



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

1.0 The Work.

Artist has created a photograph or photographs which Photographer has submitted 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 and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

3.0 Author's Warranty.

Author warrants that:

3.1 Author is a student in good standing at The Citadel.

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

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

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

3.5 Work contains no 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.

During the term of this Agreement, Author will not, without the written consent of The Citadel, publish any abridged or other version of the Work, or any work of a similar character tending to interfere with sales or publication of the Work covered by this Agreement.

6.0 Copyrights and Publication.

Subject to the termination and reversion of rights in Paragraph 7.0, below, Author hereby assigns all copyrights, renewals, and extensions thereof, 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.

\_\_\_\_\_ (Author's Initials)

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 to Author. In such event, Author may elect to reclaim the copyrights and publication rights transferred in Paragraph 6.0 by sending written notification of such reclamation to The Citadel.

7.2 Upon Author making such reclamation, this Assignment will terminate, and all rights, including copyrights, acquired by The Citadel hereunder, excepting only any rights then existing in The Citadel arising out of or based upon the warranties, representations and indemnities made by Author to The Citadel, shall revert to Author.

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 or (b) contains 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 Author 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, Author has executed this Assignment on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, as set forth below.

AUTHOR:

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_ (Author's Initials)