

Agreement on the Management of Copyrights - Heir

By registering with VISDA, the heir of the visual artist (hereinafter referred to as “the heir”) authorizes VISDA to manage the copyrights for all the artist’s works in connection with reproduction and making the works available to the public, including public performance, communication to the public, showing and distribution, (hereinafter referred to as “use”) in any context. At the same time, the heir refrains from entering into new agreements for use of the artist’s works within VISDA’s customary areas of rights management.

This authorization covers all forms of artworks, including but not limited to paintings, drawings, illustrations, graphics, sculptures, reliefs, decorations, crafts, installations, photographs, framegrabs, film/TV stills, and art photography.

VISDA manages the heir’s copyrights both in Denmark and abroad. Abroad, the rights are managed by foreign rights management organizations with which VISDA has agreements. Management abroad is carried out in accordance with applicable international regulations for rights management under CISAC and OLA, EU Directive 2014/26/EU, as well as the rules of the local rights management organizations.

Any limitation on the management of the artist’s rights, whether related to types of use or geographical scope, must be specifically agreed upon between the heir and VISDA.

If the copyrights covered by this agreement are shared between multiple heirs, VISDA’s management of the rights is conditional upon all heirs having entered into an agreement with VISDA regarding the management of copyrights, and upon the appointment of a contact person authorized to make binding decisions on behalf of all the heirs of the artist.

VISDA’s Licensing of Artists’ Works

On the basis of this authorization, VISDA issues licenses to users who wish to use the artist’s works within VISDA’s usual areas of rights management. Licensing is done in accordance with VISDA’s applicable tariffs and specific pricing arrangements with users.

VISDA manages and licenses works without the involvement of the heir. However, VISDA obtains prior consent from the heir or a contact person appointed by the heir before issuing licenses for use in the following cases:

- Political, religious, or advertising contexts
- Reproduction of artworks in significantly altered form
- Monographic publications
- Specific cases where VISDA determines that special circumstances require the artist’s consent

VISDA requires users to credit the artist’s name in connection with use of the works, and that the works not be used in a way that infringes on the artist or the work.

VISDA collects payment for the use of the works and pays remuneration to the heir after deducting administrative costs, in accordance with the applicable distribution policy and policy for deduction of administrative expenses. VISDA's distribution policy is determined by its board, which consists of representatives from the artists' professional organizations.

If the copyrights covered by this agreement are shared between multiple heirs, VISDA pays remuneration to each of the heirs according to the distribution key provided by the group of heirs.

Termination of the Agreement

Each party may terminate the agreement at any time with 4 weeks' written notice.

If the copyrights covered by this agreement are shared between multiple heirs and one heir terminates their agreement with VISDA regarding the management of the artist's works, this agreement shall automatically terminate at the same time as the terminating heir's agreement.

The agreement may be terminated with immediate effect by one party if the other party grossly breaches their obligations under the agreement.

Upon the artist's death, the estate becomes party to this agreement. The estate is obligated to inform VISDA about the inheritance situation upon the conclusion of the probate process.

Agreements with users that VISDA has entered into on behalf of the artist prior to termination remain unaffected by the termination of this agreement.

In the event of any ambiguity, uncertainty, or similar regarding any of the terms of this agreement, such terms shall be interpreted in light of the Danish version of the agreement ("Aftale om forvaltning af ophavsrettigheder - arving").