

THE

A guide to including
visual material in
RRO licences

ART

OF

COPYING



International Federation of
Reproduction Rights Organisations

INTRODUCTION



A wide range of images or visual material is contained within books, magazines, newspapers and journals in addition to the text. Because visual material can be photocopied, scanned, downloaded and emailed it follows that visual material should be included in RRO text and image licences and licensing schemes.

The Art of Copying is designed to be an introductory guide for IFRRO members, both existing and new, to provide practical guidance on best practice in the incorporation of visual material in reproduction licences and legal licences.

- › Types of visual material and how they are protected by copyright
- › Methods of incorporating visual material in publications
- › Advantages of including visual material in licences and schemes, including reducing risk and adding value
- › Securing mandates from visual creators
- › Consulting visual creators and involving them in RRO governance
- › Measuring copying levels, allocating shares of revenue and making payments nationally and internationally.

Cover: *Composition B (No.II) with Red*, Piet Mondrian, 1935, Tate.



This guide was initially developed by the IFRRO Visual Material Working Group in consultation with the wider IFRRO membership in 2005. It was updated in 2021 by an external consultant working in consultation with the IFRRO secretariat and representatives of visual artists' organisations in IFRRO's membership, including the [European Visual Artists](#) (EVA). We would like to express our appreciation for the advice given and information shared by all the contributors.

In this guide we use the term "collective management organisation" (CMO) to refer to organisations or associations that represent rightsholders and offer collective licences, or undertake distribution of fees collected by others to those rightsholders. We use the term "reproduction rights organisation" (RRO) to refer to those CMOs that focus on text and image licensing.

Further information about the different types of CMOs and systems of collective management is available [here](#).

Lady Soul, ©Dennis Morris, 1975. All rights reserved, DACS/Artimage 2022.

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1.WHAT IS VISUAL MATERIAL?

1.1 Different types of visual material

Visual material or artworks can take many forms, including

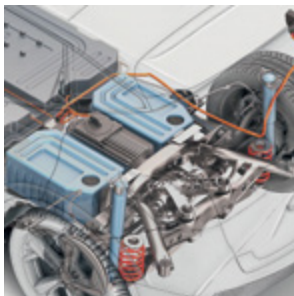
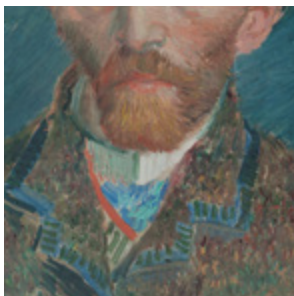
- › **Fine art:** painting, drawing, collages, sculpture, and installations
- › **Photography:** including fine art, photography documentary, news and reportage, and snapshots
- › **Illustrations:** cartoons, line drawings, diagrams, maps and charts
- › **Craft and applied art:** jewellery, ceramics, glass, and furniture
- › **Design:** graphic design and product design
- › **Architecture**
- › **Prints:** engravings, woodcuts and screen prints.

In the context of text and image licensing, all these forms of art are referred to as “visual material” and they can be in either hard copy or digital form.

1.2 Copyright in visual material

Visual material is protected by copyright. The common principles of copyright protection are enshrined in the Berne Convention for the Protection of Literary and Artistic Works 1886 and generally protect the work during the lifetime of its creator and for a period after their death, although the legal framework for copyright and the definitions of visual material differ from country to country.

The common goal is to give creators



the right to control the use of their works and to benefit from payment for such uses.

Most countries do provide some exceptions in the law which allow some uses without prior permission. Generally, however, permission must be obtained from the owners of the copyright to reproduce or communicate visual material to the public.

Clockwise from top left: *Buzz Aldrin Walking on the Surface of the Moon Near a Leg of the Lunar Module*, Neil Armstrong, 1969. The Metropolitan Museum of Art, New York, Gift of Mary and Dan Solomon, 2016. *Self-Portrait (Detail)*, Vincent van Gogh, 1887. Photo courtesy of Rijkstudio, Rijksmuseum. Gift of F.W.M., Baroness Bonger-van der Borch van Verwolde, Almen. Martini magazine advert, USA, 1950s, Alamy. Electric generic car technical cutaway 3D rendering with all main details of EV system in ghost effect with drawing, Alamy.



