



THE ILLUSTRATOR'S NINJA GUIDE



BE NINJA, MY FRIEND.

Most illustrators are freelance professionals. Freelance creative artists are mini-companies. In addition to their creative work, they have to handle business plans, negotiate projects, prepare quotes, contracts and invoices. They must have a thorough understanding of the rights and duties of their artistic creation, to protect and be able to exploit it. They also have to operate on a complex market and protect themselves from abusive practices. **Freelance illustrators need ninja training and skills.**

WHAT IS THE ILLUSTRATOR'S NINJA GUIDE?

This is a small advocacy guide for *freelance* illustrators: it considers the main hazards and problems facing the profession today and how to address them. The Ninja Guide is also for art students, *freelance* creative artists, clients, friends of illustration, and, above all, those people who are starting out in the profession or wish to do so.

HOW TO USE THIS GUIDE



This guide is a compilation of the **Ninja Decalogue** serialised on the guianinjadoilustrador.org website. Each article of the decalogue contains a series of links that expands on the information on each topic. You will find more useful resources and a bibliography in the *Resources* section on the website. Some of the information provided here may not be current. *Please check the online Ninja Decalogue to keep up to date.*

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**IF YOU DO NOT RECOGNISE YOUR
RIGHTS
YOU ARE LEAVING YOUR
IDEAS
UNPROTECTED**



Illustration: Manel Cráneo

1. KNOW YOUR RIGHTS

You need to know your rights in order to be able to demand them. You should therefore know the basic aspects of legislation and consider them an essential tool when negotiating any project. Illustrators can work on commissions for authors' texts or produce their own creations, either on commission as well or at their own initiative. In any event, the rights of the work will always remain the property of the author.



TYPES OF RIGHTS REGARDING THE CREATIONS

- **Moral rights** (authorship, accreditation): They are individual and non-transferable and belong to each author from the mere act of creating their own work. Under no circumstances can the author renounce the authorship in favour of anyone.
- **Economic rights** (exploitation, transformation, communication): The author must receive earnings (or *royalties*) from the media or commercial exploitation of the assigned work, which must legally be proportional to that exploitation (the greater the exploitation, the greater the remuneration). The remuneration may be a standard flat rate, one that depends on the actual sales or one combining both methods. An advance should always be requested in any event. The contract should always define in detail the type of uses that the client is going to exploit. For example, if the work is to be assigned for *merchandising*, the contract should specify the type of product, the time period and the maximum number of units.

Exploitation rights: Use of the work as it was created by the author through its publication or reproduction, whether for commercial use or free distribution.

Transformation rights: Adaptation of the work to other formats or review of the work itself so that a third-party can transform it by adding or removing elements.

Communication rights: Public dissemination through print, audio-visual media, etc.

REQUIRED CLAUSES IN ANY CONTRACT OF ASSIGNMENT OF ECONOMIC RIGHTS

- **Territorial scope of the exploitation.** You should always establish whether your creation is going to be exploited at regional, state or international level, and even specify on which markets or countries the client is allowed to do so.
- **Exploitation term.** In Spain, the assignment of rights for publishing must not exceed 15 years (there is no legal limit for other types of assignments). In any event, it is important to always establish a maximum term of use. A clause should be included to prevent the contract from being automatically renewed unless expressly requested by the author.

- **'Royalties'.** These are the economic benefits that the work or creation generates and are applied as a percentage of the RRP (excluding VAT) of each product unit. In the publishing sector, for example, the usual percentage is 10% for the distribution of rights among the authors of a work.

Specify in detail the uses and applications for which you are assigning your work in your quotes or contracts. Always try to sign a contract and, if that is not possible, specify the uses in as greater detail as possible in the quotes or invoices that you issue.

"ACCORDING TO THE INTELLECTUAL PROPERTY ACT, THE AUTHOR MUST RECEIVE A BENEFIT PROPORTIONAL TO THE EXPLOITATION OF THE ASSIGNED WORK"



COPYRIGHT

MORAL

They belong to the author from the mere act of creating their work.

They protect the work from alterations or forms of disclosure not agreed by the author.

They are non-transferable.



I am the creator

AUTHORSHIP
ACCREDITATION



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ECONOMIC

They legitimise the author to receive earnings (or royalties) from the media or commercial exploitation of the assigned work.

The earnings for the author shall be proportional to that exploitation.

They are transferable.



show me the money

EXPLOITATION
COMMUNICATION
TRANSFORMATION
REPRODUCTION
DISTRIBUTION

"COPYRIGHT PROTECTS THE FORMAL EXPRESSION OF IDEAS. THEY MUST BE EXPRESSED OR SPECIFIED ON A MEDIUM TO ENJOY THE PROTECTION OF THE COPYRIGHT."

DERECHOSDIGITALES.ORG

"SPECIFY IN DETAIL THE USES AND APPLICATIONS FOR WHICH YOU ARE ASSIGNING YOUR WORK IN YOUR QUOTES OR CONTRACTS"

INTELLECTUAL PROPERTY REGISTRY

You can register your creations with the **Intellectual Property Offices (IPO)**, or with private registries such as SafeCreative.org (equally valid and which may be cheaper). It may sometimes be advisable to register the work and projects prior to showing them to publishing houses, producers, agencies, etc., or even before disseminating them online. However, registration is not definitive proof and is, of course, not mandatory (your creation is yours, whether or not it is registered), even though it can be used to avoid problems in certain specific cases.

If you are thinking of a brand or own line of products, it is worth registering with the **Patent and Trademark Office** (this type of registration is more expensive than that of the OPI, but it offers better commercial protection; registration prevails over audits in industrial property).

SPEC WORK

is ten a penny



Illustration: Bernal

2. SPEC WORK

Spec work is any type of work delivered by creative artists to the client without having guaranteed payment for that work. In this case, illustrators are asked to produce proofs or complete projects for free or at very low rates, on the promise of “visibility” or “you will be snowed under with work in the future”. **These practices seriously undermine our working conditions and are detrimental to the profession as a whole.**

■ 'CROWDSOURCING'

Crowdsourcing is one of the most widespread trends regarding spec work. They are open calls for an assignment and usually disseminated online. The call attracts numerous proposals, only one of which – the one chosen by the client – will receive payment, in general at only a fairish rate (and on top of which they make you feel as if you are getting a prize).

Crowdsourcing platforms such as 99designs, Adriboo, Designcrowd or Talentsunitied have recently attracted clients and companies by harnessing the global market situation: a “downward” trend in prices spurred on by the soaring supply of illustrators on the international market from all over the world. The “junior” creative artists, amateurs or people starting out are most attracted by the carrots of spec work. They agree to invest work and effort without being guaranteed any earnings and sometimes the only incentive offered is “visibility”.

■ NON-ETHICAL / SPEC CONTESTS

Contests abound – both in the private and in the public sector – with abusive terms and conditions or which offer prizes that are not proportional to the benefit that the company, brand or authority gets from the winning work.

