

ANDERSEN HORTICULTURAL LIBRARY

FLORA AND FAUNA ILLUSTRATA PROJECT

ARTIST AGREEMENT

THIS ARTIST AGREEMENT (the “Agreement”) is entered into as of the later of the dates indicated beneath their signatures by Regents of the University of Minnesota, a Minnesota constitutional corporation (“University”), and the artist named below (“Artist”). This Agreement is entered into by the University through its Andersen Horticultural Library (the “Library”). If no date is indicated below, this Agreement is effective upon delivery of the Work (as defined below) to the Library.

Artist Information:

Name: _____ Phone: _____

Address: _____ Fax: _____

_____ e-mail: _____

A. The Library has established the *Flora and Fauna Illustrata* Project (the “Project”), for which artists may volunteer to paint, draw, or otherwise render in appropriate media one or more images of flora or fauna found on the grounds of the University’s Minnesota Landscape Arboretum (the “Arboretum”) and submit such rendering to the Project jury for inclusion in the Library’s collection.

B. The Artist has created such an image (the “Work), a reproduction of which is attached as Exhibit A; the Project jury has determined that the Work is eligible for acceptance into the Library’s collection; and the Artist wishes to donate the Work to the Library on the terms stated in this Agreement.

Therefore, the Artist and the Library agree as follows:

1. Transfer of Ownership. The Artist hereby donates and conveys to the Library, for its collection and for any and all uses as the Library in its sole discretion may determine, all right, title, and interest in the Work. The Artist understands and agrees that the location, retention, cataloging, preservation, and disposition of the Work by the Library will be conducted in its discretion, in accordance with Library and University policies and applicable law, and may include without limitation exhibition, display, digitization for preservation and access purposes, and making works available for research and scholarship.

2. Transfer of Copyright. The Artist hereby assigns to the University any and all copyright(s) he or she owns in the Work. The Artist understands and agrees that the University may cause reproductions of the Work to be made in multiple forms for commercial sale.

3. Transfer of Additional Works. If the Artist wishes to submit one or more additional works for consideration in connection with the Project and they also receive favorable jury review, such donations may be documented by the addition of a reproduction of such works to Exhibit A together with the date and signature of the Artist, and such works shall become a part of the “Work” under this Agreement and upon delivery of any such works to the Library all of the provisions of this Agreement, including without limitation the transfer of copyright, shall apply also to them.

4. License. The University hereby grants to the Artist a non-exclusive right to reproduce the Work in whole or in part and to incorporate the Work into other works (“Derivative Works”) solely for the personal use of the Artist. Such personal use may include the Artist’s website, brochures, and business cards, but does not include the sale of any reproduction or Derivative Works. All right, title and interest in the Work, including without limitation the copyright, shall remain with University, which shall also own the copyright in any Derivative Works.

5. Loan of the Work. The Artist may request, and the Library in its discretion may agree, to lend the Work to the Artist for inclusion in an exhibition or for such other reasonable purpose as the Artist may propose (the “Loan”). The period of time and any additional conditions applicable to the Loan shall be documented in a writing signed by the Artist and on behalf of the Library, provided that in all cases the Loan shall be governed by the following basic conditions:

--the Artist shall make all reasonable efforts to protect the Work against loss, damage, or deterioration;

--the Artist shall notify the Library promptly of any damage or loss;

--the Work may not be altered without the prior permission of the Library; and

--the Artist shall cause it to be communicated in such manner as may be appropriate in connection with any display of the Work that it is owned by and the copyright is held by the Library.

6. Representations and Warranties of the Artist. The Artist represents and warrants that the Artist is the sole owner of the Work and that he or she has full right, power, and authority to donate the Work to the University, that it is not subject to any lien or other claim, and that the information provided by the Artist is accurate.

7. Entire Agreement. This Agreement represents the entire understanding of the parties, shall be binding upon all heirs, successors, executors and administrators, and shall not be amended, modified, or assigned without the express written consent of both parties.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate on the dates written below.

Regents of the University of Minnesota

Artist

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Description of the Work