

# Sheffield Hallam University Artist Online Exhibition License

## **1 The Artwork**

This license applies to the digital files you are submitting, 'the Artwork'.

## **2 Commencement**

This license shall come into force on the submission of the Artwork.

## **3 Exhibition**

- 3.1 Sheffield Hallam University agrees to exhibit the Artwork on its online exhibition platform.
- 3.2 Sheffield Hallam University will retain the Artwork in its archives to use in the future, under the terms of this license only.
- 3.3 Sheffield Hallam University reserves the right not to exhibit the Artwork.

## **4 Artist's Warranties**

- 4.1 You warrant that you have the necessary rights, licences and permissions to create the Artwork and that the Artwork is not contrary to any UK laws in force as at the submission date, and that the Artwork is your original work and that in creating the Artwork you have not infringed the intellectual property rights or proprietary rights of any third party or committed any defamatory, blasphemous, obscene or indecent act.
- 4.2 You hereby indemnify Sheffield Hallam University against all claims, liabilities and expenses arising out of your breach of the obligations contained in clause 4.1.

## **5 Artist's Fees and Costs**

- 5.1 Sheffield Hallam University will pay no fee for this license.
- 5.2 There is no fee payable by you for this opportunity.

## **6 Ownership of the Artwork**

- 6.1 You shall have sole title to the Artwork.
- 6.2 We will pass on to you in a timely manner any enquiries about the Artwork from potential purchasers or future employers in line with applicable legislation.

## **7 Intellectual Property Rights and Moral Rights**

- 7.1 All intellectual property rights arising in, or registered in relation to the Artwork shall be vested solely in you, including but not limited to copyright in the Artwork.
- 7.2 You hereby grant Sheffield Hallam University a revocable, royalty-free, non-exclusive licence to feature the Artwork in its online exhibitions, hardcopy and digital publicity material, including its use on third party websites.
- 7.3 You hereby grant Sheffield Hallam University a revocable, royalty-free, non-exclusive licence to use the Artwork to promote and publicise you and your work, including the

transfer of the Artwork, under this license, to third parties, including but not limited to, newspapers, journals and websites.

- 7.4 You hereby grant Sheffield Hallam University a revocable, royalty-free, non-exclusive licence to store the Artwork in its archives, for the purposes of scholarship and research.
- 7.5 We agree to ensure that you are credited as the artist in a manner that is reasonably prominent, on all occasions when the Artwork is used under license.
- 7.6 You hereby assert your moral right to be identified as the author of the Artwork in accordance with section 78 of The Copyright, Designs and Patents Act 1988, on all occasions when the Artwork is exhibited, published or issued to the public.

**8 Withdrawing Permission**

- 8.1 You shall be entitled to revoke this license and Sheffield Hallam University's right to use the Artwork by submitting notice in writing and sending to The Gallery Manager, Sheffield Hallam University, Howard Street, Sheffield S1 1WB giving 60 working days' notice.

Authorised to sign for and on behalf of SHEFFIELD HALLAM UNIVERSITY HIGHER EDUCATION CORPORATION	ARTIST
Signature: Tim Machin	Signature:
Name: Tim Machin	Name:
Title: Gallery Manager	
Date: 14 April 2023	Date: