



hahndiekcreative

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ARTWORK LICENSING AGREEMENT

This Artwork Licensing Agreement (the "AGREEMENT") is entered into effective this date, March 25, 2019 between **Amy-Jean Hahndiek** ("ARTIST") and **Eric Todd Quinto** ("CLIENT"). All references to the Client in this Agreement shall include Client's parent companies, affiliates, and subsidiaries.

Scope of this Agreement

This Agreement applies to a selection of digital assets, including:

- an illustration of Table Mountain
- a composite illustration of three proteas and Table Mountain
- a protea "frieze" illustration
- a single protea illustration

created by the Artist and delivered to the Client (collectively known as "IMAGES"). This Agreement governs the relationship between the parties and in no communication or other exchange, shall modify the terms of this Agreement unless agreed to in writing.

Rights

All Images and rights relating to them, including copyright and ownership rights in the media in which the Images are stored, remain the sole and exclusive property of the Artist. This license provides the Client with the limited right to reproduce, publicly display, and distribute the Images for the sole purpose of promoting and supporting the

*Conference on Modern Challenges in Imaging
In the Footsteps of Allan MacLeod Cormack
On the Fortieth Anniversary of his Nobel Prize*

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in the form of digital and printed assets, including but not limited to name tags, presentations, banners and programs.

Images used for any purpose not directly related outside of those terms must be with the express permission of Artist and may include the payment of additional fees, unless otherwise agreed to in writing. Thus Images may not be sold, modified or re-purposed.

Relationship of the Parties

The parties agree that Artist is an independent contractor and that neither Artist nor Artist's employees or contract personnel are, or shall be deemed to be, employees of Client. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Artist and the Images or any other deliverables prepared by Artist shall not be deemed a work for hire as defined under Copyright Law. All rights granted to Client are contractual in nature and are expressly defined by this Agreement.

Delivery

Artist may select delivery of Images in JPEG, TIFF, PNG, or other standard formats at a resolution that Artist determines will be suitable for the Images as licensed. It is the Client’s responsibility to verify that the Images are suitable for reproduction and that if the Images are not deemed suitable, to notify the Artist within five (5) business days. Artist’s sole obligation will be to replace the Images at a suitable resolution but in no event will Artist be liable for poor reproduction quality, delays, or consequential damages. Unless otherwise specifically provided, Artist is not responsible for providing images 1) larger than 8”x10” at 300 dpi or 2) in a format higher than 8-bit or in RAW format. Artist has no obligation to retain or archive any Images delivered to Client.

Fees

Artist agrees to complete and deliver the Images pro-bono, thus waiving the standard fee. The Images are royalty-free and the Artist withholds any royalty obligations from the Client, within the usage rights of this agreement.

No Exclusivity

This Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Artist, and Artist shall be entitled to offer and provide services to others, solicit other clients and otherwise advertise the services offered by Artist.

Indemnification

Client will indemnify and defend Artist against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation or any use of the Images or materials furnished by Client.

IN WITNESS WHEREOF, the parties have caused this Artwork Licensing Agreement to be duly executed as of the dates written below.

Eric Todd Quinto

By: _____ Name: _____

Title: _____ Date: _____

Amy-Jean Hahndiek

By: _____ Name: _____

Date: _____