

# Specimen deed of transfer of copyrights



**bno**

Beroepsorganisatie  
Nederlandse Ontwerpers

## The undersigned:

1. .... ,  
having its registered office at ..... in ..... ,  
registered at the Chamber of Commerce under number ..... ,  
referred to below as the “Designer”;

and

2. .... ,  
having its registered office at ..... in ..... ,  
registered at the Chamber of Commerce under number ..... ,  
legally represented by its ..... [position], Mr/..... ,  
referred to below as the “Client”;

## WHEREAS:

- the Designer is the maker of a ..... , consisting of .....  
.....  
..... [provide an accurate description], referred to below as the “Design”; and
- the Client has stated that it wishes to acquire the copyright in the Design;

## HEREBY AGREE AS FOLLOWS:

1. The Designer hereby transfers his/her copyrights in the Design to the Client, which hereby accepts that transfer.
2. The transfer relates only to the end results and only insofar as they have been made by the Designer himself/herself. The Client itself must obtain and maintain licences from third parties for copyright-protected material of third parties that is used in the result. Copyright-protected material of third parties includes fonts, software, house style elements, photographs and musical and other compositions.

*OPTIONAL (in the case of work in books, magazines, newspapers, TV and film programmes and CD/LP covers, for which the designer receives collective copyrights).*

3. The transfer is subject to rights that are usually exercised by collective copyright organisations such as Pictoright, Lira, BUMA/Stemra and VEVAM, insofar as applicable.
4. The Client may register all or part of the Design as a design or trade.
5. The Designer warrants that he/she has not granted and will not grant any rights to third parties in respect of the Design.

6. The Designer transfers to the Client all the materials that the Client requires, including the digital files in question.
7. The Client will pay the Designer an amount of €..... (excluding VAT) for the transfer of the copyrights in the Design and the materials referred to in the preceding paragraph. The rights are not deemed to have been transferred until the Designer has received the entire amount.
8. The Client may not make or commission changes to the provisional or final designs without the Designer's prior written consent.

*OR [omit if not applicable]*

The Client must follow the instructions or guidelines given by the Designer when using the Design. The Client may not make any changes to the Design that conflict with those instructions or guidelines.

9. Insofar as reasonable, the Client will ensure that the Designer's name is stated in publicity related to and on the registration, if any, of other intellectual property rights in the Design.

*Alternative for clauses 8+9:*

*The Designer waives his/her personality rights. The Client is therefore free to make changes to the Design and the Client will not (or no longer) state the name of the Designer as the maker of the Design.*

10. The Designer may use the Design, within reason, for his/her own promotion and publicity purposes.
11. The Client ensures that, in the event of further transfer of the rights transferred in this Deed, the successive acquirer accepts and performs the obligations, if any, in relation to the Designer.
12. This Agreement is governed by Dutch law.

**Agreed and drawn up in duplicate originals:**

in ..... on .....

.....  
Designer

.....  
Client

Although this specimen agreement has been drafted with the utmost care, BNO accepts no responsibility for harm or loss of any kind whatsoever that might arise from any defect in the terms of this specimen or from its use.