



**NOW, THEREFORE,** In consideration of the mutual covenants and conditions contained in this Agreement, Artist agrees as follows:

1.0 The Work.

1.1 Artist has created a photograph or photographs and has submitted each to The Citadel for consideration by the editor, editorial board, or advisor(s) of *The Gold Star Journal*, as appropriate (hereafter the "Work").

1.2 Artist has created one or more pieces of artwork and has submitted a scan of each piece of artwork to The Citadel for consideration by the editor, editorial board, or advisor(s) of *The Gold Star Journal*, as appropriate (hereafter the "Work").

2.0 Artist's Grant.

Artist grants, assigns, and transfers to The Citadel its successors and assigns, the entire right, title, and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto.

3.0 Artist's Warranty.

Artist warrants that:

3.1 Artist is a current student in good standing at The Citadel and has been accepted into a Citadel program;

3.2 Artist will be a student in good standing in the spring semester, when this Work could potentially be published if accepted;

3.3 The Work is original and was completely created by the Artist;

3.4 Artist is vested with sole ownership and with the power to convey all rights that are granted and assigned in this Agreement, and that Artist has full power to make this Agreement;

3.5 The copyright has not previously been assigned nor the Work published elsewhere;

3.6 The Work has not been and will not be submitted for publication while it is under consideration for publication in *The Gold Star Journal* at The Citadel;

3.7 The Work does not infringe any valid copyright or other proprietary right of any other person;

3.8 The Work does not infringe on the privacy of others; and

3.9 The Work contains no obscene, libelous, defamatory, or other unlawful material.

4.0 Editing.

The Citadel is authorized to edit the Work for style, usage, and felicity.

5.0 Protection of Work.

5.1 During the term of this Agreement, Artist will not publish any abridged or other version of the Work, or any work of a similar character tending to interfere with the publication of the Work covered by this Agreement.

5.2 Following publication, all rights to the complete Work or abridged version revert to the Artist. If the Artist publishes the Work or an abridged version in the future, the Artist must cite *The Gold Star Journal*.

6.0 Copyrights and Publication.

Subject to the termination and reversion of rights in Paragraph 7.0, below, Artist hereby assigns all copyrights and all other legal and equitable rights, title, and interest in the Work and its revisions, to The Citadel. The Citadel, in its sole discretion, shall have the right to determine whether to publish the Work.

7.0 Termination; Reversion of Rights.

7.1 If The Citadel determines that publication of the Work is not desired it shall have the right to terminate this Assignment by sending written notification by email to the Artist. In such event, all rights to the Work are transferred back to the Artist.

7.2 The Artist may terminate this Assignment up to the time when the Work is accepted for publication. To do so, the Artist must send written notification by email to *The Gold Star Journal* at [gsj@citadel.edu](mailto:gsj@citadel.edu).

8.0 Indemnity

Artist agrees to indemnify and hold harmless The Citadel for any claim, cost or liability resulting from breach of this Agreement by the Artist, including but not limited to any claim, suit or proceeding based on the grounds that the Work (a) infringes on any valid copyright or other proprietary right of any other person, (b) infringes on the privacy of others, or (c) contains obscene, libelous, defamatory, or other unlawful material.

9.0 Entire Agreement; Modification.

This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof, supersedes any and all prior understandings and agreements, oral and written, relating hereto, and may be amended at any time only in a writing signed by both parties.

10.0 Assignment.

This Agreement may be assigned by The Citadel, but may not be assigned by the Artist without the express written consent of Institution, in advance; the assignee thereof shall have all the rights and remedies of the original parties insofar as the same are assignable.

11.0 Governing Law; Forum.

This Agreement shall be governed by and construed under the laws of the State of South Carolina, which shall be the forum for any lawsuits arising from or incident to this Agreement.

IN WITNESS WHEREOF, Artist has executed this Assignment on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, as set forth below.

AUTHOR:

GOLD STAR JOURNAL REPRESENTATIVE:

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

\_\_\_\_\_

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

\_\_\_\_\_

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