2. HOW VISUAL MATERIAL IS INCORPORATED IN PUBLICATIONS



Bellagio Hotel Mural: Still Life with Reclining Nude (Study), Roy Lichtenstein, 1997. ©Estate of Roy Lichtenstein/DACS/Artimage 2022.

Visual material is extensively reproduced in hardcopy and digital formats in books, magazines, journals and newspapers, and generally appears in these publications via one of four routes.

2.1 Copyright licensing

Copyright licences (or contracts) are commonly used to grant permission to reproduce visual material in publications. For example, a licence to incorporate photographs in a magazine includes the right to reproduce the works on certain pages and distribute (or sell) copies of the magazine containing those reproductions.

Copyright licences can be granted by the creator (or owner) of the copyright in visual material or their agent. Often, such agents are CMOs which negotiate and sell licences on behalf of the creators they represent. Alternatively, model agreements produced by trade associations can provide guidance to individual creators.

These licences enable publishers to carry out all the relevant acts necessary for the inclusion of visual material in publications, but do not normally include a grant of rights to manage “secondary” rights through text and image licensing. Consequently, visual creators are generally entitled to receive remuneration for uses of their works under text and image licences.

2.2 Commissioning

Sometimes publishers prefer to commission a creator to produce an original work to include in a publication. For example, the illustrations in educational textbooks are often commissioned. In some countries, the visual creator remains the copyright owner unless there are specific contractual arrangements to the contrary, whereas in other countries the rights in the commissioned work belong to the commissioner rather than the artist. In the absence of specific contractual arrangements or clear provisions of the law, the visual creator is entitled to receive remuneration for text and image licensing of the commissioned artistic works.

2.3 Assignment or buy-out

Sometimes publishers purchase rights from creators outright in preference to buying a copyright licence or a commission agreement. In such circumstances, the publisher becomes the owner of some or all rights in the visual material which is assigned to them. Creators and their agents generally discourage assignments because licences or commission agreements are usually sufficient to enable publishers to carry out their activities, without preventing visual creators from earning income from the future exploitation of their creations through an assignment.

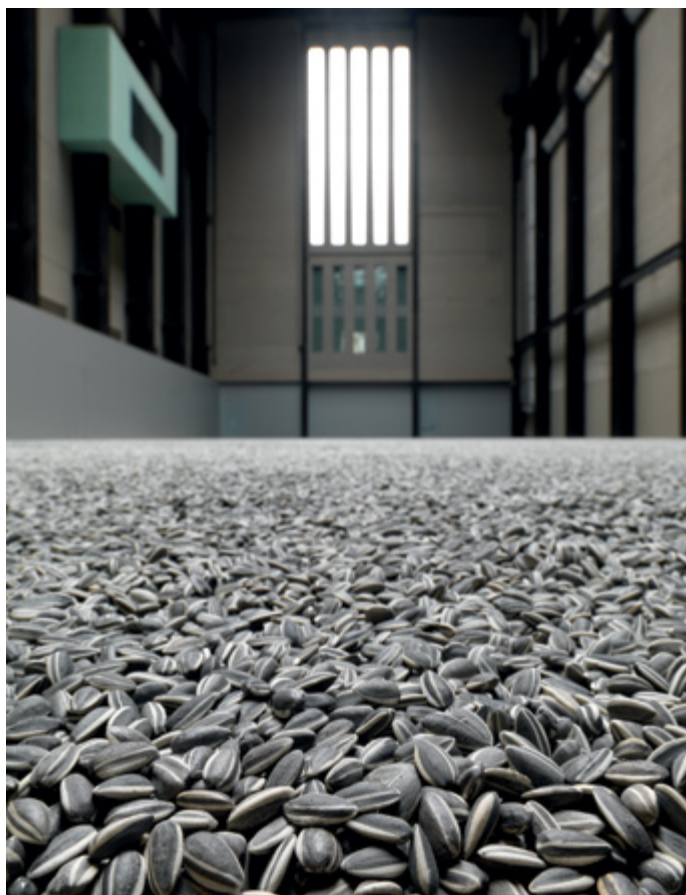
Assignments or buy-outs are rare for some types of visual material, such as works of fine art, because their creation is independent from the publishing projects and their inclusion in books, journals, newspapers and so on is normally subject to the grant of a licence by either the individual artist or their CMO.

