



**DACS**

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# **Design and Artists Copyright Society Copyright Licensing Membership Agreement Term Sheet**

**Established by artists for artists,  
DACs is a not-for-profit visual artists'  
rights management organisation.  
[dacs.org.uk](http://dacs.org.uk)**

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# Welcome to DACS: Your Membership Agreements

## Copyright Licensing Membership Agreement Term Sheet

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### Parties

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#### DACS

#### Owner

#### **DESIGN AND ARTISTS COPYRIGHT SOCIETY,**

a company limited by guarantee having its main place of business at 33 Old Bethnal Green Road, London, E2 6AA, England

#### **DATE**

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### Introduction

The Owner wishes to appoint DACS to manage the Rights in the Works by becoming a Copyright Licensing Member.

Most Owners may also apply to be Members of DACS under company law. This allows them to attend annual general meetings and have voting rights. The requirement for Membership is that the Owner permits DACS to exercise Copyright Licensing Rights and the Secondary Rights in the Works in all Industry Sectors.

The Owner is eligible and will become a Member of DACS upon full execution of this Agreement.

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### Main terms

#### Works

All Works created by the Artist alone, and

All Works created by the Artist with others (to the extent of the Artist's contribution to the Work), such Works currently in existence having been listed by the Owner in Schedule A showing the percentage share of the Work contributed by the Artist.

#### Restrictions

Existing Restrictions: The Owner shall set out in Schedule A any restrictions or rights in Works that have been assigned or licensed exclusively to another party.

Future Restrictions: During the Term the Owner must notify DACS by email to [membership@dacs.org.uk](mailto:membership@dacs.org.uk), or as otherwise specified in the Terms and Conditions, of any restriction in the Rights in a Work, and DACS's rights in such Work shall remain in full force and effect until it receives such notice.

#### Rights

Copyright Licensing Rights and Secondary Rights in the Works

#### Territory

World

#### Term

This Agreement shall commence on the date set out above, and shall continue until terminated by either party in accordance with clause 10 of the Terms and Conditions.

#### Membership of DACS

The Owner satisfies DACS's membership requirements and will become a Member of DACS upon full execution of this Agreement.

The Owner acknowledges that, if admitted as a Member, the Owner's name and address (this can be a studio or 'c/o' address) shall be on DACS's register of members and publicly available as and when required by law.

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## Special Stipulations Owner's Status

### Approvals

DACS does not need to seek the Owner's approval when exercising the Rights, save only for:

- any licence of a Work outside of the Standard Uses set out in the Terms and Conditions
- any advertising or merchandising uses of a Work

All requests for approvals shall be sent to the Owner's Email Address or, if an email address is not given, the Owner's address set out at the start of these Deal Terms.

See Clause 3 of the Terms and Conditions for the Approvals process.

### Owner's Email

### Other

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## Explanation and interpretation

Capitalised terms shall have the meanings given to them in this Term Sheet or as set out in the Terms and Conditions.

This Agreement is comprised of this Term Sheet, the Membership Agreement Terms and Conditions dated May 2018 and the Distribution Policies, all set out at [www.dacs.org.uk](http://www.dacs.org.uk).

The full Membership Agreement Terms & Conditions can be found on DACS website at:

[https://www.dacs.org.uk/DACSO/media/DACSImages/news\\_events/2018-DACS-Copyright-Licensing-Terms-and-Conditions\\_1.pdf](https://www.dacs.org.uk/DACSO/media/DACSImages/news_events/2018-DACS-Copyright-Licensing-Terms-and-Conditions_1.pdf)

**Please tick this box to confirm you have read the full Membership Agreement Terms & Conditions.**

By signing this Term Sheet the Owner acknowledges that it has read and understood the Terms and Conditions and the Distribution Policies.

As a Member of DACS, the Owner will also be bound by the Articles, a copy of which can also be found at [www.dacs.org.uk](http://www.dacs.org.uk).

Personal information provided on this Term Sheet will be used for the purposes of entering into this Agreement and its performance. DACS' Privacy Policy applies to all personal information supplied by you. Please refer to DACS' Privacy Policy at [www.dacs.org.uk/about-us/privacy-policy](http://www.dacs.org.uk/about-us/privacy-policy) for more information on how DACS may collect and use personal information and who it may be shared with.

## Schedule A

**Works created by the Artist with others or incorporating the work(s) of a third party with the permission of that third party:**

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Artwork title

Name of other artist/s or title of third party work

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## Welcome to DACS: Your Membership Agreements

### Membership Agreement Term Sheet

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#### Signature boxes

Please ensure you have ticked the boxes above to confirm you have read the full Membership Agreement Terms & Conditions, before signing below.

<b>Membership Agreement</b> <b>Copyright Licensing Agreement</b>	
<b>Signed by owner</b>	
Signature	Print name
Title	Date
<b>Signed by each individual making up the owner</b>	
Signature	Print name
Title	Date
Signature	Print name
Title	Date

INTERNAL USE ONLY

<b>Membership Agreement</b> <b>Signed for on behalf of DACS</b>	
Signature	Print name
Title	Date