

APPENDIX C: RHIZOME ARTBASE CLONED OBJECT AGREEMENT

This agreement sets out the terms and conditions by which you agree to contribute ("your artwork"), to the Rhizome ArtBase as a cloned object. This agreement also sets out the terms and conditions by which Rhizome.org agrees to accept your artwork into the ArtBase.

1. General Information

The Rhizome ArtBase is an online archive of new media art—including net art, software art, computer games, and documentation of new media performance and installation—that is assembled and maintained by Rhizome.org, a nonprofit organization based in New York City. The goals of the ArtBase are to preserve new media art for the future and to provide access to new media art in a context of relevant information and critical discourse.

The ArtBase includes two main types of artworks: cloned objects and linked objects. Linked objects consist of information about an artwork and a link.

Cloned objects include an archival copy of an artwork that is stored on our servers. Users can access this "cloned" copy or click on the "Original URL" to link to the work on another server. The cloned copy serves as a snapshot of the work as it existed when it was archived and as a backup copy in case the original version becomes inaccessible. If the work changes after it is archived, the cloned copy may differ from the version of the artwork maintained by the artist.

Cloned objects also include information about the project ("metadata") such as the artist's name, the date the project was created, the project's title, original URL, keywords, technologies used, an artist's statement and a thumbnail image. Artists who submit artworks as cloned objects provide us with such metadata, which we may then edit to ensure completeness, consistency and accuracy.

You have submitted your artwork as a cloned object.

2. Your Rights

Even though you submit your artwork to Rhizome.org for inclusion in the ArtBase, and execute this agreement, you retain ownership of copyright and all other rights in your artwork.

Our inclusion of your artwork in the ArtBase does not preclude you from exhibiting your artwork elsewhere, online or offline. Nor does inclusion of your artwork in the ArtBase preclude you from selling or otherwise seeking financial compensation for your artwork in another context. Neither of us will seek or be entitled to any compensation from the other by reason of Rhizome.org including your artwork in the ArtBase.

You may use the fact that your artwork has been included in the ArtBase on your resume or curriculum vitae, or to promote your artwork in other ways. You may also link to the ArtBase or directly to your artwork in the ArtBase.

If you ask us to remove your artwork and the metadata about your artwork from the ArtBase, we will endeavor to do so within 60 days of receipt of your request. Requests may be sent via email to artbase@rhizome.org. Note: removing your artwork from the ArtBase means removing it and the metadata about your artwork from the ArtBase web site. We may not be able to remove your artwork or the metadata about your artwork from backup copies of the web site in archival storage.

If your artwork changes and you want to update the copy in the ArtBase, you may request an update by sending an email to artbase@rhizome.org. Due to limited resources, we may not be able to comply with all update requests.

3. Our Rights

You grant Rhizome.org a non-exclusive, worldwide, royalty-free, fully paid-up license to store copies of your artwork on our servers, to include your artwork in the ArtBase and to perform, display or otherwise make available your artwork to users online. You also grant Rhizome.org the right to use your name, the title of your artwork, and all other metadata about your artwork that you submit to us, including the thumbnail image of or taken from your artwork, both on the Rhizome.org web site and elsewhere for promotional and fundraising purposes.

You grant Rhizome.org the right to make changes to your artwork for purposes of preserving the artwork and for access by users, as specified by you in the Artist Questionnaire.

You grant Rhizome.org the rights to create a thumbnail image of or from your artwork if you either do not provide one or if the thumbnail image you provide does not meet our standards, and to include such image in the ArtBase.

We reserve the right to make changes to the metadata you provide about your artwork for the purposes of completeness, consistency and accuracy.

We reserve the right to remove your artwork and the metadata about your artwork from the ArtBase at any time for good reason. Good reason includes, but is not limited to, claims that your artwork infringes the rights of third parties, is libelous or is defamatory. If we remove your artwork and the metadata about your artwork from the ArtBase, we will attempt to notify you by sending an email to the email address you provide.

4. Your Obligations

You agree to upload your artwork to our server and to test its functionality.

You agree to keep the contact information in your member record on the Rhizome.org web site up-to-date and accurate.

You agree to notify us of any changes to the URL at which your artwork is available so that we can keep the Original URL field up-to-date. Such notice shall be sent via email to artbase@rhizome.org.

5. Our Obligations

We agree to use reasonable efforts to ensure that your artwork remains secure and accessible for the future by providing high web server availability and redundant backups. We also intend, but are not obligated, to provide access to obsolete software and to implement measures to preserve your artwork, such as documentation, migration, emulation and reinterpretation, as indicated in the Artist Questionnaire.

If Rhizome.org is no longer able to maintain the ArtBase, we will endeavor to find a trusted third party to take on and maintain the ArtBase. At that or any other time you may ask to remove your artwork and the metadata about your artwork from the ArtBase.

We agree to notify you of any changes to your artwork that are permitted by you, as specified in the Artist Questionnaire.

We agree to notify you if we remove your artwork from the ArtBase in accordance with Section 3 above.

6. Representations; Disclaimers; Limitation of Liability

You represent that your artwork, the thumbnail image and the other metadata that you provide to us do not infringe the intellectual property rights of any other person, that you have the rights to license your artwork to Rhizome.org and to authorize Rhizome.org to include metadata in the ArtBase and that you are authorized to enter into this agreement.

We represent that we are authorized to enter into this agreement, and we disclaim all other representations and warranties, express or implied..

Neither Rhizome.org nor any of its officers, directors, employees, agents, representatives, information providers or licensors ("Affiliates") represent or warrant that the ArtBase will be available or will be uninterrupted or error free, or that access to the ArtBase will be secure, or that information contained in the ArtBase will be accurate.

In no event will Rhizome.org, or any of its Affiliates be liable to you for any direct or other damages arising out of this agreement, including, but not limited to, our including your artwork in the ArtBase.

7. Indemnification

You agree to defend, indemnify and hold harmless Rhizome.org and its Affiliates from and against all third-party claims and expenses (including attorneys' fees) arising out of your artwork, including, but not limited to, any breach of any of your representations.

We agree to defend, indemnify and hold you harmless against all third- party claims and expenses (including attorneys' fees) arising out of the ArtBase (other than claims and expenses arising out of any breach of your representations), including, but not limited to, any breach of any of our representations.

8. Survival

Sections 7 and 9 and this Section 8 shall survive termination of this Agreement.

9. Miscellaneous

This agreement constitutes the entire agreement between Rhizome.org and you and may only be amended in writing by mutual agreement. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. This agreement shall be construed in accordance with the laws of the State of New York, without regard to its conflict of laws rules.