Sunflower Seeds, Ai Weiwei, 2010. The Unilever Series: Ai Weiwei. ©Ai Weiwei Studios. Photo ©Tate.

Even when rights are assigned or bought out, particular care needs to be given to determining whether or not text and image licensing rights are included in the grant of rights to the publisher. Apart from those cases in which it is conclusive, the inclusion of visual material in a publication (be it through a copyright licence or by virtue of legal limitations or exceptions) does not always include a grant of rights in respect of text and image licensing and a mandate will have to be obtained by the RRO from the individual rights holders (or organisations representing them).

2.4 Legal limitations and exceptions

In certain circumstances, visual material can be incorporated in publications without permission from the creator because of limitations or exceptions recognised by the law. However, it does not follow that because such acts of primary reproduction are allowed by the law, those who copy or communicate these reproductions will benefit from the same exceptions or limitations. Therefore, visual creators remain entitled to remuneration when those works are reproduced under text and image licences.



3. WHY VISUAL MATERIAL IS IMPORTANT FOR RROs



3.1 A comprehensive licence

Text and image licensing schemes are designed to provide users with easy-to-use, convenient solutions which enable them to copy and communicate books, websites, magazines and newspapers by print and digital means. An RRO licence will therefore be expected to cover a broad range of different publications; the broader the range of relevant material an RRO can offer in its licence, the more attractive it will be for the user.

Visual material is relevant for RROs when it forms any part of a publication that can be reproduced or communicated under an RRO licence. Certain publications are visual material-intensive, others are less so, but the widespread

presence of visual material in digital and hardcopy books, periodicals, newspapers, magazines, journals and so on makes it imperative for RROs to be in a position to license the copying of visual material since it forms part of the content of publications.

Copying the visual material that appears within publications generally requires permission (unless a statutory exception applies, however, this is often still subject to a right to be remunerated for the use).

Not including images in the licence creates practical problems for users. Without also having permission to copy visual material, users would not be authorised to copy visual works that appear with text, and would be required to, for example, mask

Don McCullin In Vietnam, Nick Wheeler, 1968, Getty Images.



out the visual work each time they wanted to copy a page. Clearly, this is inconvenient and difficult, if not impossible, to enforce.

In order to deliver a comprehensive and valuable service to users, RROs need to ensure their schemes and licences include permission to copy visual material from the widest possible range of sources.

3.2 Reducing risk

In developing a text and image licence, it is rare for an RRO to secure 100% of the mandates (or permissions) required. This is why most text and image licensing schemes include a mechanism that effectively protects the user against copyright infringement from a creator or publisher who might not have specifically mandated the RRO to license the work.

In voluntary licences, this mechanism is generally an indemnity against civil legal action. Such indemnification covers any damages that would be awarded in an infringement claim, plus costs. If the RRO offers an indemnity clause, it can lower its risk of having to pay out on it by securing mandates from creators of visual material. To safely offer an



indemnity clause the RRO needs to have mandates from the creators and owners of this type of material.

In licences with extended effect, such as extended collective licences or licences with other statutory backup, a number of different legal mechanisms provide full repertoire coverage. In legal or statutory licences, the use of all works including those of non-mandating rightsholders is permitted.

In these circumstances, when the



It's What I'd Like To Be, Tracey Emin, 1999.
©Tracey Emin. All rights reserved, DACS/
Artimage 2022. Image: Fuel Design & Publishing.

system provides users with extended coverage regarding the works they can use, whether in the form of a legal or statutory licence or an extended collective licence, the enhanced coverage is likely to include all types of material including visual material.

