



## **ASSOCIATION of MEDICAL ILLUSTRATORS**

Illuminating the Science of Life

# Client Guide to Working With a Medical Illustrator

You have something important to communicate—a new drug, device, procedure, or research—and you need a unique image or animation with which to educate and promote your discovery. Visualizing science and medicine is our business! Medical illustrators have the medical and scientific knowledge to grasp complex scientific information, parse it down, and transmit the essence in a succinct visual message that is accurate, educational, and beautiful.

Working with a medical illustrator and purchasing illustrations, animations, or multimedia may be a new experience for you. This guide of frequently asked questions will help you understand the creative process, pricing, licensing rights, and common business practices used in the industry. The collaborative process that takes place between you (the client) and the image creator (the medical illustrator) reflects a unique synergy where science and art truly meet.

### **What is a medical illustrator?**

Medical illustrators are highly specialized interdisciplinary professionals who have earned advanced degrees from universities affiliated with medical schools. These degrees offer education combining medical science, art, communication, and technology. Many medical illustrators maintain professional competency through board certification with a rigorous commitment to continuing education. A board certified medical illustrator is known as a [Certified Medical Illustrator](#) (CMI).

### **What does a medical illustrator do?**

Medical illustrators are unique in their ability to create solutions that translate complex scientific concepts into clear, concise, memorable imagery. Medical illustrators are qualified to serve as content developer, producer, illustrator, designer, animator, director, and/or consultant for instructional and/or promotional materials. They produce visually driven content for print, film, television, web, interactive and mobile media, virtual reality, exhibits, demonstrative evidence, presentations, three-dimensional models, and prosthetics. They can produce new custom illustrations tailored to a client's specific needs or they can sell rights to existing "stock" illustrations from their image archives.

Partnering with a knowledgeable, professional medical illustrator may deliver a far superior, scientifically accurate, and effective visual solution compared to that produced by a general artist with a science expert's guidance.

### **How do I find a qualified medical illustrator?**

There are approximately 700 members of the Association of Medical Illustrators (AMI) and an estimated 1,200 practicing medical illustrators in the United States and Canada. To locate a medical illustrator, search by name, area, or specialization in our [Medical Illustrator directory](#) or browse and search the Medical Illustration Source Book at [www.medillsb.com](http://www.medillsb.com). Many medical illustrators have their own websites with online portfolios and work with clients locally, nationally and internationally.

### **How are services provided?**

Contacting a medical illustrator at the very beginning of a project provides great advantage in shaping content development because of their medical knowledge, understanding of technology, and artistic expertise. Words and images must be synchronous for the best communication result. A medical illustrator is a content developer and is skilled at contributing to written material as well as creating art. Below is a general project workflow a client may experience:

- A project begins with a consultation by phone, email, or in person to discuss the subject matter and requirements of the project. How will the illustrations, animations or media be used? What reference materials are available? What is the deadline and budget? What reproduction rights are needed?
- A proposal is prepared for the client that includes a detailed description of the scope of work, estimate of fees, process for approval and changes, delivery dates, and a licensing contract describing reproduction rights, payment schedule, and other terms and responsibilities.

## How are services provided?

- Once the price and licensing rights are negotiated, both parties sign the proposal contract and work begins. (Sometimes an advance payment may be required to begin work.) The illustrator will research the subject matter and review references, discuss key concepts with the client and/or a content expert, and begin preliminary sketches or storyboards.
- Preliminary sketches or storyboards are sent to the client for careful review and correction. One to two rounds of sketch revisions are typical. Additionally, the client may need to approve motion tests, voice-over, and music sound track of an animation project. Thorough communication between the client and illustrator is crucial at this point. Errors and changes discovered after client approval of sketches may be labor and cost intensive to repair.
- After the client approves sketches or storyboards in writing, the final illustrations / animations are created. If sketches have been thoroughly reviewed, changes to final artwork should be unnecessary or minimal.
- Referencing for legal and regulatory review may augment images or storyboards when needed in commercialization projects.
- Final artwork is sent for client review. Upon approval in writing, the high-resolution files are delivered on CD or via the Internet. An invoice is issued with the final product. Prompt payment is important as the grant of licensing rights is typically subject to payment in full.

