

## LICENSING AND INTELLECTUAL PROPERTY AGREEMENT

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, I certify that I \_\_\_\_\_, (“Participant”) have full authority to and do agree to participate in Graduate College Photography Competition (“the Event”), hosted by the University of Oklahoma, a constitutional state entity of the State of Oklahoma, by and through the OU Graduate College (“the University”). Whereas, the University wishes to use and the signee wishes to provide, signee’s photography; therefore, the parties agree as follows:

### **Property Rights and Grant of License.**

- 1.0 Signee grants University a royalty free, non-revocable, non-transferable license to use signee’s photography, attached to this Agreement, (the “Photograph”). The Photograph may be used by University without reservation in any printed or digital material. The provisions of this clause will survive expiration of this Agreement.
- 2.0 Signee represents and warrants that it has the right to use all materials comprising the Photograph and Signee’s work product hereunder. If a third-party’s copyrighted information or material is incorporated into the Photograph or Signee’s work product or in the course or scope of Signee’s performance hereunder, Signee shall obtain any and all necessary permissions and waivers and pay all necessary fees to permit University to use, reproduce, display, and distribute said Photograph and all such third-party information or material shall be properly acknowledged and credited by Signee.
- 3.0 Signee hereby attests that the Photograph is Signee’s original photograph and that no third party has rights to the work. This article shall not be construed to alter or diminish Signee’s ownership rights provided under state or federal law or regulations.

### **Payment.**

University agrees to pay Signee a one-time fee of \$100.00 in consideration for the property rights and license granted herein if chosen as a winner of this contest.

### **Governing Law.**

This Agreement is entered into in the state of Oklahoma and shall be construed under the laws of Oklahoma. Oklahoma shall be the exclusive venue for any actions related to this Agreement without giving effect to any conflict of law provisions thereof.

**Intellectual Property.** Submissions must be owned by the Participants, not corporations or third parties. As part of the effort to elevate student innovation, ideas, team information, and projects may be shared online. As such, we disclose this at the onset, so Participants can consider upfront how to ensure their intellectual property (“IP”) needs are protected. In the past, participants may share their ideas and limit some disclosures in the public sphere to protect their ideas. Participants are solely responsible for managing their IP rights and protecting their IP before disclosure. The rules of academic integrity apply, and Participants must assure that they submit only original work-product of their own creation. Plagiarism will lead to automatic disqualification, as well as any other remedies that may be available at law or equity. University reserves the right to disqualify any entry that does not meet the rules, or spirit of the competition. I have read and agree that I am aware of and will follow the IP rules set forth herein.

