

COPYRIGHT FACT SHEET

Can I (the client) supply you (CLP/Butter Studio) with fonts, images and content to use in my project?

Yes. If you supply us with fonts, text or imagery from a third party (eg. stock images, reference text, footage from another resource) then CLP assumes you have the licensing rights for these tools. CLP can legally use these tools within/for the contracted project but we are not permitted to retain/maintain copies of these tools on our systems or for use in other projects.

CLP will not be liable for any license violations of your supplied content.

We recommend you carefully read the licensing agreement from your third party supplier of any content.

Can CLP give me the layered/master/working files of the artwork they have created for my project?

Under CLP Policy we do not release layered/master/working files to our clients for the following reasons.

We use various tools in creating artwork, including fonts, images and software, which we are licensed to use. These tools are not owned by us, we are simply licensed to use them in the creation and production/printing of your project by their original creator. Passing tools such as these on to our clients violates the licensing agreement with our supplier.

Do I as the client have copyright ownership over the artwork or final product?

Copyright of supplied text content and client's own images is retained/maintained by the client as long as they are the creator of the text/image - you are simply licensing/permitting CLP to use the content in the project we create for you.

Under Australian Copyright law, CLP as the product creator automatically retains/maintains Copyright over all elements created/designed for our clients' projects. This applies automatically without contractual agreement.

But I have paid CLP for the artwork. Doesn't that mean I own the files?

What you are paying for is the final product and the time it takes to create/design that product. You are not paying for the tools or licensing used to create that product. You are not paying for the history, layers, fonts or images used to create the final product. When we supply you with the final product we are licensing/permitting you to use it as a final whole product.

Can you transfer Copyright to me?

Yes. You can request transfer of Copyright over the design from CLP to your self/company. A written contract signed by both parties is legally required for this. CLP has a basic contract available on request, or you can supply your own contract.

Request for transferring Copyright must be made at the beginning of the project during the quoting stage. A release fee equal to 300% of the total design cost is payable on release of the package of layered/master/working files from CLP to the client.

Stock images, fonts and other tools licensed specifically to CLP are not included in the package. The layered/master/working file will only be supplied to you in the format applicable to the program it was created in, usually Adobe InDesign or Illustrator. Please ensure you have access and knowledge of the appropriate software to maintain and manage the file.

References

Australian Copyright Council
<http://www.copyright.org.au>

Graphic Designers & Copyright
http://www.copyright.org.au/ACC_Prod/ACC/Information_Sheets/Graphic_Designers___Copyright.aspx

Logos Legal Protection
http://www.copyright.org.au/ACC_Prod/ACC/Information_Sheets/Logos___Legal_Protection.aspx

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