## How do medical illustrators charge?

There are no "standard" prices for medical illustration. Pricing depends on the complexity of the content, the uses and reproduction rights the client desires, and the illustrator's experience and reputation.

Medical illustration is a service. The product is not "bought," but the **use** of it is licensed. In general, the more uses = higher cost. An illustration used in a marketing campaign for a new drug has a higher economic value than the exact same illustration used in a journal article. Usage fees are determined by:

- Nature of use: advertising, magazine, textbook, journal publication, corporate brochure, web site, medical legal exhibit, TV, live presentation, or multimedia project
- Distribution format: printed, Internet, CD / DVD, app
- Duration of use: one-time, months, years
- Geographic area of use: US, North America, Europe, Worldwide
- Exclusive or limited use
- Reputation of illustrator

If you have a tight budget, discuss this with the medical illustrator who can advise if it is realistic and what you can expect for your proposed budget.

## What usage rights do I need?

The medical illustrator will ask questions about all the different ways you would like to use the images. Based on your needs, a license and correlative price will be prepared. Below are some sample licensing terms and definitions:

- **One-time Print Use:** the limited right to reproduce an image only one time in printed form (paper and ink) in North America (English language). Includes the right to use the illustration at the same or reduced size on the contents page and the right to use the illustration in promotion of the publication, but only in the context of the original printed page.
- **Online Rights:** the limited right to use the illustration in the Internet edition of the publication, but only to accompany the article or text it supports in the original print edition.
- **Unlimited, Nonexclusive:** a grant of rights that permits the buyer use of an image or work across all media types and parameters. A nonexclusive grant does not prevent the illustrator from granting the same rights to other buyers. Unlimited nonexclusive rights may be broad or specifically limited to a media, industry, territory, or time period.
- **Unlimited, Exclusive:** a grant of rights that permits the buyer use of an image or work across all media types and parameters. An exclusive grant allows the artwork to be used only by the one buyer. Unlimited exclusive rights may be broad or specifically limited to a media, industry, territory, or time period.
- **Transfer of Copyright:** an assignment of copyright ownership in a work from the owner to another party. A valid transfer must be contracted in writing and signed by the owner.

For terms not listed, visit the [PLUS Licensing Glossary](#).

## Who owns copyright to the illustrations?

In the same way that musicians control who can reproduce their music, medical illustrators control who can reproduce their artwork. Under U.S. and international copyright laws, ownership of creative works is the property of the author (illustrator) from the moment it is created in a tangible form. Ideas and facts are not copyrightable.

U.S. copyright law consists of a bundle of exclusive rights that include:

- **Reproduction** - right to make copies of a protected work
- **Distribution** - right to sell or distribute copies to the public
- **Derivative** - right to make new works based on a protected work
- **Performance and display** - right to perform or display a work in public

International law protects additional rights including:

- **Attribution** - right to be credited and acknowledged as creator of the work
- **Integrity** - right to prevent revision, alteration, or distortion of a work that is detrimental to the creator's reputation

Copyright of an artwork can be sold in whole (called a transfer of copyright), or more commonly, rights may be sold separately with conditions (called licensing). A license is a contract whereby the illustrator who owns the rights, grants reproduction rights to the client to use the artwork for a specific purpose under specific terms in exchange for a fee. When the license expires, those licensed rights revert to the illustrator.

The concept underlying licensing fees is that the reproduction of the creative work produces results for the client and these results have value. The success of a product has a relationship with the quality of the creative work. Thus, the extent of rights licensed bears a relationship to the compensation paid to the creator. Each right has a value. The more rights, the higher the fee. These longstanding and well-established principles are respected and upheld by professional creators and their licensors.

