



GOVERNMENT OF THE DISTRICT OF COLUMBIA
COMMISSION ON THE ARTS AND HUMANITIES

ARTWORK RELATIONSHIP AND COPYRIGHTS WARRANTY

As the duly authorized officer of <NAME> a 501(c) NON-PROFIT ORGANIZATION or INDIVIDUAL (“Applicant”), with an address of ADDRESS, an applicant for a PUBLIC ART BUILDING COMMUNITIES GRANT of the DC Commission on the Arts and Humanities (“CAH”), I hereby swear and attest as follow, under the penalty of perjury:

- 1) This document regards the copyrights that are related to the proposed Artwork that is referenced in my attached Grant Application to the DC Commission on the Arts and Humanities’ (“CAH”). As a CAH Grant Award Applicant, I understand that I am required to explain to CAH the nature of my relationship to the Artwork and to the copyrights that are connected to the Artwork.
- 2) I understand that a “copyright” is a property right in an original work of authorship (“Work”) that is fixed in tangible form (that is, in a form that is perceptible to touch, such as a painting) or in a tangible medium of expression (such as a motion picture or sound recording). The owners of copyrights in a Work are provided with several categories of Work-related legal protection, including (but not limited to) the exclusive right to reproduce the Work and the exclusive right to publically display or perform the copyright-protected Work. As a general rule, ownership of copyrights in a Work vests initially in the author or authors of the Work. However, the ownership of copyrights in a Work may be transferred by one owner to a new owner, as long as that transfer of ownership is done pursuant to a legally-binding agreement between those parties.
- 3) I understand that although CAH is sharing this information with me, they are not providing legal advice to me. CAH has advised that I access additional information regarding copyrights by visiting the website of the U.S. Copyright Office. See: <https://copyright.gov/>. See also: <https://www.copyright.gov/title17/>. I understand that if I should need advice or additional information regarding copyrights, that I should consult an attorney.
- 4) To ensure that my prospective Grant Agreement does not create any copyright-related legal issues, CAH requires that my relationship to the Artwork is clearly explained by choosing one of the categories below and by providing additional information regarding my relationship to the Artwork (and the copyrights in the Artwork).

I officially affirm and agree that:

_____ (1) I am the individual (or authorized representative of the entity) who created the Artwork that is referenced in the above-referenced Grant Application and who is the exclusive owner of all copyrights in the Artwork; or

_____ (2) I am the individual (or authorized representative of the entity) who commissioned the creation of the Artwork on a "work-for-hire" basis and who is, accordingly, the exclusive owner of all copyrights in the Artwork (Note: A "work-for-hire" is defined herein as a Work that is either prepared by an employee within the scope of the employment relationship or as some other Work for which all involved parties agree (pursuant to a lawful written agreement) to the "work-for-hire" designation being applied to the Work.); or

_____ (3) I am a party to an agreement that lawfully transferred to me either: (i) exclusive and permanent ownership of all copyrights in the Artwork; or (ii) a permanent license (i.e., written permission) to use and benefit from the use of the Artwork and all copyrights in the Artwork; or (iii) a license (i.e., written permission) to temporarily use and benefit from the use of the Artwork and all copyrights in the Artwork. **In support of this representation, I have attached to this Warranty a copy of the agreement and/or license that is referenced in this paragraph.**

Grant Applicant's Printed Name: _____

Grant Applicant's Signature: _____ Date: _____

Acknowledgement of Status as a "Work-for-Hire" Artist (if Applicable) Provided By:

Artist's Printed Name: _____

Artist's Signature: _____ Date: _____