

**PORTLAND PUBLIC SCHOOLS
INTELLECTUAL PROPERTY ASSIGNMENT
AND
VISUAL ARTISTS RIGHTS ACT (VARA) WAIVER**

Artist Name: _____ (“Artist”)

Description of Work: _____
_____ (“Work”)

Proposed Uses of Work: _____
_____ (“Uses”)

INTELLECTUAL PROPERTY ASSIGNMENT

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Artist hereby irrevocably conveys, transfers, and assigns to School District No. 1, Multnomah County, Oregon dba Portland Public Schools (“PPS”) all of Artist's worldwide right, title, and interest in and to the Work, including without limitation all copyrights, inventions, trade secrets, trademarks, and other proprietary and intellectual property rights embodied therein.
2. Further Actions. Artist will execute any documents and take other further actions as requested by PPS to effect the assignment and registration (if any) of the Work, and to cause the assignment herein to be made of record.
3. Warranties and Indemnification. Artist warrants to PPS that the Work is original to Artist and does not infringe the rights of any third party. Artist agrees to indemnify PPS against any loss, injury or damage related to a breach of warranty.

AGREED:

Artist Signature: _____

Print Name: _____

Date: _____

ACKNOWLEDGED AND ACCEPTED:

PORTLAND PUBLIC SCHOOLS

Signature: _____

Print Name: _____

Title: _____

Date: _____

VARA WAIVER

1. Applicability of VARA. Artist acknowledges that the Work may be considered a work of visual art subject to the provisions of the Visual Artists Rights Act of 1990, as codified at 17 U.S.C. §106A, and that the Uses may subject the Work to destruction, distortion, mutilation or other modification.
2. Waiver of Rights. Artist hereby permanently waives any right under 17 U.S.C. §106A(a)(3) to prevent distortion, mutilation, modification or destruction of the Work. This waiver applies exclusively to the Work and the Uses, and shall not be construed to waive any right in any artistic work or use of the Work not contemplated hereunder.
3. Limitation on Waiver of Rights. This waiver limited to those rights granted under 17 U.S.C. §106A(a)(3), and does not extend to the Artist's right to:
 - (a) Claim authorship of the Work;
 - (b) Prevent the use of his or her name as the author of any work of visual art which he or she did not create;
 - (c) Prevent the use of his or her name as the author of the Work in the event of a distortion, mutilation, or other modification of the work which would be prejudicial to his or her honor or reputation.

ARTIST

Signature: _____

Print Name: _____

Date: _____

ACKNOWLEDGED AND ACCEPTED:

PORTLAND PUBLIC SCHOOLS

Signature: _____

Print Name: _____

Title: _____

Date: _____