

AN INTRODUCTION TO

Licensing & Usage Rights

Thank you for your interest in using my work.

This deck will get you started on procuring rights to include art in your project.

Types of Licences

1. Select the licence(s) required for your project
2. Fill out the relevant licence form
3. Receive a response in 1-2 business days

Licence to Display

For exhibiting artwork online or in a physical location

Example: The Stanley Village community secured rights to display Stanley-related artwork in various businesses and online platforms as part of a regeneration project for their neighbourhood

Licence to Print and Distribute

For printing artwork on products and distributing them for free

Example: Barnard College in New York bought rights to print an artwork of their campus in an alumni booklet and distribute it for free to former students

Licence to Monetise

For selling products featuring artwork

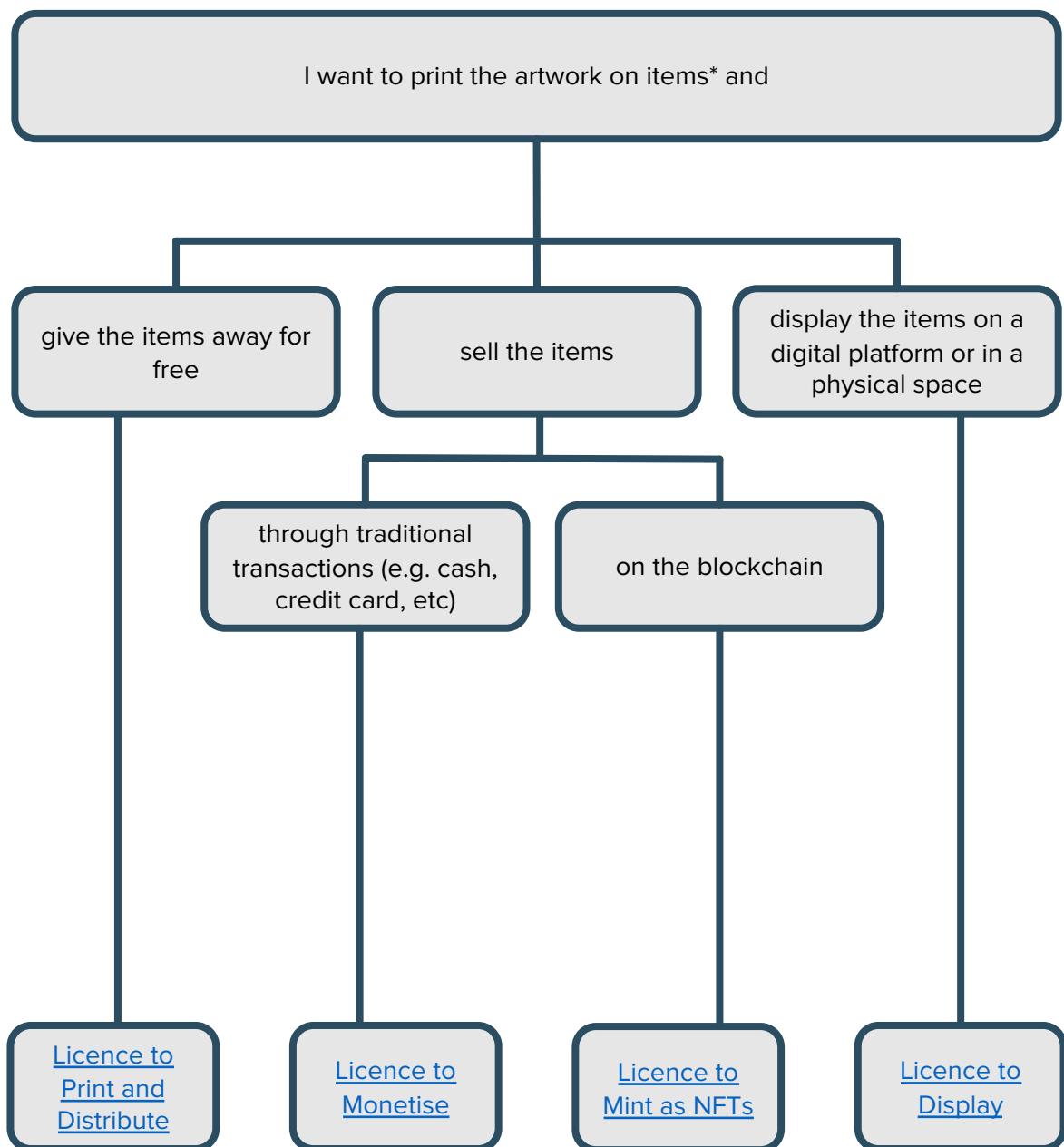
Example: The American Club Foundation bought exclusive rights to print festive *The Hong Konger* prints on greeting cards for the winter holidays, which they sold to fundraise

