

## DESIGN SERVICES AGREEMENT

This is a **Design Service Agreement** by and between [Client Name] bearing PAN AAAXXXXXX having its registered office at [Client Official Address] (hereinafter referred to as "Client") which shall include its successors, assigns, representative, affiliates and subsidiaries, and [Designer's Name] bearing PAN AAAXXXXXX having office at [Designer's Address] (hereinafter referred to as "Designer"), effective [Date] (the "Agreement").

Each party to this agreement is individually referred to as "Party" and together referred to as "Parties".

This Provision of Service is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this Provision of Service and the terms of this Agreement, the terms of this Agreement shall govern and prevail.

### RECITALS

WHEREAS, Designer is [describe your business:- illustrator/graphic designer/ animator/web designer] and other services related hereunder;

WHEREAS, the Client is willing to avail services from Designer as mentioned hereunder;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

## 1. Effective Date:

- 1.1. The effective date of the Agreement shall be **XX<sup>th</sup> of Month of Year.**  
(**"Effective date"**)

## 2. Services by Designer:

- 2.1. Designer will provide certain services (**hereinafter referred to as "Artwork(s)"**) to the Client as described in **A1, Annexure**. (Designer will commence working on Artwork(s) within 7 (seven) working days of receipt of first milestone payment by the Client.)\*
- 2.2. Deliverables include only final Artwork(s) files in the formats, [**jpg / png / pdf / tiff / eps / gif / ai / psd / aae / or any other**] as agreed upon and not any preliminary work or sketches assigned by the Client.
- 2.3. Client agrees to "terms of use" as stated in **A2, Annexure** to this Agreement (below).

## 3. Payment & Delivery:

- 3.1. The fee for the services provided is non-refundable.
- 3.2. The total remuneration of the project as agreed to, is stated in **A3, Annexure** to this Agreement (below).
- 3.3. Payment terms are as follows:
  - a) **100% on handover of the final artwork files in the formats as agreed upon**
  - OR
  - a) **50% on approval of concept sketches**  
b) **50% on handover of the final artwork files in the formats as agreed upon**
  - OR
  - a) **25% commencement fee**  
b) **25% on approval of conceptual sketches**  
c) **25% on approval of the final design**  
d) **25 % on handover of the final artwork files in the formats as agreed upon**

\* Optional Part of this **"Agreement"**

- 3.4. The Client agrees to make the payment or the installment of the payment within 30 days from the date of the invoice raised. Additional charge of 12% p.a. (interest) will be levied on pro-rata basis in case of delay in payments.
- 3.5. All the out of pocket expenditure, if any, including but not limited to the travel, hardware and third party software license costs required for rendering Services will be borne by the Client and will be reimbursed to Designer as on actuals. This additional charge would be added to the total remuneration stated in **A3 Annexure** to this Agreement (below).
- 3.6. Payment is to be made via **Cheque/Bank Transfer** to the Designer in the name of **[Name]**.
- 3.7. (Service is to be provided on a mutually decided basis, but Client agrees that the date of delivery is not material to this Agreement.)\*

OR

(Service is to be provided on a mutually decided basis, and Client agrees that the date of delivery of the final Artwork(s) is **XX<sup>th</sup> of Month of Year.**)\*

#### **4. Intellectual Property & Grant of Rights:**

- 4.1. Intellectual Property includes (without limitation) ideas, concepts, creations, discoveries, inventions, improvements, know how, trade secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs including their source code; data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, whether or not copyrightable or patentable, or any written or verbal instructions or comments. ("**IP**")
- 4.2. All the IP provided by the Client to Designer shall remain in the ownership of the Client.
- 4.3. Any new design or new developments or IP that is developed or created by Designer while creating Artwork(s) for the Client will remain in the ownership of the Designer.

\* Optional Part of this "**Agreement**"

- 4.4. Client agrees to not assign or transfer the Artwork(s) or any parts thereof, which is developed or created by Designer unless authorised to do so, in writing by the Designer.
- 4.5. Designer agrees that the Artwork(s) is developed or created with the intent it be original.
- 4.6. Any new design or new developments or IP that is developed or created by Designer while creating Artwork(s) for the Client, such that it can be Registered and/or Patented by the Client, will remain in the ownership of the Client.
- 4.7. Once all payments by the Client for the Artwork(s) created by Designer are paid to Designer, all the IP will be returned to the Client. However, Designer shall have unequivocal right to use reference of the work done on his/her website, apps & all its communications avenues, as a showcase of Designer's capability to prospective future clients.
- 4.8. Designer agrees to not assign or transfer the Artwork(s) or any parts thereof, which is developed or created by Designer, to anyone for any use – private, commercial or otherwise – other than those permissible under **paragraph 5** (below) or agreed to in writing with Client.

## **5. Designer's Right to Authorship Credit:**

- 5.1. Designer may use the Artwork(s) that is developed or created by Designer in Designer's portfolio (including, but not limited to, any website that displays Designer's works).
- 5.2. Designer is entitled to use all Artwork(s) that is developed or created by Designer for self-promotion purposes or to enter any contest.
- 5.3. Client and Designer agree that, when asked, Client must properly identify Designer as the creator of Artwork(s). Client may not attribute those portions of the Artwork(s) to the Designer that are known to Client to not have been created originally by Designer.
- 5.4. Client may not seek to mislead others that Artwork(s) was created by anyone other than Designer. Client may seek authorship and/or ownership for themselves or someone else for those portions of the Artwork(s) that are known to have been created by someone else.
- 5.5. No modifications, changes or alterations may be made to Artwork(s) or any part thereof – directly or indirectly – without Designer's prior written consent other than those permissible under **paragraph 6** (below).

