

Collaborate

**SUPPLIER TERMS**

FREELANCE / TEMPORARY / COMPANY



Dear Collaborator!

Please accept our Purchase order as attached which forms the particulars for this this letter ("Agreement"), here we set out how we intend to work with you for our mutual benefit. By delivering the good as detailed, ("Work") you agree to these our terms which are integral to our our business model and often reflect the terms we have granted to our client.

I hope you find this agreement balanced and acceptable,

Please see the supplier type specified Freelance/ Temporary /Company which applies to you.

Please keep a copy for your records.

1. **The Agreement for Artistic Works.** Collaborate does require a full and entire license of copyright in the works you produce if applicable. You do not have the right to veto any sale/license, demand additional payments and you waive your moral rights in works you produce under this Agreement. If you have any issues with transferring to Collaborate a full copyright licence in the works do not proceed with the fulfilment as detailed in the PO.
  - 1.1 We may promote the Work you have supplied under our studio banner internationally ("the Territory") with no further credit or payment to you in respect of sales, licensing, or other dealings ("Sale") of any artistic/ creative output which happens during the term of this Agreement.
  - 1.2 Collaborate offers to you the net fee, as detailed in the PO exclusively. You must apply VAT if applicable and deduct local or your own taxes as clause 4.
  - 1.3 Anti- Competitive Restrictions. For the avoidance of doubt you ARE permitted to accept any sales or work in the Territory whilst this Agreement is valid from any other company or agency excluding those that you have worked with through us, in that to do so without including Collaborate, would constitute an anti-competitive approach as laid out in clause 8.
  - 1.4. We are entitled to present your Work and publish it on any medium for the express purpose of procuring you future Work and or Collaborate further business.
2. **Payments** as defined by "Collaborator" type
  - a) As a **Temporary** - defined as an individual on an agreed daily/hourly rate working predominantly from the Collaborate premise under daily instruction.  
Collaborate will settle payments at the end of month following approval of an invoice.
  - b) As a **Freelance** - defined as an individual who has accepted a job rate against a quotation or a % of a total project fee, and is aware of the fee structure of the project in advance.  
Collaborate will settle 14 days after we have been paid, Please note we can try and negotiate higher % and more suitable payment splits only prior to commencement of the project.
  - c) As a **Company** - defined as Limited liability organizations or business that submit invoices against credit terms.  
Collaborate will settle a valid invoice net 60 days.

All the above is based on satisfactory completion of Work including all changes and once we are in receipt of the original high-resolution files.

3. **Process.** It is important that we follow a process that is agreed by all parties prior to commencement.
  - 3.1 Upon your being chosen to produce a Work(s), you will be notified by Collaborate that it has a commission(s) for you via a P.O. Assuming you wish to proceed, you will then be responsible for completing the Work(s) according to the brief supplied (or as it may be varied by discussion between you and our client or representative here).  
We will assist you with any questions or issues that may arise. We reserve the right to manage the project on your behalf entirely.
  - 3.2 Once the Work(s) is completed, please forward the completed Work(s) to us together with an invoice to Collaborate where applicable referencing the PO.



- 3.3 Upon receipt of those items set out at 4.1 above, or upon final confirmation of the order from the client, your invoice will become valid but not before.
4. **Statements of Knowledge by You (“Warranties”) are required.**
- 4.1 You hereby warrant, represent and covenant to and with Collaborate that:
  - a) You are the sole creator and absolute owner of the Works and nothing in the Works infringes or will infringe the copyright or any other right of any person; and
  - b) you are free to enter into this Agreement and to grant the rights expressed in this Agreement.
5. **Non-exploitation of the Works.** Any failure by Collaborate to procure Sales or commissions shall not give rise to any claim by you whatsoever particularly (but not limited to) any claim by you for loss of opportunity to enhance your reputation, or loss of publicity or reputation, loss of profit or loss of chance.
6. **This contract is confidential.**
- 6.1 Non-Disclosure Agreement (NDA). You shall treat the existence and the terms and conditions of this Agreement and the identity of and details of any agreements entered into by Collaborate with third parties for the exploitation of the Works as confidential.
- 6.2 You will not publish or share any details whatsoever. Please be aware we may not always credit you as the creator of works on our marketing materials as at times it may be necessary to show combined works as a Design Agency/Production Company rather than as an Agency. You shall not promote the work you have produced for Collaborate on your blog/twitter account/facebook page/linked-in profile/your own site any social or professional media site in current or future use.
7. **Non-solicitation/Non-Competition.**
- 7.1 Collaborate’s clients are proprietary to Collaborate. During a (“Term”) of 2 years from the last be entitled to engage any other agent or representative to exploit the Works produced during the Term of the agreement nor shall you be entitled to enter into any arrangements (whether directly or indirectly) with any third party introduced to you by Collaborate including and without limit to, any Collaborate Agent (who may since have left) and any Collaborate client.
- 7.2 You have entered into this Agreement in full knowledge of the above restrictions, which you acknowledge as fair and proportionate to protect Collaborate’s business interests and that of the Collaborate group.
8. **Indemnity.** You will indemnify and at all times keep Collaborate fully and effectually indemnified against all claims, demands, actions, proceedings, damages, expenses and costs (including legal costs) incurred in consequence of your breach, non-observance or non- performance of any of the warranties, representations or covenants contained in this Agreement. This is not an employment contract.
9. **Liability.** Collaborate shall have no liability to you or any third party for incidental, consequential or indirect loss or damage of any kind (included but not limited to loss of revenue) arising out of this Agreement.
10. **Governing Law.** This License shall be governed by and construed in accordance with the laws of England and the parties submit to the jurisdiction of the English Courts.

**Territories covered by this Agreement: World**