



UNIVERSITY OF SOUTH ALABAMA

JagWorks@USA Artwork License Agreement

This agreement sets out the terms on which you grant the University of South Alabama (the "University") rights to deposit and store artwork created by you to the University's Institutional Repository - JagWorks@USA and to make images of your artistic works available to the public.

I agree to grant to the University a perpetual, non-exclusive, worldwide, royalty-free, sub-licensable license to:

- a) deposit and store electronic versions of my artwork in JagWorks@USA;
b) publish and make the electronic versions of my artwork available to view and download for free and to use for non-commercial, research, educational or other academic purposes, or for personal use;
c) create backup copies of the electronic versions of my artwork for security and preservation purposes; and
d) convert the electronic versions of my artwork, without changing the content, to any other format or medium necessary for its preservation, storage, and use.

You represent and warrant that:

- a) the works of art are your original work;
b) to the best of your knowledge, the artwork does not infringe upon anyone else's copyright or other legal rights and does not contain anything which is false, defamatory, unlawful, misleading, or deceptive;
c) if the artwork contains material for which you do not hold copyright, and that exceeds fair use, you have obtained the unrestricted permission of the copyright owner to grant the University the rights required by this release and that such third-party owned material is clearly identified and acknowledged within the text or content of the submission;
d) you have the right, power, and authority to agree to these terms and conditions and to grant the University the rights set forth herein; and
e) if any of the artwork was sponsored or supported by a party other than the University (e.g., a government agency, corporate sponsor, or private funder), you have complied with any prior review or other obligations or requirements imposed by that contract or agreement.

You acknowledge and agree that the University is not obligated to deposit or store your artwork in JagWorks@USA and may elect to do so or not at its sole discretion.

You waive and release the University from any and all claims and liability in connection with its use of electronic versions of your artwork, and you acknowledge and agree that the University's use of the electronic versions of your artwork will proceed in reliance upon such waiver and release.

You agree to indemnify and hold harmless the University and its respective agents and employees against any damages, claims, costs, and liabilities (including reasonable attorneys' fees) arising out of or related to its use of electronic versions of your artwork, including, but not limited to any such damages, claims, costs, or liabilities arising out of or related to claims by third parties that the electronic versions of your artwork infringe upon the patent, copyright, trademark, trade secret, or other intellectual or creative property rights of others.

By signing below, you confirm your acceptance of this Agreement.

Date: _____ Print Name: _____

Signature: _____