In order to reduce risk when using one of these mechanisms to extend licence coverage, it is essential that a substantial proportion of the

relevant repertoire is represented. In many countries this is also a relevant consideration in seeking authorisation from government to operate as a CMO, as the government may require the CMO to demonstrate that it is representative of the different classes of rightsholders affected by the licences it offers, including visual creators.

3.3 Adding value

Licence holders and users of textual content want to copy visual material. What is more, the demand for visual material increases significantly when using digital tools because the quality of the copy that can be achieved is so much greater. Therefore, if the RRO is able to secure the necessary mandates to include the right to copy visual material, value can be added to the licence or scheme.

The inclusion of visual material in text and image licences offers a marketing advantage to RROs, making their licences more attractive to users, and at the same time enabling visual creators to receive fair remuneration. Surveys of actual usage show increased copying of visual content in digital licences, demonstrating the value of including visual material in text and image licences.



4. HOW CAN AN RRO INCLUDE VISUAL MATERIAL IN ITS LICENCES?

4.1 Obtaining mandates

There are several ways for an RRO to secure permission to include visual material in its licences. To an extent, the choices available will depend on the structure of the RRO and the legal environment.

However, it is most likely that the RRO will need to secure one or more mandates from creators of visual material or their representatives, given the reasons outlined in the earlier sections.

Mandates can be secured from:

- › CMOs representing visual creators
- › Individual creators or rightsholders
- › Trade associations and professional interest groups that have a role in the management of their members' rights
- › A combination of the above.

The key considerations for an RRO contemplating how to secure a mandate are:

- › Does the individual or organisation offering the mandate own or control the relevant rights in the visual material in question?
- › Is the widest possible range of visual material covered by the mandate(s)? For example, a mandate in respect of only fine art would not be sufficient to cover the other types of visual material which appear in publications and is available to be copied, such as photographs and illustrations.
- › An RRO would need to collect sufficient mandates from individuals and organisations to ensure comprehensive cover. An alternative would be to ensure that an organisation claiming to represent visual creators (such as a CMO) is sufficiently representative of visual creators in all types of visual material.
- › If the mandate is being offered by an organisation, is that organisation capable of effectively distributing any revenue allocated by the RRO for visual material to all the visual creators entitled to a share?

The Waiting Game, Poddar Haveli, Nawalgarh, 2021. From the series *India Song 2010–2022*. Sundaram Tagore Gallery. © Karen Knorr.

If it is proving difficult to secure mandates, RROs should set aside a portion of licensing revenue as a matter of routine to hold in reserve for visual creators in the event that a claim is made in the future or a mandate is secured.

4.2 Approaches to representation

There are a variety of ways that RROs can acquire mandates, and some RROs operate under models which might not require a mandate from every single rights holder. These include compulsory schemes, legal licences and licences benefiting from extended effects under legislation, as well as combinations of these. Although the inclusion of visual material in the RRO's licence might not require the direct mandate of the rights holders, other forms of cooperation may be prescribed by national laws. This cooperation will assist with developing equitable mechanisms for distribution of licence fees to rightsholders in visual material.

Selected Grapes, Patrick Caulfield, 1981. The estate of Patrick Caulfield. All rights reserved, DACS/Artimage 2022. Image: ©British Council.





Voluntary licensing

In voluntary licensing schemes, the RRO may only offer licences on behalf of the rights holders that it represents. In this situation, obtaining mandates from visual creators is essential, whether directly from the visual creators themselves or from the visual creator's representative organisation(s) such as their representative CMO. Examples of voluntary licensing schemes are:

Argentina – [CADRA](#), the national RRO, represents visual artists on the basis of a representation agreement with the dedicated visual artists' CMO [SAVA](#).

