

From: [REDACTED]
To: [FN-OMB-IntellectualProperty](#)
Subject: Strengthen & Clarify Copyright Laws re Graphic Artists
Date: Monday, March 22, 2010 6:45:48 PM

Re: White House Seeks Artists' Comments to Improve Copyright Protection
Per: The Illustrators Partnership

3/22/10

I have been a successful graphic artist representative for 34 years as owner of Hedge Graphics representing ten illustrators nationwide to ad agencies, corporate and packaging design firms, marketing and brand managers, and art buyers.

I have fought alongside other reps and artists from early on, going back to the 1970s, advocating for fairness and security on behalf of illustrator and photographer rights. Every decade produces a new crop of art buyers and clients who need to be educated about and collaborated with when it comes to fearlessly upholding the rights of creators while still remaining "user-friendly" and acquiring projects in order to make a living, pay the mortgage, raise a family, and contribute to the field.

I also support the phase-out of the term "buy out" as confusing legally and morally, and its more intelligent replacement by terms that clearly define what usages are being transferred for the fee agreed upon. Ergo, the "unlimited exclusive" or if appropriate, the "limited exclusive" and other such terms.

I am duty-bound to also prevent any assumptions by buyers of artwork as to usage rights, and I do so using terms that prohibit sale to third parties, licensing rights to for-profit items such as T-shirts, etc. Unless, of course, we all agree to this up front and the fee is commensurate.

There is no reason for an artist to sell, or be coerced to transfer or release, the copyright to the original artwork he has created, whether from his own concept or based on a client's provided "layout" concept, whether created traditionally or electronically. Fierce advancement of this, while also assuring and convincing the client's legal department that they, indeed, can copyright all the agreed-upon media *usages* that will contain, bear, or carry the artist's artwork image, is important.

If the client wants, and can pay the price for, complete assurance that the artist's artwork will never, ever be reproduced elsewhere (except for self-promotion and portfolio use) either by a competitive, nor noncompetitive, entity, the above procedure is that assurance, and contracts should be rewritten by corporate attorneys with this understanding.

So, the artist owns his copyright because he can then continue to be able to claim creatorship of that artwork (his "stock in trade"), and prevent its "disappearance" into the ether, and the client owns copyright to all or some, exclusively or nonexclusively, usages, depending upon the mutually-set contract.

Work-for-hire is another bugaboo. How can an independent contractor work for hire, as though he were suddenly catapulted into the client's corporate staff complete with benefits, taxes, and other employee paycheck widgets? I have actually been presented with both Work-for-Hire AND Independent Contractor documents to sign from the same client!

These are hard times. Corporations are more rigid and possessive than ever concerning

independent contractor artwork usages, and they wield a heavy legal hammer. And artists are digging in to preserve what shred of financial control and professional creativity they can in a world that is stealing artwork off the internet.

Joanne Hedge
Artist Representative
HEDGE GRAPHICS

(818) 244-0110
FAX 244-0136



[Twitter.com/hedgereps](https://twitter.com/hedgereps)

This message contains information which may be **confidential and privileged**. Unless you are the intended recipient (or authorized to receive this message for the intended recipient), you **may not use, copy, disseminate or disclose** to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail, and delete the message. Thank you very much.