



Section I • Terms

This Artwork Contract, hereinafter referred to as the Agreement, dated* , is between the Artist**, and Agora Journal of Urban Planning and Design, hereinafter referred to as Agora, and governs the described artwork***

*Date _____

**Artist _____

***Artwork _____

Section III • Artist's Grant of Rights to the Journal

The artist grants to Agora the nonexclusive rights:

- To publish the artwork in print and on line publications; and;
- To distribute the artwork, either separately, or as part of a collective work, including without limitation, individual reprints, copies of the journal in which the artwork first appeared, bound volumes including such issue, collections of artwork including the artwork, and electronic data retrieval systems. These rights are subject to a Creative Commons Attribution-Non Commercial-No Derivs 2.5 License. The Creative Commons License allows a third party to copy, distribute, and/or display the artwork provided that the third party: attributes the artwork in the manner specified by Agora; does not use artwork for commercial purposes; and does not alter, transform, or build upon the artwork. For any reuse or distribution, the third party must make clear to others the license terms of the Artwork. Any of the conditions of the Creative Commons License herein listed can be waived with permission from the licensor (Agora).
- The artist agrees to use the artwork in accordance with the rights allowed to a third party under the Creative Commons License described in 1(a).
- Agora may also upload the artwork on the world wide web, or similar electronic data retrieval systems, provided that the artist is clearly attributed as such. The artist may at any time create a hypertext link to the access screen for the artwork.
- The artist grants the above rights to Agora without claim of royalties or other compensation.

Section VI • Agreement

This Agreement constitutes the entire agreement between Agora and the artist relating to the copyright and the publication of artwork. This agreement may be modified or amended only in writing, signed by the parties below.

x _____

Artist _____

Date _____

Section II • Copyright

Copyright for work produced by the Author belongs to the Author, not to Agora or to the University of Michigan, consistent with applicable University of Michigan Copyright policy.

Section IV • Artist's Representations and Warranties

The artist represents and warrants that:

- The artist is the sole artist of the artwork and has the power to convey the rights granted in this agreement.
- The artwork does not infringe the copyright of property right of another.
- The artwork does not contain matter that is defamatory, violates another's civil rights, right to privacy, right to publicity, or other legal right, or is otherwise unlawful.
- If the artwork reproduces any textual or graphic material that is the property of another for which permission is required, the artist represents and warrants that such permission has been obtained in written form.
- The artist agrees to indemnify and hold harmless the University of Michigan, Taubman College of Architecture and Urban Planning, and Agora from and against all damages, losses, liabilities, costs, and expenses incurred as a result of the artist's breach of any of the above representations and warranties.

Section V • Editing

The artist authorizes Agora to edit and revise the artwork prior to publication, however not without final approval and consent from both the artist and Agora.

x _____

Agora _____

Date _____