

Donation Agreement

With the intent to submit this Work for dissemination to the general public, I agree to the following terms and conditions:

- 1.) In self-archiving this collection of files and associated bibliographic metadata (the Work), I grant The Arc/k Project and its agents the non-exclusive and perpetual license to publish, archive and make accessible the Work in whole or in part, in all forms of media, now or hereafter known and in all languages throughout the world.
- 2.) I understand that I may enter into separate, additional contractual arrangements (or Memorandum of Agreement) for the non-exclusive distribution of the Work so long as such contracts do not conflict with the Author's choice of a Creative Commons License in connection with the submission of the Work.
- 3.) I represent and warrant that if I am the photographer: (a) the Work is my original work; (b) I possess all right and authority to grant a non-exclusive license in the Work to The Arc/k Project; (c) I have not transferred exclusive rights in the Work to any third party; (d) the Work contains no misrepresentation or infringement of third parties' work or property; and (e) the Work contains no libel, invasion of privacy, or other unlawful matter.
- 4.) I represent and warrant that if I am NOT the photographer: (a) the Work is in the Public Domain or is compliant with all Creative Commons License restrictions set by the rights holder; or (b) I have permission from the rights holder to donate the Work to The Arc/k Project.
- 4.) I agree to promptly furnish The Arc/k Project, at the Author's own expense, written evidence of the permissions, licenses, and consents for use of third party material included within the Work upon request.
- 5.) I agree to indemnify and hold The Arc/k Project harmless from any breach of the representations and warranties set forth in this Agreement, as well as any claim or proceeding relating to The Arc/k Project's use and publication of any content contained in the Work, to include third party content unless specified in a contractual arrangement or Memorandum of Agreement.
- 6.) I acknowledge that the objects depicted in the Work are not images of human remains, funerary objects, sacred objects, or objects of cultural patrimony related to any Indigenous Community and is compliant with the principals of The Native American Graves Protection Act (1990)
- 7.) I represent and warrant that cultural objects depicted in the Work are

- (a) not related to Illicit import, export and/or transfer of ownership of cultural property which lends to the impoverishment of the cultural heritage of the countries of origin of such property;
- (b) not related to any theft from cultural heritage institutions, Indigenous communities or private collections;
- (c) not acquired through the looting of archaeological sites or via the displacement of artifacts due to war.