It should not be overlooked that the financial awards offered by many contests are tending to shrink, possibly following the modus operandi of the crowdsourcing calls. This “spread” of spec methods has led to calls with an award that is far from being able to be considered a “prize” (it barely could be said to be a small fee). **If you are thinking about entering contests (regardless of their calibre), check whether they are really offering a “prize” or just throwing you a few scraps with great hoopla.**

"THESE PRACTICES HARM THE WHOLE PROFESSION. AN OPEN CALL IS TIME CONSUMING AND INVOLVES A HUGE AMOUNT OF FREE WORK"

■ WHY WE DO NOT RECOMMEND TAKING PART IN 'SPEC WORK' CALLS AND PRACTICES

- These practices undercut our rates. *If you agree to design a poster or logo for a large company for a pittance*, do not expect to be paid well for similar work in the future. You are also helping to create a precedent meaning that nobody will be paid a decent rate for such work.
- These practices harm the whole profession. An open call is very time consuming and involves a huge amount of free work (that of all the candidates... except one) And an open call does not guarantee the quality of the work; rather, on the contrary, as Milton Glaser said, “you can’t select the best from a thousand designs”.
- **If you accept the ‘crowdsourcing’ terms and conditions, you are failing to protect your work.** Those calls do not usually offer contracts or agreements to regulate the use of the work awarded the prize: you hand over your creation, you allow changes or you let its real commercial exploitation be much higher than what is reflected by your “fees”.



CROWDSOURCING =

CLIENT/COMPANY

Looks to the crowdsourcing website for a low-cost solution



CROWDSOURCING WEB



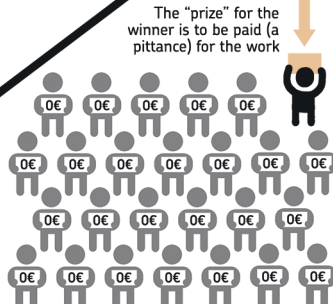
The intermediary launches the spec work offer and pockets a good percentage of the budget



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PARTICIPANTS

They all have to submit the **finished** projects for the client to examine them



The other participants get **NOTHING** in return for their time and effort.

"SPEC = ASKING THE WORK TO HAVE SEX WITH YOU AND PROMISING A DINNER DATE TO ONE LUCKY WINNER."

JEFFREY ZELDMAN

- Crowdsourcing perverts the illustrator-client relationship. These practices shift the commission labour model (being paid for doing a job) to a contest labour model ("paying" for just one job from the many done). The increasing number of professional relations operating under the *low-cost* contest mechanism is unacceptable.

"THE INCREASING NUMBER OF PROFESSIONAL RELATIONS OPERATING UNDER THE LOW-COST CONTEST MECHANISM IS UNACCEPTABLE"



NO **FREE** WORK



Illustration: Jorge Peral

3. WHY NOT TO WORK FOR FREE

Nobody goes into a restaurant asking for free food. However, illustrators, whether starting out or established – are often asked to work and not a paid. This continues to happen too frequently in the creative professions (illustrators, designers, writers, photographers, etc.). An illustrator's skills are still not valued as highly as – to take an example – the training of an engineer who mends a machine by tightening a screw.

Illustrators who take their profession seriously must not work for free. Or, at least, they must not work for nothing in return.

WORKING FOR NOTHING

New illustrators sometimes accept free commissions to build up their portfolios, gain experience or visibility. However, those reasons do not justify your *working for nothing*: do not give away your work to third-party clients or companies. And even less so if they are larger clients. Your local baker may have a very tight budget to pay you for a commission. But a medium-sized or large company can afford to pay for the services of an illustrator.

ONLY WORK FOR FREE... IN THOSE CASES

It is acceptable to work for free for causes or projects in which you are involved or care about: cultural events, friends' small businesses, fanzines, solidarity initiatives, self-managed or collaborative projects, etc. And, naturally, **personal projects** are always a good way of focusing your time and your work.

IF THEY DO NOT HAVE MONEY, THEY CAN PAY YOU IN KIND

When faced with an unpaid – or badly paid – commission, an illustrator has a priori two options: to accept or reject the commission. Yet there are other alternatives, such as being paid in kind. For example, your client has a bar and wants a poster for a party. The client cannot afford to pay you, but can compensate you with drinks, concert tickets, etc. Another example: a bookshop wants you to produce illustrations for its shop window? Agree to be paid in books.

A reasonable alternative is exchanging or payment in goods and services. Many clients (particularly small ones) are open to this type of barter. You can also negotiate a mixed payment, part in kind and part in money. **It is about being creative to reach fair agreements and, above all, that value what you do.**

PROMISES, PROMISES

- **Promotion, that pipe dream.** The classic “we are a company with great prospects and your work will reach many people”. Clients who are still selling the same old story of “promotion” ... Don't they know that we illustrators already have our own promotion tools? There is also little point in other companies and clients knowing you if they are just going to use the same old story.
- **Trust me, we are going to succeed.** There are entrepreneurs who set up businesses without contracting professional services and prefer to attract partners to capitalise on their work. The classic “do it for me and I will pay you when it is sold”, but sounding cool. This is still a **speculative practice**. Consider to what point you have to commit to the business: can you trust the client? Are you sure the sales and profit figures are reliable? When it comes to this type of “capitalised” work, you should not only agree to *royalties*, you should also ask the client for an advance as a sign of their seriousness and commitment to you.

"A REASONABLE ALTERNATIVE IS EXCHANGING OR PAYMENT IN GOODS AND SERVICES. MANY CLIENTS (PARTICULARLY SMALL ONES) ARE OPEN TO THIS TYPE OF BARTER"

MY NEPHEW WILL DO IT FOR FREE

Another quite common refrain. If you refuse to work for free, one client or another will tell you that they know x people ready to do it. It is really worth working with clients who encourage unfair competition?



I ONLY WORK FOR FREE...

On my own projects

On non-profit initiatives or projects that I support

For someone close (family, friends...)

Small local businesses

Small third-party businesses

Third-party businesses that promise "promotion" or "more work"

"We will pay you when we are making a profit"

Large companies that can pay for my work

OF COURSE

OK

DEPENDS

NO

NO WAY



ALTERNATIVE BUSINESS:

- In kind
- Bartering goods or services
- Mixed payment



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"THINK CAREFULLY BEFORE WORKING FOR FREE AND DON'T FORGET THAT WORKING 'IN RETURN FOR VISIBILITY' IS WORKING FOR FREE."

ALBERT MONTEYS

"CLIENTS WHO ARE STILL SELLING THE SAME OLD STORY OF 'PROMOTION' ... DON'T THEY KNOW THAT WE ILLUSTRATORS ALREADY HAVE OUR OWN PROMOTION TOOLS?"

KEEP THINGS CLEAR

You should always keep clients informed to open their eyes. If you accept a commission for someone close (a sibling, a neighbour...) who cannot pay you, give them an invoice with the real price of the commission with a discount applied. You will thus make real value of your work more visible.

HUNGER TODAY, HUNGER TOMORROW

It is up to each person to decide to what point they are willing to give away (or undersell) their work. But before accepting unpaid work, consider whether it is really worth entering in the *do-it-for-free* dynamics. Remember that doing certain work for free will harm other professionals and you are undermining the whole professions (including yourself).



THE ILLUMINATED CLIENT IS THE BEST CLIENT



Illustration: Nuria Díaz

4. THE 'ILLUMINATED' CLIENT IS THE BEST CLIENT

The illustrator-client relationship should always be fluid, respectful and satisfactory for both parties. **The informed and communicative client, the one who knows the profession of the illustrator and recognises the value of their work, is an excellent client.** But there are also clients who do not know (or who do not want to know) how the profession functions.

Some of them have no idea of the time or skills involved in producing a commission and others ignore the scales that determine the real price of a job. Others ask for proposals, sketches and changes time and time again, justified by the old saying "He who pays the piper calls the tune". And then there are clients who want you to do X+Y+Z, but just pay for Z. You should enlighten the clients and gradually give them clues about how our profession works to avoid this type of misunderstandings and disagreements.

