Legal Agreement and Permission Form for 2019-20
SUNY Art Exhibits

Please read carefully, sign, and upload this form to the Submittable application.

CONTENT
The content of the proposed art project MUST comply with all local, state, and federal laws.
The content MUST NOT promote criminal behavior, violence, or sexual exploitation.
The content of the proposed project MUST NOT support prejudice based on race, religion, national origin,
sex, gender identity or expression, sexual orientation, military or veteran status, or disability.
The project 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 the project.
The applicant 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 project for this award, the student is simultaneously providing SUNY with a worldwide,
nonexclusive, royalty-free, and perpetual license to use the work for the purpose of this PACC Prize
process. SUNY reserves the right to use, modify, and/or reproduce images, video, or audio of the final
artistic project 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
PACC Prize process.

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: __________________________________________________________