

Art on Public Property Copyright License and Waiver

I, _____, along with _____ authored
(print name) (print names of all other authors)
one or more works of art to be displayed on public property as described in the Public Art Permit Application
Form submitted by _____, for the project titled _____,
(name of "Eligible Organization" as written on Permit) ("Title of Project" as written on Permit)
and said art is described as follows (collectively, the "Art"): _____
(describe the art)
_____.

I understand that the Art may be considered a "copyrighted work" subject to the provisions of federal copyright law included below regarding production, distribution, and display, as codified at 17 U.S.C. §106. I am authorized to grant a non-exclusive license of the rights conferred by §106 with respect to the Art.

§ 106 - Exclusive rights in copyrighted works

Subject to sections 107 through 122, the owner of copyright under this title has the exclusive rights to do and to authorize any of the following:

- (1) to reproduce the copyrighted work in copies or phonorecords;
- (2) to prepare derivative works based upon the copyrighted work;
- (3) to distribute copies or phonorecords of the copyrighted work to the public by sale or other transfer of ownership, or by rental, lease, or lending;
- (4) in the case of literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and other audiovisual works, to perform the copyrighted work publicly;
- (5) in the case of literary, musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work, to display the copyrighted work publicly; and
- (6) in the case of sound recordings, to perform the copyrighted work publicly by means of a digital audio transmission.

I hereby grant to the City of Minneapolis a non-transferrable, non-sublicensable, non-exclusive, perpetual, worldwide, royalty-free, irrevocable license ("License") to use the Art as follows, all of which may be exercised without my further consent: The City may publicly display the Art, may reproduce the Art in copies, may prepare derivative works based upon the Art, and may distribute said copies and derivative works to the public by any means that does not generate revenue.

I understand that the Art may be considered a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990 included below regarding attribution and integrity, as codified at 17 U.S.C. §106A(a). I am authorized to waive the rights conferred by §106A(a) with respect to the Art, in accordance with the waiver provision included below as codified at 17 U.S.C. §106A(e)(1).

§ 106A. Rights of certain authors to attribution and integrity

(a) Rights of attribution and integrity.—Subject to section 107 and independent of the exclusive rights provided in section 106, the author of a work of visual art—

(1) shall have the right—

(A) to claim authorship of that work, and

(B) to prevent the use of his or her name as the author of any work of visual art which he or she did not create;

(2) shall have the right to prevent the use of his or her name as the author of the work of visual art in the event of a distortion, mutilation, or other modification of the work which would be prejudicial to his or her honor or reputation; and

(3) subject to the limitations set forth in section 113(d), shall have the right—

(A) to prevent any intentional distortion, mutilation, or other modification of that work which would be prejudicial to his or her honor or reputation, and any intentional distortion, mutilation, or modification of that work is a violation of that right, and

(B) to prevent any destruction of a work of recognized stature, and any intentional or grossly negligent destruction of that work is a violation of that right.

...

(e) Transfer and waiver.—

(1) The rights conferred by subsection (a) may not be transferred, but those rights may be waived if the author expressly agrees to such waiver in a written instrument signed by the author. Such instrument shall specifically identify the work, and uses of that work, to which the waiver applies, and the waiver shall apply only to the work and uses so identified. In the case of a joint work prepared by two or more authors, a waiver of rights under this paragraph made by one such author waives such rights for all such authors.

I hereby permanently waive all rights conferred by 17 U.S.C. §106A(a)(3) to prevent any intentional distortion, mutilation, or other modification of the Art or any destruction of the Art. I understand that, because of this waiver, the City of Minneapolis may, at any time, for any reason, in its sole discretion, and without my knowledge, relocate, modify, remove, or destroy the Art. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1)-(2).

(Date)

(Sign Name)