

## **An artist enjoys the exclusive right to permit or prohibit the reproduction of his/her work.**

According to the French intellectual property code, reproduction consists of “the physical fixing of the work by all processes available allowing it to be communicated to the public indirectly” (art. [L. 122-3](#) [1]).

Article [L. 122-3](#) [1] stipulates that such reproduction “can be carried out, in particular, by printing, drawing, engraving, photographing, moulding and any process of graphic and plastic art, mechanical, cinematographic or magnetic recording” and that “for architectural works, reproduction also consists of the repeated execution of a plan or standard project”.

Reproducing a painting in a book, making copies of a sculpture, printing a photograph of an architectural work or printing a design on a t-shirt etc. must therefore be permitted by the artist under the reproduction right, even if the work is only partially reproduced (article [L. 122-4](#) [2]).

## **The artist can claim a royalty for the use of his/her work under the reproduction right.**

The reproduction right can be assigned to a third party. A publisher, for example, needs the reproduction right to be able to print a book containing images of the work.

This assignment, which must clearly identify the mode of use covered, can be exclusive: in such a case, only the beneficiary of the assignment of rights – excluding the artist him/herself – can use the work on the media stipulated by the agreement. If the assignment is non-exclusive, the artist can continue to use the work and give third parties permission to make copies.

**N.B. :** to be valid, an assignment of rights must be extremely precise. Article [L. 131-3](#) [3] of the intellectual property code requires that an assignment of rights must clearly mention “all the rights assigned” and that the “the scope of use of the rights assigned be clearly defined in terms of extent and purpose, location and duration”. This rule is established to protect the artist: if one of these details is missing, the assignment of rights will be ineffective. An invoice marked “all rights assigned” (or

equivalent) has no legal value and does not dispossess the artist of his/her rights.

---

### **Links**

[1]  
[http://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=F24611653BB9276DD25E08E73E24D831.tpdjo15v\\_1?idArticle=LEGIARTI000006278907&cidTexte=LEGITEXT000006069414&dateTexte=20130408](http://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=F24611653BB9276DD25E08E73E24D831.tpdjo15v_1?idArticle=LEGIARTI000006278907&cidTexte=LEGITEXT000006069414&dateTexte=20130408)

[2]  
[http://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=F24611653BB9276DD25E08E73E24D831.tpdjo15v\\_1?idArticle=LEGIARTI000006278911&cidTexte=LEGITEXT000006069414&dateTexte=20130408](http://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=F24611653BB9276DD25E08E73E24D831.tpdjo15v_1?idArticle=LEGIARTI000006278911&cidTexte=LEGITEXT000006069414&dateTexte=20130408)

[3]  
[http://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=280F113BCE58BC3D694D174D7E906244.tpdjo15v\\_1?idArticle=LEGIARTI000006278958&cidTexte=LEGITEXT000006069414&dateTexte=20130408](http://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=280F113BCE58BC3D694D174D7E906244.tpdjo15v_1?idArticle=LEGIARTI000006278958&cidTexte=LEGITEXT000006069414&dateTexte=20130408)