Licence to Mint as NFTs

For minting artwork as non-fungible tokens on the blockchain

Example: The Women's Foundation Hong Kong is in the process of minting artworks I co-created with Hanson Robotics' Sophia the Robot as part of a fundraising initiative

What licences do I need?



* "Items" is hereby defined as print and marketing materials, merchandise, digital products such as NFTs, and other media.

Licence to Display

QUESTIONS

- 1. What is the overall project and how does the artwork fit in?**
 - This ensures that the brand and mission of the artwork and artist are consistent with your brand and mission
- 2. How many displays will you create using the artwork?**
- 3. What are the specifications (dimensions, medium, etc) for each display?**
 - e.g. 150 x 200 cm lightbox, 40 x 60 cm vinyl poster, etc
- 4. On what online platforms will the artwork be displayed?**
 - Please specify social media handles, website URLs, etc
- 5. On what physical platforms will the artwork be displayed?**
 - Please specify addresses, locations, etc
- 6. Between which dates will the artwork be displayed?**
 - If dates are not yet confirmed, please specify weeks or months
- 7. Will the display(s) be free for anyone to view or will you charge admission?**
 - If the latter, please specify the price of admission
- 8. Will you require exclusive rights to display the artwork?**
 - Please specify if you would like exclusive rights to display the artwork in certain contexts, e.g. within Hong Kong, online, during a specific month
- 9. What support (if any) will you need from the artist for this project?**

[Answer the questions via this form](#)

GENERAL TERMS

- a. The artist shall be credited on all displays of the artwork
- b. Permission to crop, colour adjust, edit, or create derivatives of the artwork must be granted by the artist in writing

Licence to Print and Distribute

QUESTIONS

- 1. What is the overall project and how does the artwork fit in?**
 - This ensures that the brand and mission of the artwork and artist are consistent with your brand and mission
- 2. On what product(s) will you be printing the artwork?**
 - e.g. white enamel mug, full-page spread inside magazine, etc
- 3. On how many of each product will you be printing the artwork?**
 - e.g. 500 mugs, 1 page inside a print run of 4000 magazines, etc
- 4. What are the specifications (dimensions, medium, etc) for the art on each product?**
 - e.g. 150 x 200 cm canvas print, 4 x 6 cm on tumbler, etc
- 5. Where would these products be distributed?**
 - Please specify social media handles, website URLs, physical addresses, businesses, etc
- 6. Between which dates would these products be distributed?**
 - If dates are not yet confirmed, please specify weeks or months
- 7. Do you plan to monetise or sell the products?**
 - If so, please also answer questions for [Licence to Monetise](#) (page 6)
- 8. Would you like the artist to handle printing and shipping of the products?**
 - Bulk order and/or print-on-demand options can be discussed
- 9. Will you require exclusive rights to print the artwork?**
 - Please specify you would like exclusive rights to print the artwork in certain contexts, e.g. within Hong Kong, online, during a specific month
- 10. What support (if any) will you need from the artist for this project?**

