UCP through the Arts conditions

- Publication: UCP through the Arts (the "Magazine")
- Publisher: Nonviolent Peaceforce International ("NP"), registered at 82 rue de Lausanne 1202 Geneva, Switzerland.

1. Purpose
NP is establishing a magazine to showcase artistic representations of nonviolence submitted by civilians affected by conflict. The magazine will be published annually, will feature the work of artists and will embody a different theme connected to Unarmed Civilian Protection (UCP), the core of the work that NP supports globally.

2. The Artwork
"Artwork" means the work(s) described below, together with the Artist's name, biography, artist statement, and any accompanying text the Artist supplies:

#	Title	Medium / format	Year	Notes
1				
2				

3. Ownership
3.1 The Artist is and remains the sole and exclusive owner of the Artwork and of all copyright, moral rights, and any other intellectual property rights in it. Nothing in this Agreement transfers, assigns, or is to be construed as an assignment of any ownership right to NP.

3.2 The Artist retains the original physical work and all rights to reproduce, exhibit, sell, license, or otherwise exploit the Artwork anywhere in the world, at any time, including simultaneously with the Magazine, without needing NP's consent and without any obligation to share proceeds with NP.

3.3 This Agreement creates no work-for-hire relationship, no commissioned-work relationship, no joint authorship, and no employment relationship. The Artist is an independent participant.

3.4 NP acquires no right to create derivative works, no right to sub-license except as expressly stated below, and no right to first refusal over the Artist's future work.

4. Limited license granted to NP
4.1 The Artist grants NP a non-exclusive, worldwide, royalty-free, non-transferable license, limited to the purposes in clause 4.2, to reproduce and display the Artwork.

4.2 Permitted purposes only:
- publication of the Artwork in the Magazine, in print and digital editions;

- reproduction of the Artwork in NP's promotion of the Magazine itself (for example social media posts, newsletters, press materials, the NP website, and launch or exhibition events announcing the Magazine
- archival retention of the Magazine as published, including in institutional or library archives.

4.3 NP may pass reproduction rights to its printers, designers, distributors and platform providers solely to the extent needed to produce and distribute the Magazine and remains responsible for their compliance with this Agreement.

4.4 The license begins on the Effective Date and continues for three years from first publication of the Magazine, after which it survives only for archival purposes and for continued distribution of copies already produced.

4.5 The Artist may withdraw the Artwork at any time before the Magazine goes to print or is published online by written notice to NP. If withdrawal occurs before publication, no compensation is owed unless the Selection and Compensation Document provides otherwise.

5. Attribution and integrity

5.1 NP will credit the Artwork to the Artist in the form specified by the Artist: [Artist's Full Name] pseudonym as written here], [Year of Creation]. Used with permission. May not be replicated without permission.
Attribution will appear with every reproduction under clause 4.2 wherever format reasonably permits.[1]

5.2 The Artist may elect anonymity or a pseudonym, including for reasons of personal safety, and may change that election in writing at any time before publication. Where the Artist indicates a safety concern, NP will not publish the Artist's location, employer, or identifying details without express written permission.

5.3 NP will not alter, crop, recolor, overlay text on, or otherwise modify the Artwork without the Artist's prior written approval. Minimal, non-substantive adjustments strictly necessary for print or screen reproduction (for example resolution, file format, or color-profile conversion) are permitted, provided they do not distort the Artwork. Where cropping or resizing is needed for a cover, spread, or thumbnail, NP will seek the Artist's approval of the proposed treatment.

5.4 NP will not present the Artwork in a context that misrepresents the Artist's views or implies the Artist's endorsement of any political party, armed actor or commercial product.

[1] Please see below provision related to anonymity, which supersedes this clause.

5.5 The Artist will receive a digital copy of the Magazine and complimentary print copies at no cost.

6. Compensation

6.1 NP will pay the Artist the compensation set out in the Selection and Compensation Document. The payment is consideration for the limited license in clause 4 and is not a purchase of the Artwork or of any ownership right.

6.2 Payment will be made within 30 days of signature / publication, by the method agreed with the Artist. Bank charges on NP's side are borne by NP.

6.3 The Artist is responsible for any taxes due in the Artist's own jurisdiction. The Artist is not an employee or contractor of NP for tax or social-security purposes.

6.4 NP will not require the Artist to repay compensation if the Magazine is delayed, reduced in scope, or not published, provided the Artist has met The obligations outline in this document.