United Kingdom – two specialist CMOs representing the visual arts, the [Design and Artists Copyright Society](#) (DACS) and [PICSEL](#), representing the visual arts are members of the [Copyright Licensing Agency](#) (CLA), the RRO that offers licences to users.

Jamaica – individual visual artists join the RRO [Jamcopy](#) directly, as do text authors.

Dry Creek Bed, Werribee Gorge I, Fred Williams, 1977. ©The estate of Fred Williams.
Photo: Tate.

Extended collective licensing

Under an extended collective licence system, the law provides that local collecting societies capable of representing a substantial number of relevant rights holders (publishers, writers and visual creators) are also entitled to offer licences to users on behalf of non-represented rights holders, thus effectively extending their representation to both national non-mandating rightsholders and international rightsholders. This system operates in Nordic countries such as Norway, Denmark, Finland and Sweden.

Denmark – the RRO Copydan [Tekst and Node](#) offers licences to users for the text and visual repertoire, acquiring its mandate to represent visual repertoire in a textual context from [VISDA](#), the CMO representing visual artists in Denmark.

Finland – [Kopioosto](#), an RRO, offers reprographic licences on behalf of its 27 member associations and their members. These member associations include organisations representing different groups of visual artists, such as [Finnfoto](#), representing the photographic industry in Finland, the [Finnish Illustration Association](#), representing illustrators, the Association of





06, *Hyperborea*, Dan Holdsworth,
2006. ©Dan Holdsworth. All rights
reserved, DACS/Artimage 2022.

Visual Communication Designers in Finland, [Grafia](#), and the CMO [Kuvasto](#), representing fine artists.

Malawi – [COSOMA](#), a multipurpose CMO, represents rightsholders in Malawi through its relationships with its ten member rightsholder associations, including the Photographers Association of Malawi (PHOTAMA) and the Visual Artists Association of Malawi (VAAM).

Mandatory collective management, legal or statutory licences

In a number of countries, there is legislative support for collective management systems in the text and image sector. In these countries the rightsholder cannot choose whether to offer a licence, but rather must claim fees through a CMO. These systems are varied, and include a spectrum of solutions. Some of these solutions include mandatory collective management (where the rightsholder may not offer individual licences but must claim fees through a CMO) and a compulsory or legal licence, where the law grants a licence to users in respect of the use of text and image rights and the role of the national RRO is to negotiate or collect remuneration from those users and

to distribute fees to rightsholders. In this arrangement, visual creators and other rightsholders are not in a position to refuse a licence to users but have a legal entitlement to be fairly remunerated.

Australia – the RRO [Copyright Agency](#) (CA), is appointed by the government to manage the statutory licence for educational and government use, and visual artists and photographers join CA as visual artist members to receive payment.

Republic of Korea – visual artists join the RRO [KOLAA](#) directly, in the same way as text authors do, to claim remuneration from the compulsory licence for education and also claim fees from KOLAA's voluntary licences.

Levy systems

In a levy system, a copyright fee is added to the price of copying equipment and media, and it is distributed to rightsholders in all copyright works through their CMOs. In some countries the fees collected are divided into shares for each repertoire at the point of collection before being paid to the relevant CMOs.

In other countries the fees are distributed by a multipurpose CMO, which represents not only text and images but also the audio visual and musical repertoires. In all levy systems, close cooperation between the repertoires is important, not only in establishing the share between text and images, but also in negotiating the share of the levy allocated to text and images and to other repertoires.

Germany – collection of levies (machine, storage media and operator) is undertaken by the text CMO [VG Wort](#) on behalf of both text and image authors for reprographic levies; levies for digital and analogue copying are collected on behalf of all repertoires and their respective CMOs by a common body, ZPÜ. In each case, the collecting CMO acts under an explicit mandate of the CMOs represented. The split between the repertoires is made on a device-by-device basis with fixed shares, with the visual material share managed by VG [Bild Kunst](#).

Burkina Faso – the multipurpose CMO the [Bureau Burkinabè du Droit d'Auteur](#) (BBDA) distributes the levy to the music and audiovisual sectors and the text and image sector in agreed shares.