[Answer the questions via this form](#)

GENERAL TERMS

- a. The artist shall be credited on all displays of the artwork
- b. Permission to crop, colour adjust, edit, or create derivatives of the artwork must be granted by the artist in writing
- c. Mock-ups of products must be approved in writing by the artist

Licence to Monetise

QUESTIONS

- 1. What is the overall project and how does the artwork fit in?**
 - This ensures that the brand and mission of the artwork and artist are consistent with your brand and mission
- 2. What products featuring the art are you planning to monetise?**
 - If you plan to print the artwork on products, please also answer questions for [Licence to Print and Distribute](#) (page 5)
- 3. How many units of each product will feature the artwork?**
 - e.g. 500 mugs, 1 page inside a print run of 4000 magazines, etc
- 4. What are the specifications (dimensions, medium, etc) for the artwork on each product?**
 - a. e.g. A4 paper size posters, 2 x 2 cm artwork printed on fridge magnet, etc
- 5. Where would these products be distributed?**
 - a. Please specify all social media handles, website URLs, physical addresses, businesses, etc.
- 6. Between which dates would these products be distributed?**
 - If dates are not yet confirmed, please specify weeks or months
- 7. What is the projected retail price for each product?**
- 8. How many products will be available for sale?**
- 9. How long would you require rights to monetise the artwork for?**
 - Please specify start and end dates
- 10. Will you require exclusive rights to monetise the artwork?**
 - Please specify if you would like exclusive rights to monetise the artwork in certain contexts, e.g. within Hong Kong, online, during a specific month
- 11. What support (if any) will you need from the artist for this project?**

[Answer the questions via this form](#)

GENERAL TERMS

- a. The artist is entitled to a 50% commission of the retail price before discounts
- b. Changes to the retail price must be approved in writing by the artist
- c. The vendor shall issue a periodic sales report to the artist for the duration of the project

Licence to Mint as NFTs

QUESTIONS

- 1. What is the overall project and how does the artwork fit in?**
 - This ensures that the brand and mission of the artwork and artist are consistent with your brand and mission
- 2. How many NFTs featuring the artwork do you plan to mint?**
- 3. Will the NFT featuring the artwork be part of a larger collection of other NFTs?**
 - If so, please list out the NFTs within the collection
- 4. What is the sales structure of the collection?**
 - Please specify the number of NFTs available per artwork (limited versus open series) and the retail prices per NFT
- 5. What are the file specifications for the artwork as an NFT?**
 - e.g. dimensions, colour profile, file type, etc
- 6. When is the NFT (collection) drop date? Is this date projected or confirmed?**
- 7. Will you require exclusive rights to mint the artwork as NFTs?**
 - If so, for how long and on what terms. e.g. on OpenSea, for a set number of years, etc, please specify
- 8. What support (if any) will you need from the artist for this project?**

[Answer the questions via this form](#)

GENERAL TERMS

- a. The NFT or NFT collection shall credit the artist in the white paper, product descriptions, and artwork files
- b. Permission to crop, colour adjust, edit, or create derivatives of the artwork for the purposes of minting must be granted by the artist in writing
- c. The artist is entitled to a 50% commission of the retail price before discounts
- d. Changes to the retail price must be approved in writing by the artist
- e. The vendor shall issue a periodic sales report to the artist for the duration of the project

Next Steps

1. Once you've decided on the licences you'll need for your project, please answer the relevant licence questions using the forms (available via hyperlink on pages 4 to 7). If you're unsure about certain questions, just make a note and we can circle back on our call.
2. 1-2 business days after receiving your form, I will reach out to schedule a consultation call and go over your licensing requirements.
3. After requirements and terms are confirmed over the call, I will revert will draft agreement for your review and signature.
4. When the agreement is confirmed and payments (if any) have been received, the relevant files for the licence will be delivered.

Learn more about my services at sophiahotung.com



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