

SECTION 14. OWNERSHIP OF WORK CREATED FOR THE CITY.

A. Contractor/Artist represents and warrants that upon creation of the Work or any part thereof, the Contractor/Artist will be the sole owner of all intellectual property rights in and to such Work and will hold the complete and undivided copyright interest in and to such Work. In order to transfer joint ownership to the City of such rights, Contractor/Artist does hereby sell, assign, and transfer to the City, and further agrees to assign and transfer to the City, a joint ownership interest in and to the Contractor/Artist's entire right, title, and interest in and to all such intellectual property rights in and to such Work, including the copyright in and to such Work, and any registrations and copyright applications relating thereto and any renewal and extensions thereof. Contractor/Artist agrees to and shall take any action and execute all documents and perform such other proper acts as the City may deem necessary to secure for the City, all of the joint ownership rights herein transferred. Such transfer of rights shall be effective upon the City's approval of or acceptance of the Work or any part thereof, whichever occurs first.

B. Contractor/Artist agrees that upon transfer of such joint ownership rights, title, and interest in and to the Work or any part thereof to the City, the City shall be the joint owner, along with the Contractor/Artist, of all rights of any type, intellectual or otherwise, in and to such Work, including, but not limited to, copyrights and trademarks related to such Work. The City may make photographs or copies thereof, distribute, publicly display, sell, license, and use the Work, or any part thereof, and all of such items as the City deems appropriate, without restriction or limitation on their use and without any cost or additional charges of any type to the City from the Contractor/Artist. Furthermore, none of the parties shall owe any of the other parties to this Purchase Order any royalty or other payments of any type for such party's use, sale, license, or other use of any of the intellectual property rights referred to in this Section 14. The Contractor/Artist acknowledges that the Fee provisions in this Purchase Order include compensation to the Contractor/Artist for the matters set forth in this Section 14.

C. The City will place appropriate signage, as reasonably approved by all parties, on such Work giving credit to the Contractor/Artist.