

Legal Agreement and Permission Form for SUNY Art Programs, Exhibitions and Competitions

Please read carefully, sign, and upload this form.

CONTENT

The content of the submitted art MUST comply with all local, state, and federal laws.

The content MUST NOT promote criminal behavior, violence, or sexual exploitation.

The content MUST NOT support prejudice based on race, religion, national origin, sex, gender identity or expression, sexual orientation, military or veteran status, or disability.

The content of the submitted art MUST NOT invade the privacy of any person. If a person's likeness is used in any project, it is incumbent upon the applicant to ensure proper consent was obtained by such person.

INTELLECTUAL PROPERTY

The applicant is responsible for understanding and following intellectual property (including copyright) laws as they relate to the chosen medium. The applicant MUST obtain written permission from the copyright holder of any works that will be used, in whole or in part, in the submitted work, and is solely responsible for payment of any required licensing fees and/or royalties prior to the use of copyrighted or otherwise protected material. By submitting this project, the submitter agrees to defend and indemnify SUNY against any claims of intellectual property violations by the submitting student.

PRODUCTION

NO live animals may be used in the production or performance of artistic work.

The artist MUST comply with all safety guidelines under federal and New York State law and campus policies or procedures for proper use of materials and equipment in the production of the work.

Constructed pieces MUST comply with published SUNY or campus safety guidelines so as not to cause risk of harm to observers or participants.

FINAL PRODUCT

By submitting a work of art to the SUNY System Student Art Website, the student is simultaneously providing SUNY with a worldwide, nonexclusive, royalty-free, and perpetual license to use the work for the purpose of promoting SUNY art programs. SUNY reserves the right to use, modify, and/or reproduce images, video, or audio of the submitted work for publicity and archival purposes, without payment of fees and without seeking prior consent of the applicant. SUNY will not sell or otherwise alienate any submitted projects for money or other value, and the student reserves all rights to sell or alienate copies of the project outside of this website.

This Agreement is governed by the laws of the State of New York and SUNY's intellectual property and copyright policies (8 NYCRR §§ 335.28, 335.29). If any provision is found unenforceable, all remaining provisions shall remain in force.

By signing below I certify that I have read, understand, and agree to the above terms and that I am submitting original work.

Sign and Date: _____

Print your name here: _____