■ ILLUSTRATION: CHAIN OF PREJUDICES

In our sphere, unfortunately, illustration is an undervalued activity culturally, socially and economically. However, that is not the case in countries like France, the United Kingdom and the USA. **It is important to get rid of the prejudices surrounding illustration, both in the clients' minds and – please note! – in those of the illustrators' themselves.**

Let us go over some basic points. **Illustration is a profession: illustrators are qualified professionals and we must behave and be treated as such.** Things are not done quickly and efficiently without years' experience: you must not agree when people say "don't charge me much as it will take you half an hour". The illustrator has to pay bills (and often many) and cannot afford that the payment is in form of "promotion" and so on.

"IT IS IMPORTANT TO GET RID OF THE PREJUDICES SURROUNDING ILLUSTRATION, BOTH IN THE CLIENTS' MINDS AND IN THOSE OF THE ILLUSTRATOR'S THEMSELVES"



"WHEN AN ILLUSTRATOR PRIDES THEMSELVES ON BEING EFFICIENT AND PROFESSIONAL, THEY CAN ASK THE SAME FROM A CLIENT"

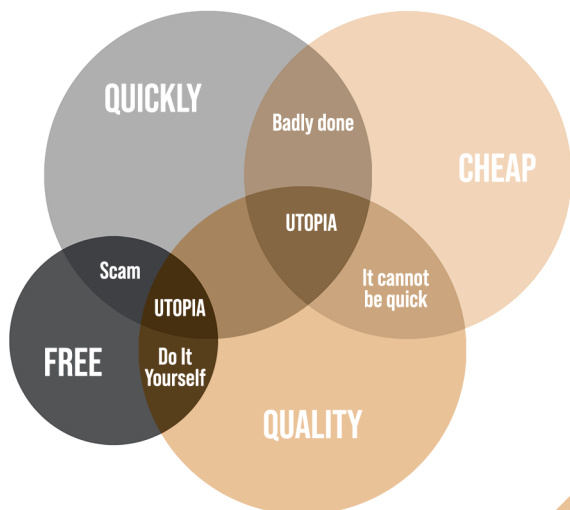
■ THINGS THAT CLIENTS MUST KNOW

- When an illustrator prides themselves on being efficient and professionalism, they can ask the same from a client. When embarking on a professional partnership, both parties assume certain rights and undertakings.
- Visual artists sell their work; in turn, **illustrator sells rights on their work.** The commission or payment for the rights of the illustrations does not make the client their owner (and even if the client buys the original, that would not make them the owner of the rights on the work).

"CUSTOMERS SHOULD BE ENLIGHTENED TO AVOID MISUNDERSTANDINGS AND DISAGREEMENTS"

- If a client calls you for quick, cheap and quality work, show them the graph on page 15.
- Always establish the terms and conditions of the commission in writing, preferably in a contract. Clients are always going to be more likely to respect the terms set out in a written agreement and they are not going to be able to hide behind "that was not what we discussed". Make sure that the agreement is clear about the uses for which you are assigning the work and about the number and type of changes that are considered within the quote, and which would increase the price.

HOW DO YOU WANT YOUR PROJECT?



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[Source: asmws.com]

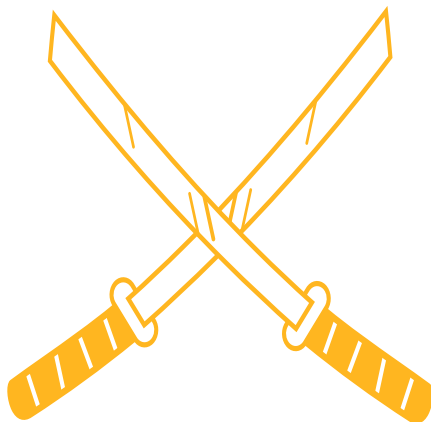
"IT TOOK ME A FEW SECONDS TO DRAW IT, BUT IT TOOK ME 34 YEARS TO LEARN HOW TO DRAW IT IN A FEW SECONDS"

PAULA SCHER

IN CONCLUSION

Each person is a world, and you have to assess to what extent you can improve your client's way of working: it is, obviously, about have a certain deft touch. If the client is receptive, give them the "Clients' Guide" of the *Nuevo libro blanco* (if you don't know it, you should check it out; you may discover some things you did not know).

Answering your client's requests with arguments and ways of working backed up by the practice of thousands of professionals can be successful in many cases. You should always make it clear that **good practices equally benefit the two parties involved**, as the relationship is on an even more professional footing. And do not forget that as a professional you also have commitments, a small code of conduct that you can also find in the *Nuevo libro blanco* (pp. 54-55).



BEFORE ILLUSTRATING, KNOW HOW MUCH TO CHARGE

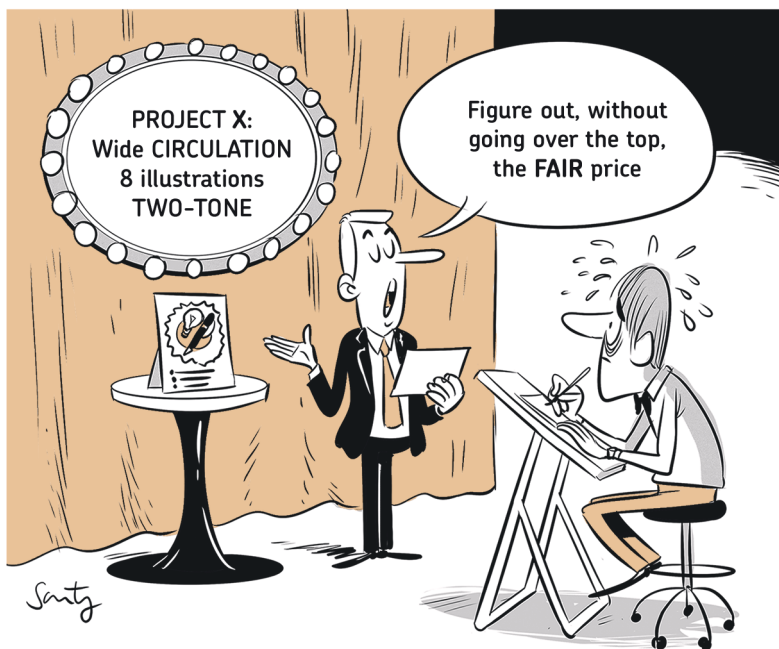


Illustration: Santy Gutiérrez

5. PUTTING A PRICE ON YOUR WORK

One of the things that most concerns a freelancer is knowing how much to charge. Freelance illustrators should **know and know how to apply the scales on which to base their work**. And not only that: they must be able to defend their rates and have negotiating skills. Remember that negotiating is a dialogue, not a monologue by the client. Do your bit.

FIND THE IDEAL QUOTING FORMULA

Many aspects must be considered when preparing a quote. In some fields, such as mural paintings, for example, a price per square metre can be calculated. In other cases, you should charge per hour; you therefore need to know how much your hour of work is worth (check out the links at the end of this article). However, quoting will be more complex in the majority of cases and you will need to take multiple factors into account.

LOW PRICES = SELF-BOYCOTT

If you are new to this, you may think you should charge a low fee, or nothing, to “get your foot in the door”. A mistake: everybody works to make a profit. Your price must cover your costs and generate earnings. **Offering lower rates does not guarantee you will get more clients.** Sometimes the reverse occurs. If your prices are too low, you can give the impression that you are not good at what you do. If you do not think you are worth it, who is going to think you are?

PRICING

The Spanish Competition Act forbids Spanish professional associations from setting guideline prices. That is closely monitored by the CNMC (Spanish Antitrust Authority) and it has already heavily fined several of the associations. Price tables cannot be included in this article, but we would recommend asking established colleagues for guidance about prices.

