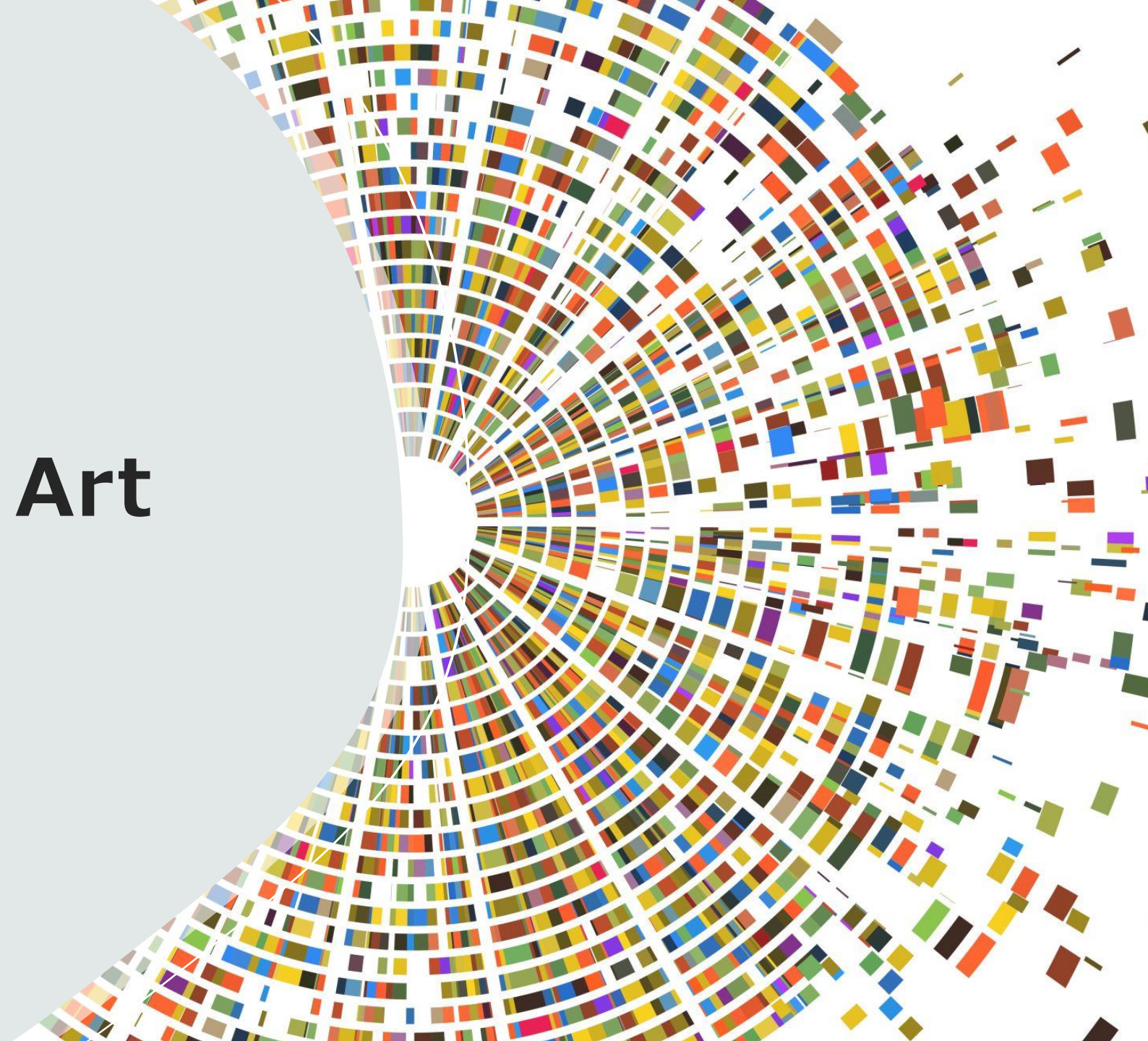
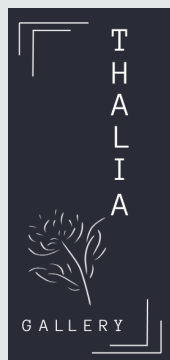


IP Rights & Art

The basics





What is it ?



Intellectual property rights helps to protect the creations of individuals.

It protects scientists, innovators, inventors, artists, researchers, authors, and all categories of people using their creativity and intellect to produce a tangible or intangible output.

It can be a concept, a brand, a visual, a song, a sculpture, a design etc.

Everyone has the right to protect their creations, the IP rights ensure that the **original creator** can always **benefit from any commercial use, direct or indirect.**

Let's make an example



1. You find on **Instagram** a very beautiful **photo** of Greece, you decide to **save** it on your computer and **use** it as a **background in your laptop**.

Are you allowed to do so regarding IP rights ?

→ Yes, you can do this – you don't infringe IP rights as it is for **your personal use**

Let's make an example



2. You have **copy pasted a digital image from a very well-known artist** in the US and you decide to print it in a bottle and to **sell it**.

Are you allowed to do so regarding IP rights ?

→ **No, you are infringing the IP rights** of the other artist. You cannot use the creations of another artist for commercial use without their written approval.

Please note that in general the use of creations from another artist for commercial purpose will lead you to pay royalties to him/her, unless the artist explicitly stated that a commercial use of his/her production can be made royalty-free.



2

For whom ?



For **all individuals**.

You do not need a company or a freelance status to enjoy intellectual property rights.

Be careful



You can **benefit from it** but you are **also liable to it**. Therefore, if you use another's creation, you must indicate the original creator. Otherwise, you are infringing the law.

