

PROPOSAL

Setting Industry Standards for Digital Art Files & Recognizing the
"**Primary Print**" as the Digital Equivalent of an Original Canvas Painting

RECIPIENTS:

Artists Rights Society (ARS)

College Art Association (CAA)

National Endowment for the Arts (NEA)

Art Dealers Association of America (ADAA)

International Association of Art (IAA) / World

International Association of Art (IAA) / Europe

International Association of Art (IAA) / USA

Artist Organisations International (AOI)

The National Endowment for the Arts (NEA)

The National Art Education Foundation (NAEF)

The National Art Education Association (NAEA)

Americans for the Arts (AFTA)

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Introduction

While the talent of digital artists and their works have finally become widely accepted within a great portion of the art community as equal among traditional canvas artists, the concept of "original works" has remained on a blurry and categorically undefined pathway when it comes to digital creations.

I am an established artist with my own art gallery that also has my works featured in other galleries. As an artist with professional experience in both traditional canvas and digital painting, I have encountered a recurring challenge regarding the sales of my digital art works over the years: *defining the nature and protocols of original digital artwork files and the constant demand for an "original" digital counterpart to original physically-painted artworks on canvas.*

Unlike traditional paintings, which exist as one-of-a-kind physical pieces that can also be digitally scanned and sold as Limited Edition prints, digital paintings originate as one-of-a-kind digital files that are then printed and sold as Limited Edition prints, making the concept of an "original" more obtuse when it comes to such digital paintings.

After extensive research, I found that there are currently no widely-recognized protocols or official standards within the art community regarding the management of digital works, nor the concept of offering the digital painting equivalent of an original canvas painting, other than describing the actual digitally-painted file as the "original" (more on that shortly). Yet, over time, customers have continually requested "originals" of my digital paintings.

To address this gap, I developed a solution that has proven highly effective regarding continued requests from customers for "originals" of my digital paintings that I sell as Limited Edition prints. I have created and implemented what I call, the **Primary Print**. Customers have understood the explanation of this process and have embraced it as a sound solution and effective counterpart to traditional original physical paintings on canvas. I have also found that customers have no problem with paying considerably more for **Primary Prints** as opposed to the prices of their Limited Edition counterparts, just as collectors do with original physical paintings on canvas versus their limited edition prints.

Defining the "Primary Print"

The **Primary Print** is the digital art equivalent of an original physical painting on canvas. It follows a structured approach that aligns with the traditional art market's principles regarding physically-painted originals and their limited edition prints:

- **One-of-a-Kind Status:** The **Primary Print** is the very first physical print of a digital artwork, signed, but not numbered, making it inherently unique and valuable beyond the valuations of the Limited Edition prints.
- **Separation from Limited Edition Prints:** Subsequent prints of the same digital artwork are signed **and** numbered as part of a Limited Edition series, while the **Primary Print** stands alone without numbering, and only a signature, much like an original physical painting on canvas.
- **Certificate of Authenticity:** Each **Primary Print** is accompanied by a unique Certificate of Authenticity that formally recognizes and distinguishes it from all other Limited Edition prints.
- **Market & Collector Recognition:** Just as collectors seek original physical paintings on canvas for their exclusivity over Limited Edition prints, the **Primary Print** provides the same appeal for digital art works.

Comparing Traditional Physical Paintings with Digital Paintings

Aspect	Traditional Painting	Digital Painting
Original	Original physical painting, signed, unnumbered	Primary Print (first-ever print of a digital painting), signed, unnumbered
Limited Edition Prints	Numbered & signed copies (prints) of scanned & digitized physical canvas paintings	Numbered & signed copies (prints) of digital paintings
Value	The original is significantly more valuable than its Limited Edition prints	The Primary Print is significantly more valuable than its Limited Edition prints
Authenticity	Provenance, artist signature, Certificate of Authenticity	Provenance, artist signature, unique Certificate of Authenticity

This system provides a clear, structured framework for valuing digital artwork in a way that aligns with traditional fine art practices for physical canvas paintings, ensuring

benefit, stability, and uniformity of practice to both artists and collectors.

Why Formal Recognition is Necessary

1. Bridging the Gap Between Traditional & Digital Art

- The fine art world has long upheld clear distinctions between originals and prints. Digital art should be treated with the same level of integrity, ensuring collectors and institutions understand what constitutes a unique and original creation from subsequent Limited Edition prints.

2. Providing Clarity to Collectors & Art Buyers

- Many collectors hesitate to invest in digital art due to the lack of a defined "original." Recognizing the **Primary Print** as the official original-equivalent of canvas originals will eliminate confusion and increase confidence in digital art purchases.