Whichever legal model or approach to representation is used, cooperation and consultation with all relevant stakeholders is obviously good practice.

4.3 Involving visual creators in the governance of the RRO

The governance of RROs takes different forms depending on relevant legislation, the way the organisation is constituted and the objectives of the organisation. Whatever the system may be, it is good practice to involve all relevant stakeholders including writers, publishers and visual creators in the governance of RROs. This will ensure that all stakeholders are able to contribute to the work of the RRO and ensure their interests are properly managed. It is also the most effective way for RROs to ensure the relevant expertise is available so that consultation can be achieved quickly when new licences and services are developed.

This requirement is contained in IFRRO's Statutes and Guidance on full RRO membership of IFRRO and reinforced in IFRRO's [Code of Conduct](#).

Martini ad, 1950, Retro Ad Archives, Alamy.



*the same
sweet
vermouth
that makes
matchless
Manhattans*



*is
something
special
"on the
rocks!"*



MARTINI & ROSSI



*the versatile
vermouth -
it's imported!*



4.4 What kinds of organisations exist for visual creators and what do they do?

Visual creators are often members of CMOs, trade associations and professional groups. These groups typically offer a range of services to visual creators, including professional advice, promotional opportunities and copyright licensing services. Some creators of visual material manage their interests individually.

IFRRO has a number of CMOs representing visual creators included in its membership. It has a permanent Working Group which discusses and explores issues relating to the licensing of visual material. In addition, a dedicated board seat is reserved for visual creators.

National organisations representing visual artists may belong to:

- › International Confederation of Societies of Authors and Composers (CISAC) cisac.org
- › European Visual Artists (EVA) evartists.org

The Plum Garden at Kameido Shrine, Hiroshige (I), Utagawa, 1857. Image: Rijksstudio, Rijksmuseum.

- › International Council of Design (ICOGRADA) theicod.org/en
- › International Federation of Journalists (IFJ) ifj.org
- › European Federation of Journalists (EFJ) europeanjournalists.org
- › Pyramide Norden pyramidenorden.eu
- › Centre of the Picture Industry (CEPIC) ceplic.org

4.5 What to do if visual creators are not organised

In some countries visual creators may not be organised into groups or represented by CMOs. In this situation, the RRO will need to obtain mandates from national visual creators individually. International rights for the reprographic reproduction of visual material can form part of bilateral agreements between RROs.

RROs or their stakeholders, providing they have the necessary resources and experience, could contribute to the creation and setting-up of an organisation representing visual creators with the purpose of managing the administration of reprographic rights.

In the absence of a local organisation representing visual creators, a national RRO can rely on the help and support of the international network of visual artists' societies, which are in a position to mandate the national RRO directly in respect of their domestic repertoires. This can provide a useful first step towards incorporating a wide range of visual material in the licence.

EVA and IFRRO share information and coordinate their development programs to support emerging RROs to develop relationships with existing visual creators' CMOs in their countries and to provide support for emerging RROs in countries in which visual creators are not organised.

Raising awareness among visual creators of the opportunity to participate in and benefit from a text and image licensing scheme will require the RRO to explain the purpose of its licences and its policies clearly and fully. Awareness-raising and events particularly geared towards visual creators are a good way of doing this, as well as encouraging word-of-mouth communication via existing networks. Cooperating with other organisations such as trade associations for freelance visual creators can also be valuable.

Some options for encouraging the participation of visual creators in the work of RROs include:

- › direct advertising in arts-industry press
- › organising seminars and workshops in places that visual creators gather
- › providing links to the RRO website
- › networking through publishers that commission or license visual material
- › encouraging artists to inform their peers
- › seeking advice from other IFRRO members with established relationships with visual creators.

Collecting individual mandates can be time-consuming and may not result in a sufficiently representative mandate to support the licence, at least not initially. An RRO may not always find it easy to stimulate the interest of visual creators, particularly if the text and image licence or scheme is new. Once a scheme has been operational for a while, it should be easier to demonstrate the positive benefits to creators and encourage them to mandate their RRO.

