

Medical Illustration Contract

Date: June 23, 2004

Client: Jane Scienterrificclient M.D., PhD
CardioVascular Research Institute
Box 1555, UCSF
San Francisco, CA 95555
(415) 555-1212

Job Description:

- **3D animation for ASCB conference lecture presentation @ \$60/hour (non-profit rate):**
1 animated movie describing Pseudomonas invasion of healthy tissues based on Flash files provide by the client. Price includes communication, creation, revision, post-render editing and compression time. Files will be delivered via FTP in quicktime format with Sorenson compression totaling no more than 3.5 min.
estimated 3D time = 83.3 hrs
estimated total for 3D = \$5000.00
- **2D illustration for journal Cell @ \$60/hour (non-profit rate):**
Illustrations will be delivered as print ready CMYK EPS files with embedded CMYK TIFFs, will include embedded colorsynch profiles, and will be delivered electronically via email.
 - 1 image of molecular motors based on PDB data when available* 27 hrs = \$1620
 - 1 image of kinsin and dynein walking on MTs* 8 hrs = \$480
 - Communication time with author and Cell editors* 2 hrs = \$120**Total for 2D = \$2,220**

Purchase agreement:

- Graham Johnson warrants that all illustrations and animations, hereafter referred to as "illustrations" created under this agreement are original and will not infringe upon or violate any rights of third parties.
- It is expressly agreed that the work created under this contract shall in no way be considered work made for hire.
- The illustrator grants to the Client the following copyright license and use rights. All rights not specifically enumerated and transferred are reserved by the Illustrator:
 1. The Client may use the above mentioned images on her educational institution's website, her personal website, and as visual supplements to her lectures.
 2. The Client may use and may grant use of the illustrations strictly for educational, non-profit purposes to colleagues within her lab, but may not issue to any third or outside party without receiving written or emailed permission from the illustrator.
- Illustrations created under this agreement shall not be used for purposes other than those stated in this Grant of Rights without first negotiating with the illustrator and may not be sold to a third party.
- The illustrations will not be manipulated by another artist, and the illustrator's signature shall appear in any reproduction of the illustration created under this agreement as it is unlawful to remove, crop, or manipulate the images in any way. The signature is considered part of the image.
- The Illustrator's name and company name will also be credited in the accompanying text either in the legend or in the acknowledgements as "...created by Graham Johnson of www.fivth.com".
- The illustrator reserves the right to sign all work including animations and illustrations intended for publication with his name *Graham Johnson* and the name of his company www.fivth.com. The signatures will never be removed from the published or unpublished works.
- The client will indemnify the illustrator against all claims and expenses including reasonable attorney's fees, arising from uses for which no release was requested in writing, or for uses which exceed the authority granted by a release.

Fee: By signing below, the client agrees to pay the following fees to the illustrator within two weeks of electronic delivery of each product:
~\$5,000.00 for one ~3.5 minute 3D animation.
~\$2200.00 for one multipanel illustration

Authorized Signatures:

Client: _____ Date: _____ Illustrator: _____ Date: _____