KNOW THE SCOPE OF THE PROJECT; THEN SET YOUR RATE

Do not rush off a quote. You must consider these aspects:

Personal aspects: Your work has certain costs (materials, furniture, invoices, social security contributions, taxes, software...). And living as well: rent or mortgage, transport, children, leisure... Furthermore, your skills and your talent are the result of many years of investment and training: do not undersell them.

The market: Know the market, get information, consult and ask other professionals about the figures with which they work. But do not undercut the prices (that is really shooting yourself in the foot): find out how much you need to charge to make a living from this and be on the market.

The client: You should not charge your cousin Lola

the same for her shoe shops as you would charge a multinational soft drinks company. And assess if they are an easy client or if they are a real headache (and you should charge these more :).

And, finally, the be-all and end-all: **the project.**

"IF YOUR PRICES ARE TOO LOW, YOU CAN GIVE THE IMPRESSION THAT YOU ARE NOT GOOD AT WHAT YOU DO. IF YOU DO NOT THINK YOU ARE WORTH IT, WHO IS GOING TO THINK YOU ARE?"

THE PROJECT: FACTORS DETERMINING THE PRICE

Project scope (dissemination):

- The **level of exploitation** of the work on different media and means.
- The **time frame** for which you are assigning the work (a year, five years, indefinitely...)
- The **geographical scope** of the work (local, regional, international...)

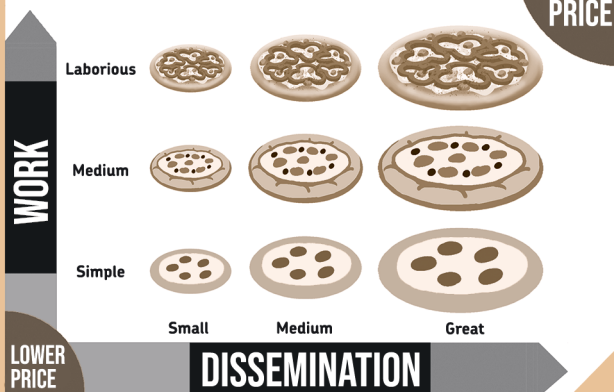
Specific characteristics of the project (work):

- The **format** of the work.
- The **number of illustrations** or pieces commissioned.
- The **execution technique and the printing method** (black & white, in two colours, in full colour, etc.).
- The **complexity and the production time**. The “recipe” can be rather straightforward or complicated (for example, a technical illustration of a liner or a hyper-realistic portrait require hours slaving away).
- **Creativity**. It is not the same to follow very specific instructions (when they give you a very specific and detailed *briefing*) as when you have to invent them (“make something with a *punch*, that reflects our company’s values, you know what I mean”). The latter clearly involves more work.

'ILLUMINATED' QUOTE

(IF THE PROJECT TO BE QUOTED WERE A PIZZA)

HIGHER PRICE



EXTRAS THAT INCREASE THE PRICE:

⚙️ COMPLEXITY
⚡ RAPIDITY
💡 CREATIVITY



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"IF YOU ONLY WANT TO BE A GREAT ARTIST, DO US A FAVOUR: DO NOT TURN PROFESSIONAL."

MARK LEWIS

- **The urgency of the delivery.** If they need the work "yesterday", you will have to leave another job to one side and use part of your free time. The urgency of the delivery may mean the illustrator has to put in overtime or work at weekends and on bank holidays. That must be reflected in the price.

Finally, when you arrive at a figure that you consider fair, do not lower it before you've revealed it. Let the client decide whether or not the figure is high and begin to negotiate it from there. When you send the quote to the client, **carefully explain** all the concepts and details so the client understands where the figure comes from.

price of five years ago? Set a cut-off date to avoid that occurring.

- **If the clients tell you that you are very cheap...** It is a magnificent opportunity to raise your rates. They are the ones indicating that you are charging little for the work you do.
- **When you are working, log your working time to know what you are charging.** There are online tools to help you log your working time. This will let you know what you are earning per hour and how productive your time is. If you are far off your price per hour, you quoted badly: try to improve it for the next commission.

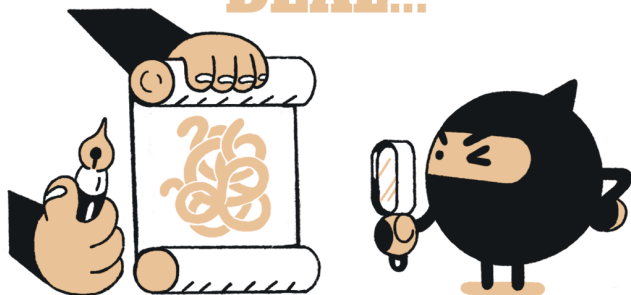
ONCE THE QUOTE IS CALCULATED

Final details that will avoid problems for you once the value of the work has been obtained:

- **If the client adds an extra task to the project, the price rises.** And that must be made clear as soon as the work starts. More work must mean more pay.
- **The rates must have a cut-off date.** Can you imagine what will happen if a client produces a quote that you gave them five years ago with the



BEFORE SEALING THE DEAL...



CHECK THE CONTRACT

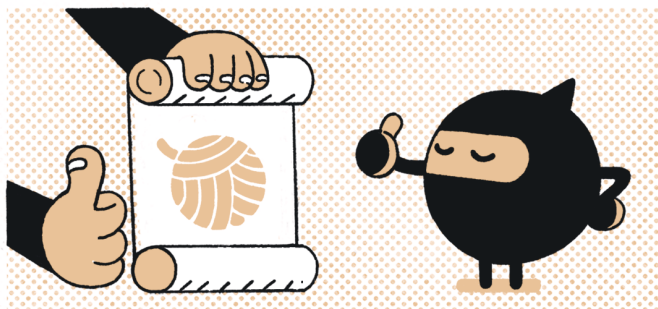


Illustration: José Domingo + Guitián

6. NEGOTIATING DEALS, DECIPHERING CONTRACTS

Contracts legally formalise professional relations, regulating the use for which you hand over the work and what you earn. Therefore, you need to know the legislation, contract terminology and copyright. **Your lack of knowledge of what you are signing in a contract can only harm you.**

CONTRACT DEFINITION

Contracts generate a series of legal effects, obligations and rights for the parties, who voluntarily undertake to abide by what has been agreed. The Spanish Intellectual Property Act (LPI) states that a publishing contract must be in writing and lay down a minimum content (Article 60).

WHY YOU NEED TO KNOW ABOUT CONTRACTS

Even though some illustrators work with agents, the majority of the sector's professionals are our own managers. It is fundamental to differentiate between the different uses and assignment of rights to keep control of what you hand over and what you do not. For example, when agreeing a publishing contract of a graphic novel, the publishing rights are not assigned to other languages, nor are the transformation rights (animation, film, television, videogames, etc.) nor the merchandising rights. Each differentiated use must have its contract, as the LPI establishes:

Article 57.2: The assignment of rights for each of the different exploitation methods shall be formalised in independent documents.

PRIOR TO SIGNING THE CONTRACT

- **Do not rush to sign.** Take your time to check it. Do not feel under pressure: **nobody signs a contract on the same day as it is put on the table.**
- **Be clear about what you are assigning and what you are not assigning.** Pay careful attention to the different **scopes of the exploitation** (geographical, linguistic, time, uses, media) and if the remuneration is in line with that exploitation. Assign the rights for well-defined uses, periods and scopes and always keep control of the remaining types of exploitation. Never assign en bloc all the economic rights of a creation.
- Carefully review the clauses and terms and conditions. Small print continues to be synonymous with subterfuge. Do not be surprised if you sometimes find "if you can get away with it" type clauses in a contract. Be very careful with **euphemisms and business jargon**. When in doubt, it is always better not to sign and **propose changes to the wording**. If there are any points that are not clear, ask the client to clarify them.
- **Get advice.** Check with professional associations and with illustration forums. Show the contract to established colleagues. Or you can also check the contract with the contract models in *the Nuevo libro blanco*.