Untitled, Pablo Andino, 2020. ©Pablo Andino.



5. CONSULTING VISUAL CREATORS



5.1 The importance of consultation



The scope of the mandate the RRO is able to secure from each of its participant stakeholders defines the limits of the licence that can be offered to users. It is essential that mandates secured in respect of visual material serve the requirements of the user of the licensing scheme. However, the RRO must also consider the viewpoint of visual creators who, in common with other participants in text and image licensing schemes, usually wish to create some limits to the extent of uses that can be made of their work. The key to understanding the concerns of visual creators is consultation.

Legal licences usually define what a user must be permitted to do with copyright material and the RRO cannot offer less than this. The

RRO may license beyond the legal requirements if mandates permit. Again, the key to understanding what is possible beyond the legal requirements is consultation.

5.2 Common concerns



As a general rule, visual creators are happy to permit copying of their works which appear in publications. Such copies do not damage the integrity of the work that is copied and because the quality of such a copy is generally not comparable to the original it cannot substitute or be mistaken for the original artwork. As such, it is unlikely that the creator's ability to earn a living through sales or commissions will be affected by such uses.

Untitled, Li Yuan-chia, 1993. ©Li Yuan-chia.
All rights reserved, DACS/Artimage 2022.
Photo: Phil Gammon.





Lovers Hangout, Johnson Ocheja, 2022.
Jason Shin gallery.

However, measures must be put in place to ensure that the licensing of scanning or copying through digital means does not have a negative impact. Digital copying can offer the user a much better-quality copy and provides numerous options for manipulating and storing the copy. These factors pose opportunities as well as obvious risks for creators of visual material.

If the work is made available on a closed network, measures such as limiting the possible audience, using password protection and requiring metadata to be retained when content is shared are important. If the licence permits access to works from a freely accessible network, then special attention should be given to the protection of visual material – such as [technical measures against framing](#) and downloading. In all licences, measures such as reduced image quality and prohibitions against using the works on social media should be employed.

One clear requirement of creators and owners of the rights in visual material is that RRO licences supplement but do not substitute for the primary uses of the work. For example, the RRO licence should not compete with the sale of a licence to reproduce visual material in a publication or the commissioning of a new work.

The mandate will typically expressly prohibit the following:

- › Adapting, manipulating or altering a work
- › Using a copy to substitute for an original artwork
- › Substituting commissioning of an original work or a licence of a primary reproduction
- › Further commercial uses beyond the scope of the licence.

Provided these requirements are respected, visual material can be included in most if not all RRO licences.



6. GATHERING DATA AND MAKING PAYMENTS



6.1 Measuring copying levels of visual material

RROs usually gather data to help determine copying levels and trends. Methods typically used to assess copying of visual material include:

- › Sample surveying of actual copies made of pages containing visual material
- › Interviewing users about their copying habits
- › Monitoring the publications the user has available to copy
- › Measuring how much space on a page is occupied by visual material.

This information can be essential to help RROs determine licensing tariffs and allocate shares of the licence revenue. In respect of visual material, some RROs also analyse:

- › What types of visual material are copied by category (photography, illustration, fine art)
- › Frequency or extent to which visual material is copied.

This additional information can be useful to help determine the share of the licence fee that visual creators can expect to receive. If evidence of actual copying is not available or reliable, assessing what visual material is reproduced in publications and online – and could therefore be copied – is a valid alternative method. Close cooperation with visual creators (or their representatives) is fundamental when identifying and designing an appropriate method of data collection, especially when trying to detect the extent to which visual material is used.

RROs generally employ one or a combination of these methodologies to measure copying levels. Individual RROs can be consulted for more details of how they collect data on visual material. The IFRRO Visual Material Working Group also provides a forum for IFRRO members to examine issues such as this in more depth and to exchange information on the merits and shortcomings of the various methods. The Working Group meets twice a year and membership is open to all [IFRRO members](#).

