LICENSING AND INTELLECTUAL PROPERTY AGREEMENT

On this	day of	, 20, I	certify that I _		
("Participant") have full autho	ority to and do agree	e to participate in	Graduate College	Photography
Competition	("the Event"), he	osted by the Univer	sity of Oklahoma	a, a constitutional	state entity of
the State of C	Oklahoma, by an	nd through the OU G	Graduate College	("the University").	Whereas, the
University wi	shes to use and	I the signee wishes	to provide, sign	ee'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.

<u>Winners.</u> The University, in compliance with all applicable federal and state laws and regulations, does not discriminate on the basis of race, color, national origin, sex, sexual orientation, genetic information, gender identity, gender expression, age, religion, disability, political beliefs, or status as a veteran in any of its policies, practices, or procedures.

The decision of the Judges in every instance shall be final and unchallengeable. In their absolute discretion, the Judges may declare an entry void if it does not meet any of the required criteria. I have read and agree that I, for and on behalf of Minor, myself, my and Minor's personal representatives, heirs, assigns and next-of-kin will not challenge the decisions of the judges.

Release and Waiver. I hereby release, waive, forever discharge, indemnify, and covenant not to sue the University, its Regents, officers, directors, employees, volunteers, agents, students, and representatives for any and all loss, damages, claims, demands, actions or causes of action, arising from or by reason of any injury resulting or which may result from participation in the Event. This contains the entire agreement between the parties hereto and all terms are contractual and not a mere recital. I further state that I have carefully read and understand the foregoing Release. I am at least eighteen years of age and sign this Release and Waiver voluntarily.

<u>Signatures.</u> The parties may sign a facsimile or photocopy of this Agreement and any such copy shall be deemed to be an original and no objection shall be made to the introduction into evidence of any such copy on the grounds that it is not an original. The parties hereto agree that they may conduct the transaction by electronic means and hereby state that electronic signature shall have the same force and effect as an original signature.

All entries must be submitted by November 20th.

Participant Printed Name	Participant Signatu	re Date
Event Name:		
Address of Student Submitter:		
City	State	Zip
Cell Phone:		
Email:		

Any questions regarding this form or the competition should be directed to Francesca Giani at fran.giani@ou.edu.