**Why can't I use the images  
however I want?**

If you buy a book, computer software, or a music CD, making that purchase doesn't give you the rights to make copies of it or broadcast it to the public. That right remains with the copyright owner. Clients must abide by the terms of the licensing agreement negotiated with the medical illustrator. To use the artwork in an unauthorized manner is copyright infringement.

**What if I want to use the  
images in ways I don't  
have a license for?**

Should the original use of the artwork exceed your expectations and you wish to extend it, then you can easily negotiate additional usage rights with the medical illustrator.

**But I've used illustrators  
before who let me use the  
images however I want?**

Perhaps they produced the artwork for you as an employee of your company or university. Perhaps you paid for an unlimited use license. There are some medical illustrators who will transfer all copyrights or sign work for hire agreements, but this is not standard practice.

The "Work for Hire" (WFH) provision of US Copyright law is a very narrow exception to the basic rule that the creator of a work owns the copyright. Instead, WFH deems an employer *or another commissioning party* as the creator of the work and therefore owner of the copyright. If a freelance illustrator signs a WFH contract, the illustrator becomes an employee *only* for the purposes of surrendering copyright, without receiving any of the benefits of employment. Therefore, most creative professionals consider [WFH to be an unfair practice](#) and many refuse to sign these contracts.

Copyright ownership is rarely necessary for clients to obtain the rights to use the creative work for their needs and is generally negotiated at a premium by creative professionals. A thoughtfully crafted license without sale of copyright can generally cover all needs the client requires.

**Do I need a license to use images in a lecture, handout or a course?**

It depends on whether the lecture is educational or commercial. [Fair Use](#) is a provision in US Copyright law that allows limited use of copyrighted material without permission or payment to the owner. Fair use applies to limited and "transformative" purposes such as: commentary, criticism, news reporting, research, teaching or scholarship.

The question of fair use is one faculty routinely face when teaching and lecturing. Whether you want to photocopy a journal article to distribute in your class, or use images or movies from a publication or the Internet in your lecture, it is important to determine if your use of a protected work is considered a fair use by the [four-factor analysis](#):

- Purpose: commercial vs. nonprofit educational, degree of transformation
- Nature of the copyrighted work: factual vs. creative, published vs. unpublished
- Amount and substantiality: portion vs. whole work, is it the "heart" of the work
- Effect: does the use harm the potential market for or value of the work

If the lecture is educational (a face-to-face classroom or a podium presentation at a national meeting) then probably yes – fair use applies. If the lecture is commercial (a sales training course, online webinar or MOOC) then probably no – get permission from the copyright owner. You may have to pay a licensing or reuse fee. Permissions to photocopy journal articles or excerpts of books in a classroom coursepack can be obtained through the [Copyright Clearance Center](#) or directly from the publisher.

**Permission to use images and movies in your lecture, blog, or article must be obtained from the copyright owner.**

The TEACH Act also allows limited provisions for online and distance education, but only for nonprofit accredited educational institutions (e.g., universities) recognized by the Council on Higher Education Accreditation. **Faculty should be very careful when agreeing to have their presentation recorded, posted, or distributed online.** Posting of PowerPoint files on a website for download, recording of lectures at national meetings on a website for public viewing, or teaching public webinars -- these uses are not considered face-to-face classroom education, they are widespread Internet distribution. The Fair Use and TEACH Act provisions may not apply. Should your lecture contain copyrighted images or movies used without permission – you may be liable for infringement. Check your lecture and either remove copyrighted content or seek permissions.

It's important to remember that fair use is not a right but rather a narrow exception to the creator's exclusive rights. By claiming fair use of a protected work, you acknowledge that you are not the owner and that you did not seek permission.

**What if I'm required to publish my article Open Access?**

Numerous funding agencies (NIH, HHMI, RCUK) require authors to publish the results of their research in an open access journal. Open access allows the public to freely read and use the published results of federal-funded research. Most journals provide open access articles under a [Creative Commons](#) license. There are 6 different CC licenses granting various derivative and commercial rights. If you want figures prepared for an open access article, tell the medical illustrator in advance so that an appropriate fee and license can be prepared for this special circumstance.