

Agreement on management of copyrights

1. Authorization for management of copyrights

The artist hereby grants VISDA the mandate to manage the copyrights for all his or her works of visual art by reproduction (from here on called "use") in any connection with the territory of Denmark. Furthermore, the artist refrains from entering into new agreements concerning reproduction within the same territory.

The artist may choose to make his or her works freely available to any user, but must give VISDA notice of such agreements.

This agreement shall not apply to reproductions under an Extended Collective License under the Danish Copyright Law.

2. When the artist gets contacted, before permission is given

The artist is always contacted when a user requests to use works in:

- political, religious or advertising contexts,
- cropped, overwritten or otherwise altered form
- monograph
- merchandise
- 3D and artistic reproductions

In other cases, the artist is contacted if VISDA estimates that the requested use is of a special and/or unusual character.

3. VISDA's duties

VISDA charges for use of the works and distribute remuneration to the artist after deduction of administrative expenses. VISDA's board of directors, consisting of representatives of the artists' own organizations, determines the administration rate. Currently, it is 20% of the payment for the use of the specific works.

VISDA requires the artist's name to be disclosed in connection with use of the works, and that the works are not used in a manner that violates the artist or the work.

VISDA takes care of the artist's copyrights in Denmark.

If the artist's works are reproduced without permission, VISDA can contact the user and charge for the unauthorized use. If it is not possible to reach to an agreement with the user, VISDA will advise the artist on the possibilities to legally prosecute the user. In each case, VISDA will determine whether or not to assist the artist and amongst these assisting with legal action.

VISDA is not obliged to compensate for the amount that cannot be collected from a user. VISDA is entitled to deduct any collecting expenses in the payment to the artist.

4. The artist's duties

The artist accepts VISDA's pricing, terms of use and the usual administrative practice for the management of copyrights.

The artist must keep VISDA informed of address, e-mail address, phone number and bank account number, in order for VISDA to distribute remuneration and contact the artist.

5. Termination of the agreement

Both parties may at any time terminate the contract with 3 months written notice.

The agreement may be terminated with immediate effect by either party, if the other party is in serious breach of their obligations under the agreement.

In the case of the artist's death, this agreement is formed between the heir(s) of the copyright and VISDA. If copyright is inherited by several heirs, the heirs must designate a contact person who can make binding decisions about the use of the works, and who is legally entitled on behalf of all the heirs to enter into this agreement.

Agreements with users that VISDA has signed on behalf of the artist, before the date of termination, are not affected by termination.