

AU-IPipp41

## **Graphic design contract: logo or other artwork**

**This agreement is dated [date]**

and made between:

ABC Limited, a company incorporated in the Commonwealth of Australia **[under Australian Company Number [number] and]** whose registered office is at [ ] (“ ”);

and

Creative Spark, whose private address is: **[address]**, (“ ”).

**It is now agreed as follows:**

## **1. Definitions**

“Confidential Information” means all information about ABC Client, including any information which may give a commercially competitive advantage to

:

Information about staff, their performance and

Information about the Intellectual Property and all aspects of

;

Information created or arising from this agreement;

Information, comment or implication published on

“New IP”

means any intellectual property:

Written, discovered or arising from this Project or from the activity

;

Whether or not created by Creative Spark;

Whether after specific consideration or by accident;

Even if created by a partner, employee or sub-

contractor of Creative Spark outside

“Project” means the particular piece of work to be undertaken by Creative Spark for ABC

“Work” means work on the Project.

## 2. Interpretation

In this agreement:

- 2.1. A reference to one gender shall include any or all genders and a reference to the singular may be interpreted
- 2.2. Any agreement by any party not to do or omit to do something includes an obligation not to allow some
- 2.3. The words “without limitation” shall be deemed to follow any use of the words “ ” “ ”
- 2.4. This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement

## 3. Relationship of parties

- 3.1. Nothing in this agreement shall create a partnership,
- 3.2. Neither party shall have, nor represent that he

## 4. Work under this contract

- 4.1. This agreement takes effect immediately.
- 4.2. Following completion of the Project, ABC Client shall have [\[30\]](#)
- 4.3. If ABC Client rejects the Work, Creative , [ 21 ]
- 4.4. Details of
- 4.5. Either party may terminate this agreement on [\[7\]](#)
- 4.6. ABC Client may cancel a Project at any time. If it does,

## 5. New IP

- 5.1. In completing this project,
- 5.2. For the purpose of copyright law in any country or jurisdiction,
- “ ” “ ”
- 5.3. Creative Spark agrees that he will not:
- 5.3.1 claim nor register any intellectual property right relating to
- ;
- 5.3.2 represent that he is the owner or originator

;

5.3.3 publish any words or take any action whatever, which tend to denigrate , ,

,

;

.

5.4. For the sake of good order, Creative Spark now assigns to

,

,

,

.

5.5. Creative Spark agrees to waive his right (if any)

.

5.6. Creative Spark undertakes to do whatever is necessary from time to

.

.

## 6. Payment

6.1. Within [seven] days of completing the ,

[

].

6.2. The invoice shall specify the bank name, bank ,

,

,

,

.

6.3. No expense or extra cost

.

6.4. Payment shall be made by ABC Client within [ 14 ]

.

## 7. Confidential Information

7.1. All Confidential Information and other data, supplied by ABC Client to Creative ,

,

7.2. Creative Spark is aware that, as a result of this agreement,

7.2.1 except as provided in this

7.2.2 not use the Confidential Information in any

7.2.3 not store, copy, or use the Confidential

[ . . . ]

7.2.4 keep all records of

7.2.5 keep all records only at the address

7.2.6 use his best endeavours to keep confidential (and

7.3.

## 8. Warranties concerning Work by Creative Spark

Creative Spark warrants as follows:

8.1.

8.2.

;

8.3.

,

,

,

,

,

;

8.4.

.

## 9. Indemnity by Creative Spark

9.1.

,

:

9.1.1

;

9.1.2 his breach of this agreement;

9.1.3

;

;

9.2.

(

)

,

,

,

,

(“

”)

.

## 10. Taxation

10.1.

,

.

,

-

.

10.2.

## 11. Miscellaneous matters

11.1.

11.2.

11.3.

11.4.

11.5.

11.6.

It shall be deemed to have been delivered:



72 ;

24 ;

-

- : 24

-

. [

- .

,

.]

11.7. ,

[ ]

[ ].

Signed by [personal name] on behalf of [ABC Client] as its representative who personally accepts liability for the proper authorisation by [ABC Client] to enter into this agreement.

Signed by Creative Spark personally

## Explanatory Notes:

**Graphic design contract: logo or other artwork**

## Paragraph Specific Notes:

Notes referring to specific paragraphs

### 1. Definitions

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

The definition relating to the subject matter of the agreement requires particular care on your part. The better you can define it,

As for words chosen - that is for you. We have used "Creative Spark" for the contractor. You can change to some derivation of their real name or use a legal

By all means use the search/replace function in your word processor to change them. However, if you do change the defined word, make sure

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

### 2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered

### 3. Relationship of parties

We have no comment

### 4. Work under this contract

Sets up basic procedure. Edit freely.

### 5. New IP

New IP is a defined term. This is a most important provision, particularly if you are dealing with a contractor based abroad. International law on who owns newly created intellectual property is complicate and muddled. Copyright law in most jurisdictions assumes

## **6. Payment**

This is a suitable system. We have no

## **7. Confidential Information**

A full provision to cover this important subject.

## **8. Warranties concerning Work by Creative Spark**

This is a

## **9. Indemnity by Creative Spark**

This paragraph is cleverly worded to protect all your people as individuals as

## **10. Taxation**

A basis of taxation can change at the whim of a government.

## **11. Miscellaneous matters**

A number of special points. We have identified each of these as

**End of notes**