ABUSIVE CLAUSES

A "greatest hits" of abusive clauses seen in real contracts are listed below. Reject this type of clauses in your contracts:

"THE WORKS SHALL BECOME PART OF THE ILLUSTRATION STOCK OF THE PUBLISHING GROUP"

This abusive condition often appears in text book contracts. Never hand over work for it to be reused indiscriminately with nothing in return.

"THE AUTHOR ASSIGNS TO [...] THE INTELLECTUAL PROPERTY OF THE WORK AND ITS EXPLOITATION"

If the creation is yours, it is an illegal clause: what you assign are only certain exploitation rights of your work. This is only valid when you are working on third-party creations (e.g., as an animator contracted for an animation feature film).

«ASSIGNMENT OF DISSEMINATION AND TRANSFORMATION RIGHTS IN ALL EXISTING MEANS AND MEDIA AND TO BE INVENTED»

According to the LPI (Article 43.5), the transformation of the exploitation rights shall not cover methods of use or means of dissemination that did not exist or were unknown at the time of the assignment.

"ASSIGNMENT OF DISSEMINATION AND EXPLOITATION RIGHTS FOR THE WHOLE UNIVERSE"

The largest scope at the moment (even though there are those who like to think otherwise) is the planet Earth. Surrealism apart, you must not leave the scope of dissemination or the exploitation language undefined (and, please note, putting "all" is undefining).

ALTERNATIVES TO THE CONTRACTS

- Quotes continue to be used a great deal in the advertising and similar sectors. They can **include clauses** on the different aspects of the commission: exploitation scopes and uses, payment terms, corrections included in the price, etc. The client must **accept** the quote in writing, either by signing the quote or by **accepting it by email** (keep those emails, they are legally valid if things go wrong).



ILLUSTRATION CONTRACTS

WORK AREAS	RECOMMENDED CONTRACT MODEL [*]	TERMS OF PAYMENT		
		Royalties	Advanced royalty	Fixed price
Book, books for children and young people, comic	BOOK / DIGITAL BOOK			
Covers, front covers	BOOK COVER			
Multimedia, interactive, apps, website animation...	INTERNET / DIGITAL			
Animation design/art (short films, feature films, series)	ANIMATION			
Editorial illustration, graphic humour	PRESS			
Poster, shop-window dressing, storyboard, AV, scenery...	VISUAL CREATION			
Advertising, branding, motion...	ADVERTISING			
Character for advertising/packaging	MASCOT			
Licensing, textile, illustrated product...	MERCHANDISING			

* (Contract models from the FADIP Nuevo libro blanco)

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"YOU DON'T GET WHAT YOU DESERVE, YOU GET WHAT YOU NEGOTIATE."

LINDSAY VAN THOEN

NEGOTIATING: SOME TIPS

As has already been discussed, the freelance illustrator must be good at negotiating. Negotiations must be a dialogue and not a monologue by the client. Remember that the client is not doing you a favour: they are interested in your talent because they are going to benefit from it (another thing is that some clients try to contract your talent for a pittance ;).

- Did you approach them or did they approach you? Negotiations are not the same when you are looking for work or when the work comes to you. If you approach a new client, they can set the terms and conditions. However, if it is the client who approaches you, you are at an advantage: you have something that interests them. Let yourself be wooed and let them make the first move.
- Let the client make the first offer. Some commissions already come with a financial offer (which makes things easier), but do not accept it without further ado: always try to negotiate a better offer. They will sometimes ask you to provide a quotation. Don't be caught out and quote a low figure: first ask the customer what the budget is for that commission.
- Counteroffers. If you are happy with the figure, go ahead and accept it. If is lower than what you expected, you should counteroffer with a figure that really reflects the value of the commission. Another counteroffer is to propose a small work volume, adapting it to the budget offered. In the sectors where the author receives royalties, you can also propose a higher percentage as a bargaining chip. (In the book sector, the writer-illustrator tandem usually receives 10% of the sales of the title, which are divided in different proportions that depend on the volume of text and of illustration in the work).
- When will I get paid? Waiting to get paid is a real bane of the profession, particularly in areas such as advertising or institutional campaigns. Until recently, many agencies usually paid freelancers at 60, 90 or even 120 days (!!!) This type of delays – difficult to justify – are stifling and jeopardise the illustrator. Those dynamics should be broken and payments should be more streamlined. The public sector has rigid and flow procedures, but you can always suggest alternatives in the private sector: advances, split payment formulas, shorter payment terms, prompt payment discounts, etc. This should be your mantra in your negotiations: an illustrator who delivers the work efficiently and on time is entitled to be paid efficiently and on time.

GETTING PAID IS SOMETIME AN ORDEAL



Illustration: Gutián

7. DEBTS AND DEFAULTS

If you are *freelancer*, you are sure to come across this sometime, if you already have not: **a client who does not pay**. It can sometimes be straightforward to get an outstanding invoice paid, but other times it can be gruelling.

If there is no other option, you will be forced to involve a lawyer, but there are some steps you can take to try to be paid:

- 1) Remember you are **claiming something to which you are entitled**. Do not be embarrassed or stress about asking for payment: you have earned it and it is yours by law. Be firm and do not easily accept the excuses that they will give you; do not be naïve.
- 2) **Make sure that you have not made a mistake**; check your bank statements carefully before seeking payment (it is sometimes easy to miss that an invoice has been paid).
- 3) **Keep up the pressure: call every week** until you manage to get paid; don't put it off, call the client so they do not "forget". The first communication is usually friendly, as the failure to pay may be due to an error or oversight by the client. But look out for the same old excuses. If you have to insist, be assertive when communicating with the client, but do not be aggressive or a pushover.
- 4) After calling several times, **make a formal claim for payment**, making sure that it has been properly received by sending it by registered mail, or by **burofax (certified fax with proof of receipt)** if you want proof of the content of the notification. It is time to be firm: you must indicate the exact amount of the debt and demand payment on a specific date, with the warning that you will take legal action if payment is not made.
- 5) If you do not receive a satisfactory answer from the company, you have different options:

- If your patience still has not run out and you want to exhaust amicable avenues, there are different out-of-court measures:

a) **Civil conciliation** is a straightforward and flexible process, and the procedure is free. You do not need a solicitor or a barrister. You have to file an application (you can fill in an official form) at the court of first instance or magistrate court of the address of the debtor. The debtor will be summoned to attend a conciliation session and try to settle the dispute voluntarily. This procedure, with the figure of the conciliator, will allow you to obtain an acknowledgment of debt and a payment settlement agreement, either on a specific date or in instalments. The result will be an agreement which the parties reach voluntarily, will be enforceable and binding.

b) If you still have smooth relations with the client but you fail to agree about the amount or the reasons of the debt, you can refer it to **mediation or arbitration**, in this case agreed and voluntary by both parties.

"MAKE A CLAIM FOR PAYMENT IN WRITING, MAKING SURE THAT IT HAS BEEN PROPERLY RECEIVED BY SENDING IT BY REGISTERED MAIL OR EVEN BY BUROFAX"

– **Mediation**: it is an amicable, confidential and rapid process. The parties seek to reach an agreement with the help of a mediator, who will ensure agreement and dialogue, without the mediator imposing their will. It is not free. If you manage to reach an agreement and it is put on public record in a deed before a notary public, it will be binding and enforceable.