Let's make an example



1. You have created an artwork for the very first time, but you **do not have a diploma** from the School of Fine Arts, you **do not have a freelancer status**. Despite this, you try to show your work in a gallery to promote it.

Can you claim IP rights on this work without the status of professional artist ?

→ **Yes**, the status of professional artist is not required to be deemed an original creator. You can benefit from your IP rights in the same way that other creators do.

Let's make an example



2. You have **created a painting** with the view of the **sea** and a **mermaid**. You have used **watercolours**, the painting is 50x70 on **stretched canvas**. Few days after, you discover that one of your **Instagram followers has made one very similar**.

Can you claim your IP rights over this creation that looks like a copy ?

- **Maybe.** For a creation to be protected by intellectual property, it must pass the test of originality, which is a subjective one. According to this, one must assess whether under similar circumstances and with the same goals, another creator could have created the same work. If the answer is no, the artwork is protected. If the answer is yes, it is not protected.



How long the IP last ?



Forever or almost.

Your **intellectual property rights remain yours** for **all your lifetime** and then continues for **70 years after** your death (transferred to your heirs).

As creator of an original work, you have a right to receive a royalty based on the sale price obtained for any resale of your work, subsequent to the first transfer of the work by the author.

The **resale right is complex** when it intervenes in a non-EU country. In EU the harmonization of the regulations prescribed a minimum of 4% for a sale of less than 50 000 euros excl. VAT.

The resale right applies only when a professional of art market is involved.

Let's make an example



1. You have sold your creation titled 'Freedom' to an **art foundation** for 10 000 euros excluding VAT. This art foundation is **reselling** your artwork 20 years after for 25 000 euros excluding VAT.

Can you have any financial benefits linked to the reselling of your work ?

→ **Yes**, even if the ownership of the creation has changed your **IP rights remain in force**. The resale right will be due to the original creator for a minimum of 4% of the selling price excluding.

Please note that percentage and regulation might evolve every year, make sure to cross check the rules in force with your legal advisor.

Let's make an example



2. You **sell or donate** your creation titled 'Truth' to a **person** you know. **This person sells** your artwork 3 years later for 20 000 euros to another person.

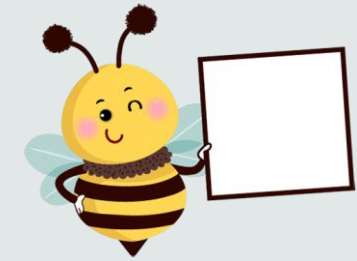
Can you have any financial benefits linked to the reselling of your work ?

→ **Unfortunately, no**, without an art professional involved in the transaction you cannot benefit from the resale right.

A large, bold, black number '4' is centered on a white background. The number is overlaid with a white circle and a black crosshair consisting of a vertical and a horizontal line intersecting at the center of the circle.

4

How to protect your IP



-
1. Find your **unique artistic touch** to be recognizable and clearly identifiable. It will make it easier to claim your IP over people copying it.
 2. **Always make a note in your public posts** (social media and website) that the works are your creations, are protected by copyright and reproduction is not allowed.
 3. **Time-stamp** your works either by sending a copy of them (digital or physical) by post to yourself and keep it sealed or by using your country's Intellectual Property Organization's time-stamping service. This is proof to an infringer that you were the first to create it.
 4. **Ensure you have written agreements in place** with art professionals acting on your behalf.
 5. Issue **certificates of authenticity signed** by you.
 6. **Keep track** on what you create and what is sold per type of selling channel.



5

IP rights in a contract



A contract can take different forms (paper, electronic, contract, terms and conditions, emails etc).

The contract lays down:

- The **role** and **responsibilities** of each party
- The **conditions** of the collaboration
- The **obligations** of each party

Some principles are presumed by law:

- Mutual **loyalty**
- Acting in **good faith** of all conditions and obligations of the contract



The certificate



It is recommended to produce **one certificate for every creation in 2 copies (one for you as creator, the other for the buyer)**, with the information listed below:

Artist name	Unique reference number
Title	Standard sentence such as <i>"This certificate of authenticity and the information contained herein constitute the right of ownership of the work."</i>
Medium	
Size	
Year of creation	Date of signature
Photo of the artwork	Signature of the artist
Place of the signature	



How to keep track ?



To ensure the best promotion of your work, by yourself and other cultural professionals you need to keep track of all your creations:

- All information from the certificate
- Date of sales
- Channel (online, gallery, agent etc)
- Country of the customer
- Keep a copy of the contracts and agreements signed (alternatively the terms and conditions approved).



Dos and don'ts ...



-
1. **Expressly choose whether or not derivative works** can be made from your artwork and be aware that you are entitled to request a fee for authorizing the creation of derivative works.
 2. Do **not accept changes** in the **conditions and obligations** between the artist and the other professionals after it has been **concluded**. Changes can be done only based on **mutual agreement**.
 3. Do **not sign** a contract or similar if the terms are **not clear**.
 4. Choose where and how your creations are made available to the public. The use of your name and creation must be done in **accordance with your expectations**.
 5. **IP rights do not exempt you to pay the due taxes**.



Any questions ?

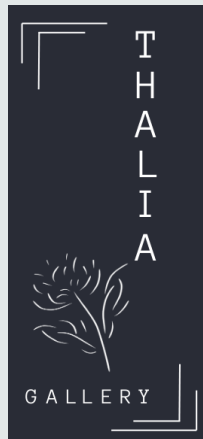


Artistic collaboration, curation,
projects, art exhibition

Thalia Gallery – Audrey Alamy

thalia.artspace@gmail.com

698 404 3492



Legal advice, contract review, support
in resale rights and IP rights

Art Secure – Phoebe Kouvelas

phoebe@artsecure.gr

693 868 1753





Thank you

