

## **LOGOS GUILDWORKS MINISTRIES, INC.**

Monroe and Barbara Schlactus Family *Gimilus Chassidim* Fellowship

### **TERMS AND CONDITIONS**

#### **1. PDF of PROPOSAL**

The entire proposal complete with optimized web-viewing images must be submitted to Logos GUILDWORKS Ministries, Inc. (GUILDWORKS) in PDF format. Proposals will be published online (available to GUILDWORKS registered users) and become part of the public record and GUILDWORKS archives. Proposal Abstracts may be published and available to the general public viewing top-level site content.

#### **2. DOCUMENTATION of PROJECT**

Each artist is responsible for, and commits to producing and sharing, written and visual materials documenting the project from its start through completion and post-script. A written outline of the process to achieve this must be prepared and submitted ([submissions@logosguildworksministries.org](mailto:submissions@logosguildworksministries.org)) within 21 days of award notification. Please sketch out how you will utilize the GUILDWORKS *Gimilus Chassidim* Mercy and Lovingkindness weblog to inform our larger community as your project proceeds from inception to completion, and indicate what videos you believe may be appropriate for uploading to the GUILDWORKS YouTube channel ARTIST VIDEOS Playlist.

**NOTE:** *We strongly encourage artists to create short videos to accompany their weblogs; these must be in YouTube-compatible format and emailed or FTP transferred to ([media@logosguildworksministries.org](mailto:media@logosguildworksministries.org)). All Fellowship-related videos are uploaded as **GUILDWORKS** Channel ARTISTS VIDEOS as your project progresses or as new media resources directly related to your project.*

#### **3. USE OF FUNDS**

Funds issued and accepted by each artist become their sole responsibility. Funds must be used solely for their accepted purpose. Misuse of funds entails repayment in full to GUILDWORKS within 30 days of terminating the Fellowship contract between signatory artist and GUILDWORKS.

#### **4. OWNERSHIP/RIGHTS AND LICENSE**

(a) All project submissions, including but not limited to the project proposal, project documentation, weblogs, videos of progress on the project and the like, shall be jointly owned by the artist and GUILDWORKS. The copyright to these materials shall belong to GUILDWORKS. At the request of GUILDWORKS, the undersigned agrees to execute any and all documents *reasonably requested* by GUILDWORKS to effectuate these ownership rights, and the undersigned hereby irrevocably assigns and transfers all of his or her right, title and interest in such materials, including but not limited to the copyright thereto, to GUILDWORKS without further consideration.

(b) All artists' copyrights and other intellectual property rights to individual and/or collective artists' works created for, with or through GUILDWORKS as part of the Fellowship or with the Fellowship award that are not subject to 4(a), above, shall remain with the artist(s) unless otherwise assigned. The artist, by accepting the Fellowship, grants to GUILDWORKS a non-exclusive, irrevocable, paid in full, world-wide license to use any and all such works, or any part thereof, for any purposes related to GUILDWORKS' mission, vision and brand, in any medium or forum now existing or hereafter established. Without limiting the foregoing, the license granted by this Section includes the right to reproduce, in whole or in part, all or any portion of a work. The right to perform or show the work, and the right to sell reproductions of or performances of the work in any format or medium must be separately negotiated from this contract. Full permissioned use of Fellowship Projects for GUILDWORKS' direct Public Relations, Media sharing, Reference, Advertising and Marketing, and Branding in any form now in existence or hereafter created, and for sublicense of rights GUILDWORKS holds to third parties working in GUILDWORKS' interest, is granted.

(c) Neither party may use project submissions (clause 4(a)) or project works (clause 4(b)) in any manner that is found to be harmful to either GUILDWORKS or the artist, or to another participating GUILDWORKS' artist. To the extent artist uses any portion of the project submissions or the project works independently of GUILDWORKS, the artist will notify GUILDWORKS in advance of such use and its purpose, and the artist agrees that in connection with any such use, artist will include in a preface, introduction to and/or otherwise in writing, (in a form most likely to be that afforded to the viewer) that above-referenced materials are jointly owned with GUILDWORKS, and were first used in connection with the specific originating GUILDWORKS Fellowship. GUILDWORKS will either approve this language, and/or provide the exact language on receipt of the notice from artist of the use.

(d) Derivative works (as defined in Section 101 of the United States Copyright Act) based on either project submissions, interactive or other web-based materials, or material (physical) project works shall be jointly owned, and all parties shall have the right to use such derivative works, as set forth in Sections 4(a) and 4(b), above, respectively. Artist or other GUILDWORKS MINISTRIES participant will provide GUILDWORKS MINISTRIES with access to internet based content, as well as with a minimum of (2) complete copies of each (physical/material) derivative work created by artist.

## **5. REPRESENTATION OF ARTIST**

You represent and warrant that each item transferred or licensed to GUILDWORKS under the Fellowship award will be an original work of artist (or of artist and the other artists collaborating with artists as part of the Fellowship), or that for elements that are not original works of artists, that you have obtained rights to that element sufficient to allow for the license rights to GUILDWORKS under these Terms and Conditions. You agree to defend, indemnify and hold GUILDWORKS harmless from and against any and all claims to the contrary.

## **6. EVALUATION**

The Executive Director (or in her absence acting Executive Director) and Fellowship Review Committee reserves all rights to review any ongoing Fellowship project (eight weeks after it begins) to assess progress and directions toward benchmarks, and at any time throughout the course of the fellowship. If insufficient progress has been made, funds misused or if a majority of the Board of Directors determines the fellow(s) are in violation of this agreement, a decision to revoke the fellowship may occur. As such, in good faith 50% of the Fellowship funds must be returned to GUILDWORKS iABRAHAM MINISTRIES.

**7. AGREED**

Perspective fellows need to thoroughly familiarize themselves with the terms and conditions described herein and accept them without objection. Please note, If at any time during or after the fellowship there is a dispute between the fellow(s) and GUILDWORKS requiring the use of legal services, any fees incurred by GUILDWORKS will be the sole responsibility of the fellow(s) involved.

By signing below, you agree to have read and understood, and will abide by the terms and conditions of this Fellowship.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name