3. Establishing a Universal Standard

- By implementing this practice across galleries, art councils, and organizations, we can create consistency in how digital art is managed, presented, marketed, and valued.
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Request for Formal Recognition

I respectfully propose that art councils, art regulatory agencies, and professional art organizations formally recognize the concept of the **Primary Print** as a legitimate and standardized designation in regard to digital art as an effective and officially accepted counterpart to original canvas works.

This recognition would:

- Provide artists with a clear framework for offering unique digital art prints as an accepted counterpart to original paintings on canvas—maintaining the same distinctions from Limited Edition prints, as well as increased value compared to Limited Edition prints.
- Create a standardized approach for galleries and museums to classify and honor the same distinctions for digital works as paintings on canvas.
- Offer collectors a defined method for purchasing digital art with the same confidence and distinctions as traditional canvas artwork.

So What of the Actual Digital File?

While it is essentially true that the digital file is the “original”, and the digital file is certainly subject to sale, it would not behoove the artist to sell the digital file if their intention is to sell the **Primary Print** and Limited Edition prints, as it would take away the value of the **Primary Print** and its Limited Edition prints. Such an action would be akin to a traditional canvas artist selling the original canvas and Limited Edition prints, and then printing and selling more copies—a catastrophic move that would pull the rug out from under the value of the original and its Limited Edition prints—not to mention an artist would lose all credibility and be setting themselves up for career suicide through such actions.

Official Protocol For Reproducing Digital File Prints

Therefore, the official protocol regarding the actual digital file once it is completed would be that the artist makes one of two choices:

1. Sell the file to the exclusivity of someone else to print and resell. For example, art vendors with their own sales network, or open marketplaces and stock photo vendors, such as Envato, Shutterstock, Dreamstime, Adobe Stock, Vecteezy, etc.
2. Keep the file exclusively for themselves and go the route of selling Limited Edition prints and the **Primary Print**.

But couldn't the original still be sold to an avid collector whose sole intention was to possess the original digital file should the **Primary Print** and its Limited Edition prints become popular or well known—for the sole bragging rights of saying, “*I now own the original digital file of that popular painting*”? After all, the digital file **is** the property of the artist and they are certainly free to do with it as they please.

So the answer to that question would have to be, yes, the artist is certainly welcome to sell the file in such an instance. However, once again, proper protocol must be put in place for such a circumstance. And what would that protocol be? I'm glad you asked.

Protocol For the Sale of the Original Digital File After Prints

1. ***The Copyright Remains With The Artist*** - This must be clearly stated in the sales contract. Transferring the copyright to the new owner of the digital file would affect the chain of custody and values of the ***Primary Print*** and its Limited Edition prints.
2. ***Limited Use Guidelines*** - The sales contract must explicitly state that the digital file is only for personal collection and use (computer desktop, cell phone wallpaper, screensaver, etc.) and ***not*** for further reproduction or for ***any*** commercial purpose.
3. ***Limited Use License (optional)*** - If granting a Limited Use License as part of the sale, the sales contract must explicitly state that the artist is allowing the buyer to print a ***set number*** of copies for personal use only, but ***not*** for ***any*** further distribution or commercial use. Of course such prints would have no inherent value, as the prints would have no artist signature, no Limited Edition numberings and no Certificate of Authenticity.
4. ***All*** of these protocol stipulations must be clearly defined in an official sales contract for the digital file, which must then be signed by both parties (seller and buyer) and be notarized.

Couldn't this set the stage for unethical behavior you now ask? Always. The world is unfortunately an unethical place. However, this is no different than the possibility of the owner of an original canvas painting taking it to be scanned and surreptitiously selling prints. This happens all the time with famous artists' works illegally coming out of China as unauthorized prints for \$195.00. We can not control what people do. People can and will be unethical. People break laws. The best that we can do within the art community is to ethically adhere to set protocols, which are ***always*** clearly stipulated, and hope that others do so as well.

Conclusion

The ***Primary Print*** offers a simple yet highly effective solution for addressing the gap in the digital art market regarding original canvas works, as well as their relation to Limited Edition prints. By aligning with traditional art market standards, it provides artists, collectors, and institutions with a structured method for distinguishing between, and accepting the correlation, of unique digital counterparts to original canvas paintings, as

well as the Limited Edition prints of both.

Similarly, setting protocols for the effective management and handling of original digital files is a must in order to ensure their proper coexistence within the guidelines of managing and selling prints from both digital and canvas works.

I am available and look forward to the opportunity in collaborating with regulatory bodies and institutions, as well as providing public speaking presentations on the concept, to inform others, develop implementation guidelines and ensure that the ***Primary Print*** becomes an officially accepted classification within the art industry with regard to digital works, and that the protocols related to the handling and management of digital files as they relate to the entire process is understood and accepted.

Respectfully submitted,

A handwritten signature in black ink that reads "Larry Cox". The signature is fluid and cursive, with the first name "Larry" and the last name "Cox" clearly legible.

Larry Cox

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