– **Arbitration**: in the same way as mediation, it is an amicable, confidential and short procedure, which also involves a cost for the parties. Both parties agree to abide by the decision of an arbitrator, who will issue a ruling (award), with enforceable effects comparable to a legal ruling.



TOP DEFAULTERS

SILVER



THE SLACKER

HOW TO RECOGNISE THEM:

Bad manager. Accumulates debts by apathy, forgetfulness, incompetence or just because.

WEAPONS:

"I promise I will do the transfer tomorrow"

HOW TO MAKE THEM PAY:

Write to them. Call them. Talk to them in person. Insist. Letter. Burofax. Insist.

GOLD



THE REAL PRO

HOW TO RECOGNISE THEM:

Bad manager. Accumulates debts by apathy, forgetfulness, incompetence or just because.

WEAPONS:

Untraceable. Countless excuses and cop-outs.

"I am insolvent, Your Honour"

HOW TO MAKE THEM PAY:

With professional help and headaches. Better prevent than complain: avoid working with them.

BRONZE



THE 'SCRAPPING BY'

HOW TO RECOGNISE THEM:

Freelance of SME. Intends to pay but with cashflow problems.

WEAPONS:

"I'll pay you when I get paid"

HOW TO MAKE THEM PAY:

Write to them. Call them. Look for a reasonable solution: instalments, in kind, etc.



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"THE CON-ARTIST PAY THEIR DEBTS ON 30 FEBRUARY."

ANÓNIMO

"IF YOU HAVE TO INSIST, BE ASSERTIVE WHEN COMMUNICATING WITH THE CLIENT, BUT DO NOT BE AGGRESSIVE OR A PUSHOVER"

- If you want to go directly down the judicial avenue: lodge a **petition for small claims proceedings** in the court of the address of the defendant (and if your client is not Spanish, but is from another EU country, you can seek a "European Enforcement Order procedure for uncontested claims"). It is a quick and straightforward procedure for your small claims. If the amount owed is under 2000 euros, you will not need a solicitor or barrister during the procedure. In any event, you should **consult a specialist lawyer** before embarking on small claims proceedings.

TO BE ON THE SAFE SIDE:

- Before accepting commission from clients that you do not know, **ask for references from other illustrators**. It is always advisable to have indicators of liquidity and reliability of the clients with whom you are going to work for the first time.
- Clearly state the payment terms in your quotes or contracts so you can seek payment if necessary. Specify:
 - The **payment date (or dates)**
 - The **way** (advance, on delivery, mixed, at so many days...)
 - The **means** (transfer, cash, cheque, by Paypal...)

Get information from your professional association or from self-employed associations. **The Vegap** also offers a legal advice service for its members.



THERE IS NO RIGHT TO THEFT AND PLUNDERING



Illustration: Leandro

8. PLAGIARISM AND IMPROPER USES

Improper uses, theft and plagiarism of graphic creations are increasingly more common. Illustrators must be aware of the legal tools to enforce your rights regarding this type of offences. And, wherever possible, must seek compensation proportional to the damage caused.

LEGAL WEAPONS AGAINST IMPROPER USES

According to dictionary definitions, plagiarising is substantial copying other people's works and claiming them as your own. **Plagiarism** and the **improper use** of a work of yours (without your permission or accreditation, regardless of whether or not they are profit-seeking) infringe your *moral rights*. If there is also commercial or economic advantage from the plagiarism or improper use, there will also be infringing your **economic rights**.

In the case of moral prejudice, the Intellectual Property Act (LPI) states that it "shall entitle to damages even when there is no evidence of economic prejudice", and they shall be determined according to the circumstances of the infringement, the seriousness of the harm done and the extent of unlawful dissemination of the work". The LPI also stipulates that the author may seek compensation for economic damages according to the "negative economic consequences, including the *lucrum cessans* suffered by the aggrieved party and the profits that the infringer may have obtained from his unlawful use" or "the money the aggrieved party would have received, if the infringer had requested a licence to use the copyright in question".

The **Criminal Code** (Article 270.1) establishes the fines and prison sentences that may be consequences of the plagiarism or use of works without permission of their author.

Once the infringement of rights is notified to the client or third party, **negotiations** should start. If you do not manage to be paid compensation, and provided that the infringement is accredited and can be proven, as the author you can lodge a claim with the courts for the amount you are seeking. It is obviously desirable to reach an agreement prior to having to resort to judicial channels.

"IT IS DESIRABLE TO REACH AN AGREEMENT PRIOR TO HAVING TO RESORT TO JUDICIAL CHANNELS"

INTERNATIONAL PROTECTION

Protection of copyright internationally is regulated by the *Berne Convention*, signed by over 160 countries. This convention guarantees the authors of any signatory country the **automatic protection of their works in all the other countries that have signed up to the convention**.

HOW TO ACT IN THE CASE OF THE IMPROPER USE OF YOUR WORK

If a client is improperly using a work that they commissioned from you:

Check that that use was not envisaged in the agreement and therefore infringes your rights. You are entitled to seek additional payment for that unagreed use. If you would like to maintain that new use or expand it, you should negotiate a higher price for the sale or expanding the assignment of your work. In any event, prior to making any claim, carefully check the conditions for the job and the contractual terms (if, for example, you did it as an employee for a company, the exploitation rights belong to that company, except when you signed to the contrary).

If it is plagiarism or improper use by third parties:

These are the steps you can take when you come up across these surprises:

- **Do not jump the gun.** Find out who is responsible, but do not contact them or publicise the theft. **Act dumb while you gather information.** Assess whether the use is within the copyright limits (pg. 21 of the *Nuevo libro blanco*): for example, if it is on a mural on a public thoroughfare, it can be reproduced without the author's permission.
- **Evaluate the scope of the infringement and gather evidence.** Investigate the scope of the use of plagiarism (dissemination or circulation of data) and if it is generating earnings. Gather proof (physical copies of the plagiarism, adverts, copies, screenshots of the infringers' website, sales figures, etc.). **In plagiarism cases, make a comparative graph** that shows the "more than reasonable similarity" between the original and the plagiarised work. All that proof is useful for the infringement to be recorded in a notary deed once the case is brought. Determining whether or not something is plagiarism may imply a subjective component, but the more arguments you have to support the complaint, the greater your possibilities are of the plagiarism being recognised.
- **Making the plagiarism go viral.** There are cases where it does not make financial sense to take legal actions against the infringer, but you can disseminate the case

WHAT TO DO IF YOUR WORK IS PLAGIARISED

1  KEEP CALM Locate the people responsible, but do not contact them or disseminate the plagiarism.	2  CALCULATE THE EXTENT AND THE SERIOUSNESS Degree of similarity, turnover or earnings, circulation, time in circulation...	3  GET PROOF Copy of the publication or the products, adverts, photos, screenshots, news, etc.
4 GET ADVICE  Experienced colleagues  Professional associations  Copyright lawyers: recommended in Steps 5 and 6	5 CONTACT THE INFRINGER  Specify which rights are being infringed  BUROFAX  Demand the plagiarism cease  Demand compensation	6 APPLY PRESSURE AND SEEK AN AGREEMENT  Use the trump card of a boycott campaign only if necessary  Formal notices (sales points, intermediaries...)  The ultimate trump card is always legal action

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"ALL ARTISTS ARE PROTECTED BY COPYRIGHT... AND WE SHOULD BE THE FIRST TO RESPECT COPYRIGHT."