7. Artist's warranties

The Artist confirms that:

- the Artwork is the Artist's own original work
- the Artist holds all rights necessary to grant the license
- the Artwork does not knowingly infringe any third party's copyright, trademark, privacy, or other rights
- where the Artwork depicts an identifiable living person, the Artist has obtained any consent required under applicable law, and where the person depicted is a child, consent has been obtained from a parent or legal guardian
- the Artwork does not contain unlawful content, incitement to violence, or hate speech.

These warranties are given to the best of the Artist's knowledge and belief and are the Artist's only warranties under this Agreement.

8. NP's protections and limitation of liability

8.1 NP gives no guarantee that the Magazine will be published, published on any particular date, distributed in any particular territory, or achieve any level of circulation, sales, visibility, or promotional benefit for the Artist. Selection does not create any entitlement beyond the compensation outlined above.

8.2 NP retains full editorial control over the Magazine as a whole, including sequencing, design, accompanying editorial text and the decision whether to include or omit any Artwork. Omission of the Artwork does not create liability beyond what is outlined above.

8.3 To the fullest extent permitted by applicable law, NP's total aggregate liability to the Artist under or in connection with this Agreement is limited to the amount of compensation payable to the Artist under clause 6. NP is not liable for indirect, incidental, consequential, reputational, or economic loss, or loss of profit, opportunity, or goodwill.

8.4 NP shall not be held liable in the event of a claim by a third party. Because NP publishes and distributes the Artwork based on the Artist's assurances in clause 7, this clause asks the Artist to stand behind those specific Assurances if they turn out to be knowingly false. It is not intended to expose the Artist to liability for honest mistakes. The Artist agrees to indemnify and hold NP harmless from any third-party claims, losses, damages, and reasonable legal costs arising directly from a knowing or reckless breach of the warranties in clause 7, provided that:

a. NP promptly notifies the Artist in writing of any such claim;

b. NP has not, in NP's use of the Artwork, exceeded the license granted in clause 4; and

8.5 Where the Artist sends physical artwork, NP is not liable for loss, delay or damage in transit or in the custody of carriers. NP will exercise reasonable care over physical works in its possession and will return them at NP's cost on request. The Artist is advised to submit digital reproductions wherever possible.

8.6 NP is not liable for unauthorized copying, downloading, or reuse of the Artwork by third parties once the Magazine is published, provided NP has not itself authorized the use. On the Artist's request, NP will cooperate in good faith, including by confirming the terms of publication in writing, to help the Artist pursue infringers.

8.7 Neither party is liable for delay or failure to perform caused by events beyond its reasonable control, including armed conflict, natural disaster, epidemic, sanctions, censorship, banking restrictions or loss of donor funding. NP will notify the Artist and, where funding is lost after selection, will use reasonable efforts to honor compensation already committed.

9. Personal data

9.1 NP will collect and process only the personal data needed to publish the Magazine, pay the Artist and maintain records, and will not sell, rent, or share it for marketing purposes.

9.2 NP will store personal data securely, retain it only as long as necessary for the purposes above and for legal and audit requirements and delete or anonymize it thereafter.

9.3 The Artist may request access to, correction of, or deletion of their personal data by writing to ucparts@nonviolentpeaceforce.org. Deletion requests do not require NP to recall or destroy copies of the Magazine already published or distributed.

10. Safety and safeguarding

10.1 NP recognizes that some Artists may be located in conflict-affected, occupied, or repressive settings. Where an Artist raises a safety concern, NP will, at the Artist's request, publish anonymously or pseudonymously, withhold location data, delay publication, or omit the Artwork entirely, without loss of compensation already agreed.

10.2 NP applies its safeguarding, anti-harassment, and protection-from-sexual-exploitation-and-abuse policies to all interactions with Artists. The Artist may report a concern to [SpeakUp].

11. General

11.1 Entire agreement. This Agreement and its Annexes, together with the Selection and Compensation Document, are the entire agreement between the parties on this subject and replace any prior discussion. Amendments must be in writing and signed by both parties.

11.2 Either party may terminate this Agreement by written notice for material breach that is not remedied within 30 days. The Artist may also withdraw before publication. On termination, NP's license ends except for copies already produced and archival retention.

11.3 If a provision is held invalid, the rest of the Agreement continues in force and the invalid provision is to be read as narrowly as needed to make it enforceable.

11.4 Governing law and dispute resolution. This Agreement is governed by the law of [jurisdiction]. The parties will first attempt to resolve any dispute in good faith through direct discussion, and then through mediation, before commencing proceedings. Nothing in this clause prevents the Artist from exercising rights available under the mandatory law of the Artist's place of residence.

11.5 This Agreement may be provided in translation for convenience. If versions conflict, the English version prevails. The Artist confirms having received the Agreement in a language they understand.