to be made on submission of an invoice; frequency of invoice submission to be determined by the consultant. The Author agrees to pay the Artist 40 GBP per page (hereafter referred to as the Rate) for Work delivered at each Project Milestone.

Responsible to: **Danbee Kim ('the Author') and Adam Kampff ('the Project Advisor')**

The duties agreed to be undertaken are as follows (hereafter referred to as 'the Work'):

- Character Designs (varies by chapter)
- Story Boards
- Black & White Chapter Pages (12 pages)
- Coloured Chapter Pages (12 pages)

In collaboration with the Author, the Artist will develop and produce the Work (detailed above) for one chapter of the graphic novel The First VIRS (hereafter referred to as 'the Project'). The Work will be completed according to a Project timeline, detailed below. Artists will be paid upon completion of Project milestones, at the Rate detailed above. 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.

For the duration of the agreement your normal place of work will be **<BUSINESS ADDRESS OF ARTIST>**.

Your hours of work will be scheduled around your commitments and according the following project schedule:

October 31, 2018:

The Artist submits first draft of Character Designs and Story Boards to the Author.

November 16, 2018:

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

Project Milestone 1 – December 7, 2018:

The Artist delivers final version of Character Designs and Black & White Chapter Pages to the Author.

February 1, 2019:

The Artist submits first draft of Coloured Chapter Pages with typesetting to the Author.

Project Milestone 2 – March 1, 2019:

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

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 above. 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.

With reference to the above the following terms and conditions have been agreed:

1. All arrangements related to travel and accommodation will be the Artist's own responsibility;
2. All expenditure directly related to the duties above will be reimbursed by the Sainsbury Wellcome Centre (on production of proper receipts);
3. Public liability insurance is the responsibility of the Artist;
4. The Artist will provide any necessary equipment;
5. Conduct and timing of the work will be for the Artist to organise, and work may be conducted outside of usual working hours if appropriate;
6. 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.
7. Within the duration of this Project 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.
8. 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.
9. 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.
10. 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.
11. The Author retains sole ownership of the Source Material and the full thesis document, including the final published version of the Project.
12. 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.
13. 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.
14. The Artist agrees to forfeit any rights to any future creations based on the Project.
15. 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).
16. 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.
17. The Artist will be listed in the Project credits as "Chapter Illustrator" and "Chapter Colourist", 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.

This offer does not represent a contract of employment, and whilst in post you will not be an employee of the Sainsbury Wellcome Centre.

I confirm on behalf of the Sainsbury Wellcome Centre that I agree and will abide by the terms and conditions listed above.

Signed:.....Position:.....

Date.....

I confirm that I agree and will abide by the terms and conditions listed above.

Signed:.....Position:.....

Date.....