

## UNIVERSITY AT BUFFALO ARTWORK RELEASE

This Artwork Release Agreement (this “Agreement”) is entered into by the undersigned artist(s) ("Artist(s)") and the State University of New York for and on behalf of the University at Buffalo (the "University") in connection with the submission of the artwork described below (the "Artwork"). In consideration of the potential benefits afforded to both the University and the Artist(s), the receipt and sufficiency of which are hereby acknowledged, the University and the Artist(s) agree as follows:

**Title of Artwork:** \_\_\_\_\_

**Date of Submission:** \_\_\_\_\_

### 1. Representation of Ownership

By signing below, each Artist represents and warrants, individually and collectively, that:

- (i) The Artwork is the original work of the Artist(s), whether created manually, digitally, or with the assistance of generative artificial intelligence (“AI”) tools.
- (ii) The Artist(s) are the sole and exclusive owners of all rights, title, and interest in and to the Artwork, including any rights the Artist(s) may hold in content generated using AI, free of all liens, claims, or other encumbrances, and no rights in the Artwork have previously been granted to, or are reserved for, any third party.
- (iii) No other person or entity holds any ownership interest or intellectual property rights in the Artwork.
- (iv) If the Artwork was created jointly or collaboratively, including through AI prompts involving multiple contributors, all co-creators are identified as signatories to this Agreement.
- (v) The Artist(s) have the full right, power, and authority to enter into and comply with their obligations under this Agreement.
- (vi) The Artwork is free and clear of any pending or threatened litigation.

### 2. Transfer of Rights and Use of the Artwork

The Artist(s) hereby irrevocably assign, transfer, and convey to the University, its successors, and assigns, jointly and severally, all rights, title, and interest in and to the Artwork, including but not limited to all rights in works created with or derived from generative AI tools, trademarks, copyrights, moral rights, reproduction rights, display rights, distribution rights, and all other intellectual property rights, whether registered or unregistered, and all rights to register or enforce such rights, in all media now known or later developed, worldwide and in perpetuity. The Artist(s) waive any and all rights they may have in the Artwork.

The University shall have the unrestricted right to use, display, reproduce, publish, distribute, and modify the Artwork for any purpose and without further permission or compensation to the Artist(s).

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### 3. No Infringement or Conflicts

The Artist(s) affirm that:

- (i) The creation and submission of the Artwork does not infringe upon or violate the intellectual property rights, moral rights, or any other rights of any third party.
- (ii) To the extent the Artwork includes or is derived from output created using generative AI, the Artist(s) affirm that their use of such tools complies with the terms of use of the AI platforms and that they have the right to submit and assign the resulting content to the University
- (iii) The Artist(s) are not subject to any agreement or restriction that would interfere with or conflict with the transfer of rights as set forth herein.

### 4. Indemnification

Each Artist agrees to indemnify, defend, and hold harmless the University, its officers, trustees, employees, agents, and affiliates from and against any and all claims, demands, liabilities, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or related to any breach of the representations, warranties, or agreements made herein.

### 5. Miscellaneous

- (i) This Agreement constitutes the sole and entire agreement between the University and the Artist(s) listed below with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- (ii) Digital or electronic signatures will not be accepted, and this Agreement must be signed by hand in ink by the Artist(s). The University reserves the right to reject any submission that does not include original, handwritten signatures.
- (iii) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision, in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the University and the Artist(s) shall negotiate in good faith to modify this Agreement to effect the University's and the Artist(s) original intent as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- (iv) Artist(s) will not assign any of their rights or delegate any of their obligations under this Agreement the University's prior written consent. Any purported assignment or delegation in violation of this Section 5(iv) is null and void. The University may freely assign or otherwise transfer any of its rights or delegate any of its obligations under this Agreement. This Agreement is binding on and will inure to the benefit of the University, the Artist(s), and their respective permitted successors and assigns.
- (v) This Agreement shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to any choice of Law or conflict of Law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of New York. The Parties hereby agree that any dispute or controversy

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arising out of or related to this Agreement or the transactions contemplated hereby will be conducted only in federal and state courts located in Erie County, New York. Each Party hereby irrevocably consents and submits to the exclusive personal jurisdiction of and venue in the federal and state courts located in the State of New York.

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### SIGNATURES

By signing below, each Artist acknowledges that they have read, understood, and agreed to the terms of this Agreement, and that each Artist has had the opportunity to seek the advice of legal counsel before signing this Agreement.

Artist Signature: \_\_\_\_\_

Artist Name: \_\_\_\_\_

Date: \_\_\_\_\_

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### University Representative Acceptance

Accepted on behalf of University at Buffalo:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_