Computer data blue abstract background,
Marcos Alvarado, Alamy.

6.2 Methods of payment

Licence fees, or royalties, are collected by the RRO and distributed among rightsholders in the material which is copied, such as publishers, writers and creators of visual material.

The core principle is that royalties should be distributed in accordance with the mandate. A fair share of revenue should be allocated to all stakeholders, and the amount allocated should reflect the extent to which their works are copied or likely to be copied.

RROs take various different approaches to allocating payment for visual material. Sometimes payment is directly related to the volume of visual material that is copied and the extent to which various categories of visual material are copied. If such information is not available, a percentage of the overall sum collected is allocated to visual material which is then distributed in individual or collective payments. The key to determining how to pay visual creators is consultation; in some

cases it is desirable to pay the total sum to an appointed representative such as a CMO for onward distribution, whereas in others it may be the visual creator's preference for an individual payment to be made directly.

6.3 Distributing licensing fees

In terms of distribution methodology, the approaches vary among the following:

- › Distributing a lump sum to a CMO for onward distribution to individual creators
- › Paying creators and owners of rights in visual material individually
- › A combination of these approaches.

CMOs for the visual arts are often in a good position to distribute the share of text and image licence fees allocated to visual material.

Bodhisattva Manjushri as Tikhna-Manjushri (Minjie Wenshu). The Metropolitan Museum of Art, New York, Rogers Fund, 2001.





This is because of their involvement and expertise in the licensing of primary reproductions, the large number of rightsholders they represent, their close relationship with visual creators, and their ability to determine with precision the remuneration owed to the various individual visual creators.

In the event that visual creators specifically request that payment be made via a publisher or a picture agency, it is good practice to monitor that the intended recipients are paid correctly and in a timely manner. The RRO could, for example, require an intermediary to sign a warranty and indemnity to that effect.

6.4 International payments

A proportion of the licence fees or royalties collected by RROs is generally distributed internationally. International payments can be made in several different ways. Independently of the mechanism

adopted, the key principle is that the appropriate share of licence revenues for visual material reaches the relevant rightsholders.

As far as the methods of international payment are concerned, RROs can pay visual creators in other countries either via a representative (such as a CMO) or directly. Many CMOs, in particular those specialising in visual works, have a large number of domestic and foreign mandates and well-functioning international exchange systems based on mutually accepting professional rules and best practice, so by making payments through a CMO a large number of visual creators can be reached at once and across borders. Alternatively, RROs may have reciprocal agreements with RROs in other countries that allow each to license the repertoire of the other and make international payments accordingly. The best approach is for RROs to consult visual creators about their preferences.

Child's central nervous system computer artwork. Science Photo Library, Alamy.

7. SUMMARY AND FURTHER INFORMATION



Visual material is present in virtually all types of publications and it is copied by users of text and image licensing schemes. RROs need to give the right to copy visual material in order to give a comprehensive licence to their users. It is therefore essential to secure the necessary permissions or mandates from visual creators in order to do this. There are a number of methods available to measure copying of visual material so that a share of the licence revenue can be allocated to visual material. Consultation of visual creators and their representatives is key.

RROs have the difficult task of translating the legal rights of creators into licensing arrangements which users will find fairly priced, easy to administer, and flexible enough to evolve with changing technologies. It is not an easy thing to do, but the best RROs build and maintain positive relationships with their diverse customers and achieve a

balance between the interests of their stakeholders offering access to creativity to users, while securing very welcome revenue for visual creators.

Text and image licensing provides an effective solution for all. Through these licences and schemes, creators of visual material can ensure that copying of their works is controlled and fairly remunerated while users can have access to the content they want to copy.

More information about copying visual material, text and image licensing and RROs in general is available on the [IFRRO website](#).

The Black Cat, for Edgar Allan Poe's "Tales of Mystery and the Imagination," Chicago, 1895-96, Aubrey Vincent Beardsley, 1894. The Metropolitan Museum of Art, New York, gift of Jacqueline Loewe Fowler, 2020.

