

Agreement

Hereby I, _____ <name> ,

_____ <city and state> , as licensor, grant to the licensee, G. Smith, Author, Vienna, Austria, a non-exclusive, timely and territorially unlimited permission to use my work (picture, photography, drawing et cetera) in context with his own literary work, meaning that the text of the licensee will be readable in front of my work, as a part of a collective edition (to be published online – especially on licensee’s website – and/or offline as well) consisting of such kind of compilations of graphic works of different creators on the one hand and literary works, mainly of the licensee, on the other.

Additionally the licensee shall have the right to edit my work. In particular he is legitimated to alter, to trim and to arrange my work, always in connection with its use together with licensee’s literary work.

I guarantee that the name and address provided above is my real name and address and that each work I send or will send to the licensee was solely created by me personally and no another person (for example co-author, lecturer, agent et cetera) has any right over it. I did not assign to third parties any right on the work of which could be relevant for licensee’s usage. I indemnify and hold harmless the licensee against all claims, damages and legal proceedings arising from any violation of this paragraph.

The licensee has the right but no obligation to use and to publish my work.

He has also the sole right to decide upon the choice and order in which his work shall be combined with my work and which other works shall be included in the same collected edition. Though the licensee intends first to publish a number of his lyrics which shall be combined with graphic works and, subsequently, all interested creators of graphic works may have the opportunity to express their wish with which lyric their graphic work should be combined. Nevertheless, there is no obligation of the licensee to give this opportunity and/or to satisfy the wishes but is free to decide upon the combination on his own.

If I refuse the concrete compilation of the licensee’s text with my work – because of the content of the text for example – I have the right to revoke my consent to the publication regarding online publications of the licensee as early as possible. I have the obligation to personally contact and request the licensee to do so first, in order to prevent any costs due to my withdrawal. The licensee will remove my work or his text within a reasonable time after receiving my withdrawal from the online publication. However, all possible claims on the licensee are ruled out.

The present permission is free of charge and/or any right of participation.

The licensee may not sublicense the right to (respectively the exploitation of) my work.

I maintain the right to exploit my work in any way also simultaneously to the authorized use of the licensee.

If he uses my work, he will send me, in due course after his publication, a note with a link to the publication.

The licensee is not under obligation to provide the publication of my work directly with my name or alias (copyright notice) but shall mention me as creator of said work in an adequate way. It is understood as sufficient if my name appears in a published list of all authors and creators of compilation's works with a reference to the corresponding work.

The licensee shall mention in an appropriate way in every edition that copying and distributing or making available to the public those works being part of the compilation in any way is not allowed without prior agreement with their authors.

I accept that the collective product that may be published by the licensee will probably be accompanied by advertising banners (or the like).

This Agreement is subject to Austrian Law. Vienna is agreed as the exclusive place of jurisdiction.

_____ <place>, _____ <date>

Signatures:



Licensor

Licensee (G. Smith)

Full name:	<input type="text"/>		
Name or alias to be used in publication: (leave blank to stay anonymous)	<input type="text"/>	not required	
Address:	<input type="text"/>		
ZIP-Code:	<input type="text"/>	Country:	<input type="text"/>
E-mail:	<input type="text"/>		
Picture(s) intended for the following poem(s):	<input type="text"/>	not required	I am an adult: <input type="checkbox"/>

Image(s) of work are attached or following. They are sent in the highest possible resolution/quality as .JPG, .JPEG, .PNG, .TIFF, .RAW or .PDF files.