

## Massachusetts ADU Design Challenge Submissions Agreements

To enter the Massachusetts ADU Design Challenge, submitters will be presented in the [Application](#) with waivers and attestations, all of which are required for contest participation. Applicants are strongly advised to review all waiver and attestation language carefully prior to submission. In order to finalize the Submission, the Submitter must execute certain documents with legal effect, including the following; Assignment of Copyright and Related Rights, Representations and Assumption of Liability, and Waiver of Claims. These documents are replicated below and should be reviewed by the Submitter and all Team Members before Submission.

### **Assignment of Copyright and Related Rights**

**THIS ASSIGNMENT OF COPYRIGHT AND RELATED RIGHTS** is executed by the undersigned (“Submitter”) in connection with the Submitter’s voluntary submission (“Submission”) to the Executive Office of Housing and Livable Communities (“EOHLC”) acting for the Commonwealth of Massachusetts (“the Commonwealth”) as part of the EOHLC’s Accessory Dwelling Unit Design Challenge (“Challenge”).

Where a team of individuals or entities have collaborated-on or contributed-to a single Submission, the Submitter must secure all associated permissions and rights from such contributors (“Team Members”) before signing this document or finalizing the Submission. Submitter agrees to assume any liability of the Commonwealth’s as may result from failure to secure such permissions and rights.

### **1. Voluntary Participation**

Submitter acknowledges that participation in the Challenge is voluntary and not a procurement of architectural or professional services for EOHLC or the Commonwealth. Submissions are conceptual in nature and not intended to constitute final design documents or construction plans.

### **2. Intellectual Property Rights, Publicity, Publication, Reproduction and Use**

Submitter agrees that, as a condition of their Submission to the Challenge:

- a. Upon Submission, all materials and substantive components of the submission ("Submission Package") shall become the property of the Commonwealth. The Commonwealth shall have title and own the copyright in the Submission Package and its substantive components. As such, the Commonwealth shall have the right to license the Submission Package which shall include the right to:

- i. Reproduce, publish, display, distribute, transmit, and otherwise make the Submission Package available, including posting on state websites, social media, printed materials, public presentations, and press materials.
  - ii. Modify, adapt, excerpt, or create derivative works from the Submission Package.
  - iii. Permit members of the public, including homeowners, designers, architects, builders, municipalities, and others, to 1) view, download, or reuse the Submission Package, and 2) create derivative works inspired by or based on the Submission Package, and 3) design and construct ADUs based on or derived from the Submission Package.
- b. To the maximum extent permitted by law, Submitter assigns all moral rights associated with the Submission Package, including any rights of attribution, integrity, disclosure, or withdrawal, to the Commonwealth. The Commonwealth may, but is not required to, provide attribution to the Submitter.
- c. Submitter shall not make any application for copyright or patent of the Submission Package or any of its substantive components without the prior written consent of EOHLC.
- d. Submitter waives any right to assert or enforce any claims against the Commonwealth or any of its agencies, officers, employees, contractors, or designees, and any member of the public who downloads, copies, adapts, modifies, or uses the Submission Package in connection with planning, designing, or constructing an ADU.
- e. Submitter shall retain a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the Submission Package and its substantive components.
- f. Nothing in this agreement prevents Submitter from entering private contractual relationships with homeowners or others, including for the creation of final, buildable plans based on the Submission Package.

Submitter will attest to have read, understood, and agree to the foregoing and that I intend to electronically sign this document.

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## **Representations and Assumption of Liability**

### **REPRESENTATIONS**

Submitter represents that the Submission:

1. is the Submitter's own original work or submitted with all necessary permissions;
2. does not infringe any copyright, trademark, or other intellectual property rights; and
3. contains no information that would violate the rights of any third party.

**REPRESENTATIONS: ASSUMPTION OF LIABILITY**

Submitter agrees, as a condition of their Submission, to assume any liability of the Commonwealth's related to any misrepresentations made by Submitter to the Commonwealth as part of Submitter's participation in the Challenge to the extent allowable by law, including but not limited to any infringement of intellectual property rights held by any other person or entity, including but not limited to Submitter's employer or Team Members.

Submitter will attest to have read, understood, and agree to the foregoing.

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**Waiver of Claims**

Submitter agrees, as a condition of their Submission, to hold EOHLC and the Commonwealth harmless and to waive any claims or causes of action against them that may accrue or have accrued related to the Challenge, the Submission, and the Submission Package, to the extent allowable by law.

Submitter will attest to have read, understood, and agree to the foregoing and that I intend to electronically sign this document.

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**Acknowledgement: Public Records**

Submitter acknowledges that:

The Executive Office of Housing and Livable Communities is subject to Massachusetts' Public Records Law, [Mass. Gen. Laws ch. 66](#), which generally requires the disclosure of public records upon request.

Information received by EOHLC from Submitters as part of the Challenge, including the Submission Package may meet the definition of "public record" under relevant law. The Commonwealth makes no representation that any portion of the Submission Package will be treated as confidential.

Submitters should carefully review their communications with EOHLC, including their Submission Package, in the context of relevant public records laws to ensure sensitive information is treated appropriately.

Submitter will attest to have read, understood, and agree to the foregoing and that I intend to electronically sign this document.

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**Acknowledgement: Reservation of Rights**

Submitter acknowledges that:

EOHLC reserves all rights associated with the Challenge, including:

- To accept or reject any Submission for any reason, including inconsistencies with submission requirements;
- To waive minor inconsistencies/irregularities in submission requirements at its discretion;
- To make scoring decisions;
- To cancel or modify the Challenge in part or in whole, including but not limited to its timeline, prizes, awards, and honoraria.

Submitters are responsible for monitoring communications from EOHLC regarding the Challenge, including the above.

Submitter will attest to have read, understood, and agree to the foregoing and that I intend to electronically sign this document.