

Artists should retain copyright to their Artwork. However, Artists should expect to grant license to the contracting agency or ultimate owner for reasonable use of images of the Artwork for publicity, educational, and reasonable promotional purposes upon which the parties agree.

If Visual Artist Rights Act (VARA) rights are waived, Agreements should nonetheless provide that, in the event of damage, alteration, or destruction of an Artwork that is not remedied to Artist's satisfaction, or relocation without Artist's approval, if the Artist believes the Artwork no longer represents his/her work, the Artist should have the right to remove his/her name from the Artwork.

Realistic life span of an Artwork should be mutually agreed by all parties and written into the Agreement.

All organizations and entities commissioning Artwork should consider their process for developing projects and selecting Artists in light of the principles in Americans for the Arts [Statement on Cultural Equity](#).