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## 6. Client's Right to Protection, Identification & Fair Use:

- 6.1. Client may add "identification marks" (including, but not limited to, word mark, trademark, brand mark, logo) to the Artwork(s) when reproducing the Artwork(s) on a product intended for commercial use or when exhibiting images of such products.
- 6.2. Such "Identification marks" are to belong to the Client and not be intended to identify any entities other than those of the Client (including, but not limited to, "**Client Name**", "**Business Name**", "**Other Business Names**").
- 6.3. Identification marks may identify the Designer if such identification is agreed to in writing between Designer and Client.
- 6.4. Client may reproduce the Artwork(s) in dimensions and/or resolutions different from those of the original Artwork(s) for:
  - a) use as permissible under **A2 Annexure (below)**
  - b) for preventing theft of original Artwork(s).
- 6.5. Client may reproduce the Artwork(s) differently from the original Artwork(s) when such differences are caused by
  - a) inherent nature of the media – physical, digital, or any other - on which the Artwork(s) is reproduced or displayed
  - b) technology or methodology used for reproduction or display
  - c) reasons beyond Client's control.
- 6.6. Alterations made to Artwork(s) in the process of reproduction and display, as elaborated above in clause 6.5 may include, but not be limited to:
  - a) Changes in colour(s), dimension(s), and resolution
  - b) Cropping, stretching, resizing
  - c) Changes to aspect ratio
- 6.7. Client may claim to have commissioned this Artwork(s).

## 7. Client accepts Designer's Creative Vision:

- 7.1. Client agrees that Designer will create the Artwork(s) in the Designer's creative style at Designer's sole discretion and/or mutual understanding between the parties.

## **8. Termination:**

- 8.1. Either Party may terminate this Agreement mutually by giving written notice (including, but not limited to, by e-mail or text message) of 15 (Fifteen) working days to the other Party.
- 8.2. Upon termination of this Agreement, Designer shall invoice all pending payments, up to the milestone completed till the time of Termination to the Client. The Client shall make payment of such invoices within 7 (Seven) working days of receipt of invoice.
- 8.3. If the Client terminates the Agreement after commencement of Artwork(s) production, 25% of the final fee must be paid to the Designer; if the Client terminates the Agreement after sketches and/or rough layouts, 50% of the final fee must be paid to the Designer; if the Client terminates the Agreement after revised linears, 75% of the final fee must be paid to the Designer and if the Client terminates the Agreement after production of final Artwork(s), 100 % of the final fee must be paid to the Designer.
- 8.4. Designer will return all the IP to the Client within 7 (Seven) days of receipt of all pending dues from the Client.

## **9. Force Majeure**

- 9.1. Whilst Designer commits to creating the Artwork(s), Designer shall not be liable for any failure of or delay in creating Artwork(s), for the period that such failure or delay is due to the events that are not under his/her control including but not limited to acts of God, war, strikes or labor disputes, embargoes, government, court orders.

## **10. Limitation of Liability:**

- 10.1. Client agrees that Designer will not be liable for any damages (including, but not limited to, incidental or consequential damages), that arise from Designer's creation of Artwork(s) as per this Agreement (including, but not limited to, Client's failure to perform in a timely manner, regardless of whether the failure was intentional or negligent).

## 11. Confidentiality:

11.1. Designer agrees to keep confidential all information received from the Client and created by it pursuant to this engagement ("**Confidential Information**") during the validity of this Agreement and after termination thereof. However, Confidential Information shall not include information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) that is in public domain.

## 12. Jurisdiction:

12.1. This agreement is subject to Indian laws and Indian courts. The courts of **Mumbai, (Maharashtra)** India will have jurisdiction over all legal disputes under this agreement.

Terms become effective upon the signing of the agreement as on the effective date.

For **[Client Name]**

For **[Designer's Name]**

Signature

Signature

Name:

Name:

Designation:

Designation:

Date:

Date:

\* Optional Part of this "**Agreement**"

## ANNEXURE A

### 1. Scope of Work:

Designer will design and create the following for the Client

- Design a Logo for the Company of the Client.
- Design and create a business card, letterhead and envelope for the Client
- Create illustrations for social media promotion of the Company of the Client

The Scope of Work does not include the printing of the business card, letterhead and envelope for the client.

### 2. Terms of Use:

2.1 Work is intended for **commercial use**.

2.2 Such commercial use (2.2.1 above) is sale of **T-shirts and Caps** carrying the Artwork(s).

2.3 (Such commercial use (2.2.2 above) is limited to the **geographical boundary of India**.)\*

### 3. Terms of Remuneration:

3.1 The total remuneration for the provision of the service is **INR XXXXX**.

3.2 (A minimum of 5 (Five) sizeable changes/revisions will be accommodated at every stage of the design process beyond which **INR XXXX** will be charged separately per change/revision. This separate charge would be added to the total remuneration agreed upon in A3.3.1 above.)\*

3.3 Sampling and/or rework on 50% or more of the final design will be chargeable separately. This separate charge would be added to the total remuneration agreed upon in A3.3.1 above.

For **[Client Name]**

For **[Designer's Name]**

Signature

Name:

Designation:

Date:

Signature

Name:

Designation:

Date:

\* Optional Part of this "Agreement"