BILL CANYON

among the profession and on social media. A well-orchestrated action to discredit the infringer going viral can be very successful. (Be careful with how you go about it: do not use personal attacks or insults against the infringers or they may take legal actions against you.)

- **Get advice.** Ask experienced colleagues for advice or take your case to your professional association. Depending on the seriousness, extent and the profit from the infringement, there are different measures you can take: demand the withdrawal of the stolen work, seek compensation, get the theft in the media or take legal actions.
- **Resort to a lawyer.** If you have reached this point, there is a flagrant infringement or demonstrable economic damage and it is worth getting legal advice. A short meeting with an intellectual project lawyer will not be expensive. They will clarify whether it is worth making a claim and the best actions you can take. The first formal measure is usually a **formal notice sent by burofax to the infringers**, ordering them to cease the infringement and that they must withdraw the work or product from circulation.
- **Apply pressure and negotiate.** Whether the other parties answer this first burofax or they do not, the lawyer will advise you on the following actions you should take. Finding means of pressure as a way to reach an agreement with the other party is always recommend-

ed. Legal proceedings are usually slow, upsetting and expensive: it is well known that *a bad deal is better than a good trial*.

PRECAUTIONS AND PROVISIONS

- Register your creations at the **Intellectual Property Office** or at online services such as **SafeCreative**. You should register the work and projects prior to showing them to publishing houses, producers, agencies, etc., or even before disseminating them online. Registration is not irrefutable proof – anybody could also register a work that is not theirs -, but it does prevail in case of any discrepancy.
- **Do not give or send copies or dossiers** of your creations to third parties before registering them.
- **Sign your images.** Put your artistic name on the images you upload online, if possible, using the copyright symbol (©), or the relevant **Creative Commons** one, so your intellectual property is recorded internationally.
- **Only share and upload low resolution files**, to make unauthorised use difficult.
- Specify in detail **the uses and applications** for which you are assigning your work in your quotes or contracts.

DO NOT LOSE IT WITH THE PAPERWORK



Illustration: Guitián + Leandro

9. THE ROLES OF THE ILLUSTRATOR

Just like any freelance professional working in Spain, **the illustrator has to deal with health care coverage, tax and bureaucratic conditions that are rather thankless and cumbersome.** This article summarises these conditions and we offer some tips to help you ensure the paperwork does not become an uphill battle.

1. SELF-EMPLOYED AND IAE BUSINESS TAX

Do I have to register with Social Security?

The law requires **anybody** who is going to take up an economic activity to register with the Tax Office and with the Social Security system. There are no exceptions. However, **if your activity is not regular** and your annual income is approximately lower than the national minimum wage, you do not have to register with the Social Security system; a 1997 ruling by the Supreme Court endorses this criterion, but it still does not tally with what the Social Security institute believes. It may be of use as a provisional solution, but always remember that you would not be fully legal (more information on pages 35-36 of the *Nuevo libro blanco*). In any event, remember that it is always compulsory to register for the IAE business tax with the Tax Office, whether or not you register for Social Security.

One option used by many self-employed when their activity is **sporadic** is to register with Social Security only for the months when that activity takes place. Using that trick to only issue invoices during the months you are registered runs the risk of an inspection and having to pay a fine and the overdue months. You should not forget that constantly registering and unregistering from the system affect the benefits and you may even end up without health-care cover.

Invoicing through a cooperative

The option of “**invoicing cooperatives**” has also emerged in recent years. They are companies that offer to invoice for you: they register you for a few days with Social Security (as if you were an employee) for each invoice and when the invoice is paid, they will pay you the money and keep a commission to cover their service. It may be a good solution for **sporadic works**, but if you are going to invoice on a continuous basis, do your numbers: in general, it is going to be more expensive than being self-employed. Also note that if you are only registered with Social Security for several days a month, your benefits are not going to be the same as if you are continuously registered.

Some experts have doubts about the status of these cooperatives (given that they push the original meeting of a cooperative) and recommend, if necessary, to use those that specialises in a specific sector (cultural, creative...).

How to register as self-employed

You first need to register in the **Tax Authority's census** of professionals using **Model 037** form (you can buy it here, **download it free on charge from its website** to submit it in person or **fill it in and file it online using a digital certificate**). The IAE tax epigraph for illustrators is **861** of the second section (artistic activities). Professional are exempt from paying IAE (business tax). You then need to register at a **Social Security Treasury** office in the Special Scheme for Self-Employed Workers (**TA.521 model** form) and chose a contribution base.

From your first registration in Self-Employed Workers (Social Security) onwards, you will no longer be able to issue invoices outside the registration period. The time period for registering as self-employed is throughout the first month of being registered with the Tax Office, but it is currently 3 days for ending registration.

2. INCOME TAX

Once you are registered, you can issue invoices. Apart from the concept and the amount, the following always have to appear on the invoices:

- **All your tax details**
- **The tax details of the client**
- **The invoice number** (consecutive, within the current year)
- **The issue date**
(along with the **concept** and the **amount**).

The invoices must indicate the IRPF withholding to be applied. It is currently **15%**. (For **new** self-employed workers in professional activities, the withholding is now only **7%** within the year they register and the following two.)

3. VAT

Illustration work as assignment of copyright (i.e., practically all of them) is **exempt from VAT**. On the other hand, VAT is applied to graphic design work: illustration is not considered as a professional service for tax purposes, but rather as an assignment of a creation in exchange for a consideration. However, please note, VAT must be applied to the sales of the original or applications of an illustration (a postcard, a T-shirt).

IAE BUSINESS TAX / SELF-EMPLOYED REGISTRATION

REGISTERING FOR IAE (TAX OFFICE)

FORM

037

The activity's epigraph is:

861

If you do not apply VAT, indicate the exemption on the invoices.

WHY DO I HAVE TO REGISTER?

To declare the activity and be able to issue invoices

CAN I DO IT ONLINE?

YES, YOU CAN

The IAE (business tax) is free

You need to submit the same forms in the same order to cancel being registered.



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REGISTERING AS SELF EMPLOYED (SOCIAL SECURITY)

FORM

TA.
0521

Indicate the contribution base and the mutual insurance company.

WHY DO I HAVE TO REGISTER?

To be able to have social security cover (and hopefully, a pension)

CAN I DO IT ONLINE?

YES, YOU CAN

MONTHLY PAYMENTS*

Self-employed under 30: from €50
New self-employed: €180

Minimum general contribution: €266

(*June 2016 figures)

"THE SELF-EMPLOYED NEVER GET ILL: THEY HAVE NO OTHER CHOICE."

FREELANCE PROVERB

"IT IS ALWAYS COMPULSORY TO REGISTER FOR THE IAE BUSINESS TAX WITH THE TAX OFFICE, WHETHER OR NOT YOU REGISTER FOR SOCIAL SECURITY"

If you are to do work that is exempt from VAT, indicate it on the Model 037 census registration form, and you will not be required to file VAT returns. You should include "Operation not subject to VAT pursuant to Article 69.1.1 of Act 37/1992" on invoicing work exempt from VAT.

4. INCOME TAX RETURN

When you are required to file

If you a *freelance* (i.e. you work as self-employed and you are registered with the Tax Office), you are always required to file an income tax return, regardless of your income.

Tax data

Tax data help the self-employed to fill in their tax return. They include the data and figures on your activity within the tax year:

- The list of the **payments** that clients made to you.
- The relevant income tax (IRPF) **withholdings** on those payments.
- Certain activities that can be reflected as **earned income**.
- Your contributions to the **self-employment** system.

If you do not receive your tax data, you can download them from the tax office website. **Always check your data**, because if any of the information is missing or is not correct, you are responsible for their appearing correctly on your tax return.

