

# PUBLISHING AGREEMENT BETWEEN

THE PUBLISHER THE ARTIST MADS – Magazine d'Art Des Saigon First name: 60/46 Phan Chu Trinh, Ward 24 Last name: District Binh Thanh Street address: 70000 Ho Chi Minh City Street address: Zip/Postcode: Vietnam Country:\_\_\_\_ Telephone: + www.mads.asia Email address: welove@mads.asia

## USAGE RIGHTS – MADS – MAGAZINE D'ART DES SAIGON (HEREAFTER MADS)

- 1.1 Copyright, intellectual right and ownership of the images will remain with the artist at all times. The artist grants MADS permission to use the images in the context of an article about the artist and their work.
- 1.2 MADS will use the images in an online PDF version (hosted by Issuu), MADS website and MADS print on demand magazine based on the PDF version.
- 1.3 The artist grants MADS the rigth to use one or two selected images to promote the photographer, MADS and the article on social media. Main outlets are Facebook, LinkedIn, Twitter and Instagram. The artist will have credits, ©Artist Name.

#### USAGE RIGHTS - THE ARTIST

- 2.1 MADS retains the intellectual copyright and property rights of the layouts and the integrity of the MADS online experience.
- 2.2 The Artist can use MADS's logo on their website/agent website when referencing the published MADS article as long as it is linked back to www.mads.asia.

- 2.3 The artist acknowledge and identify MADS as the author of the article.
- 2.4 MADS will provide the artist with a PDF proof of the article as it appears in the PDF and Print-on-demand version. The same text and images are used for the website article.

#### Fees

- 3.1 The is no fee payable by the artist to MADS, nor any fee payable by MADS to the Artist.
- 3.2 MADS offers a free PDF file of the magazine as well as free access to MADS's website. The printed magazine is Printon-demand and cannot be offered for free. The artist must buy a printed copy of the magazine if they wish.

## COPYRIGHT PROTECTION

4.1 MADS values your copyright and will never sell any of the artist's images to a third party for commercial gain, nor give away under any circumstances for any use.
4.2 MADS cannot be liable for any third party copyright infringement.

#### THE ARTIST'S INDEMNITY

5.1 The artist warrants/agrees that the artist is the sole author and sole owner of the copyright of the image and has the right, power and authority to enter into an agreement with MADS. The artist further agrees that the images submitted do not infringe on any person's right to privacy. All necessary model releases required will be made available by the artist on request and the artist indemnifies MADS from any court action that may result from any injured party, real or imagined, that may result in harm due to public exposure. The artist indemnifies MADS against any action, suit or legal challenge in the event of any breach of the aforementioned clauses.

### IMAGE REPRODUCTION

- 6.1 Images must be supplied as JPEG/ TIFF/PSD at 300 dpi. A 24 mega pixel file, 6000x4000 pixels as a minimum for best quality. MADS's designers will resize to fit the various layout templates, both print and online.
- 6.2 Files can be emailed with a download link to welove@mads.asia

Mads Monsen is the authorised signature of MADS

Signed on behalf of MADS

Signature of the Artist

Date & Place