Deductible expenses that you can include in your tax return

In general, the *freelance* illustrator declares expenses and income using the "direct estimate professional activities" regime. Costs directly related to your work, such as self-employed contributions, materials, supplies, external professional services, etc. can be included.

KEEP INFORMED **JOIN AN ASSOCIATION**

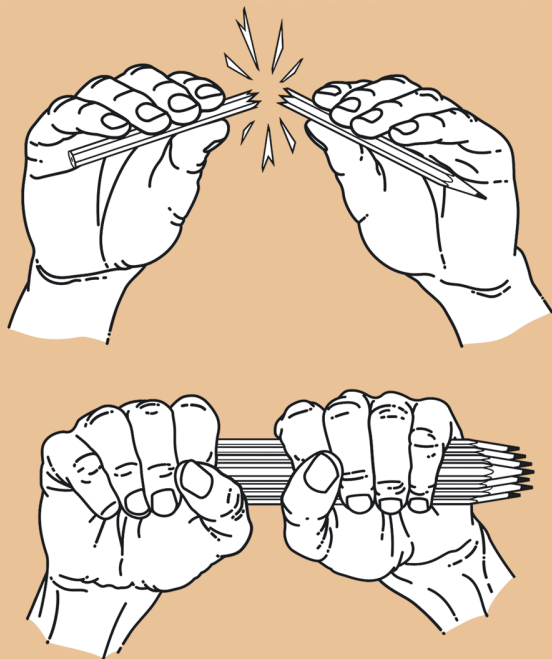


Illustration: Ictioscopio

10. KEEP INFORMED AND JOIN AN ASSOCIATION

The strength of freelance creatives is union and information. An active and informed professional group with common objectives is a stronger professional collective. Professional associations of illustrators are working in that direction to enforce our rights and achieve greater recognition for the whole profession.

THE NEW SCENARIO

Globalisation and digital tools are redefining markets and the way of working. Some traditional illustration sectors are going under while new areas, new business models and new dissemination channels are emerging. The economic crisis has also helped fuel the proliferation of *freelance* creatives worldwide. The complexity of this new scenario hinders the implementation of global regulations defending the interests of the creative artists, particularly regarding the use and monetization of illustration on digital media. **Regulations are crucial support to exercise the profession.** And without regulation, the “free global market logic” can undermine our professional conditions, as has been happening with *spec work*.

"IN THE ABSENCE OF REGULATIONS, FREELANCERS NEED TO EXCHANGE AND SHARE INFORMATION"

INFORMATION IS POWER

Markets and technologies are usually two steps ahead of the law. It is, therefore, not surprising that governments and legislators react slowly to the 2.0 market movements and practices. **In the absence of regulations, freelancers need to exchange and share information.** It is up to us *freelancers* to act in common to develop the regulations that defend our work and our rights. It is therefore essential to share useful and preventive information: *ninja* information (regarding the price and market trends, laws – and their loopholes –, toxic clients, new abusive practices, corporate and commercial agreements, tax systems of other countries and markets, new infringements of our rights, etc.). Information is power, the power of the *freelancers*.

THE ILLUSTRATOR'S NEW CLOTHES

Getting work may be more complicated in this new market ecosystem than the traditional knocking on doors or sending portfolios. Getting commissions or streams of work often involves **expanding the radius of action** (new work areas, foreign markets) and **consolidating negotiation and marketing skills**. Illustrators are assuming different roles and tasks now more than ever: they need to be the *social manager*, editor, agent, producer, designer, market researcher, etc. of their own micro-company. **The traditional niches are now rarer, but, in return, it is more feasible to create your own niche.** However, illustrators who wish to find their gap need information and the appropriate skills, or instead of making a niche, they can fall in a hole ;-).

OUR PATCH

Traditionally, the illustrator's work attitude has been marked by great **individualism**: solitary professionals who have always gone their own way without having too much interrelation with their professional guild. This isolation trend has gradually changed in recent decades with the arrival of Internet, which fostered the appearance of **forums, platforms and professional communities**. It also laid the foundations for the **association movement** (which in Spain began in 1981 with the creation of the Catalan association, **APIC**; and in Galicia, with the founding of **AGPI** in the year 2000). Yet the social media and collective request platform did not come out of nowhere: coordination is necessary and which only the associative movements are capable of setting up. A commitment that goes beyond “like” online.

PROFESSIONAL ASSOCIATIONS

The mission of the professional associations is to **exercise the joint defence of the profession and improve professional conditions and recognition**. The associations therefore offer:

- advice, information and contractual training
- oriented at students and new members
- promoting its members (through websites, catalogues, exhibitions, participation in trade fairs, job banks...)
- publication of professional reports
- organising symposiums, events and courses

OBJECTIVES OF THE APIS

PROFESSIONAL COMMUNITY

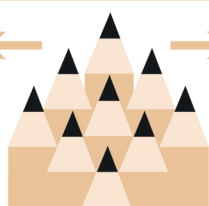
INFORMING
(Nuevo libro blanco, Reports from the Illustration Observatory, Ninja Guide...)

INVIGORATING
Professional events

CLIENTS AND MARKETS

DEFENDING the rights and conditions of illustrators

FOSTERING professional best practices



PROFESSIONAL ASSOCIATIONS OF ILLUSTRATORS

MEMBER SERVICES:

- Tax-Labour Information
- Resources and directories
- Training and workshops
- Agreements and discounts
- Legal advice

ADMINISTRATION AND LEGISLATION

PURSUEING SUPPORT AND IMPROVEMENTS in the training, regulation and showcasing the sector

SOCIETY

RAISING VISIBILITY
- Publications
- Media dissemination of the sector
- Presence in cultural events



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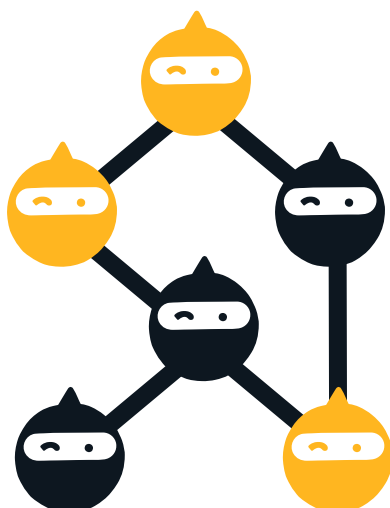
"WHO ACTS IN ISOLATION, LACKS STRATEGY AND SLIGHTS AN ENEMY WILL BE INEVITABLY BE CAPTURED BY OTHERS"

**SUN TZU
'ART OF WAR'**

Furthermore, the association work with other entities in the international and national arena to achieve common goals and act as interlocutors with institutional entities (governments, legislators) and other stakeholders of the sector (publishers, cultural industries, management entities, etc.).

IN CONCLUSION

Paradoxically, you can enjoy many of the associations' achievements even if you are not a member. However, you will only ensure that those achievements are durable and are consolidated thanks to their effective support. It is not just a matter of the direct benefits that you can obtain. There is also a component of professional pride and the fact that nobody is immune to the new problems that continue to stalk the profession day after day: not even the most established authors can avoid a widespread drop in prices affecting their work. Therefore, we need to find out everything that is happening and address the lurking problems with common strategies. We need each other's support to maintain and improve the health (and the future) of the profession.



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What is spec work?

What rights of my work can I assign and which can't I?

How can I seek an outstanding payment from a client?

What can I do if one of my works is plagiarised?

This guide answers those questions and contains useful information to face the dangers and challenges surrounding **freelance illustrators.**

BE NINJA, MY FRIEND.



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