

PHOTOGRAPHER/VIDEOGRAPHER AGREEMENT

This Agreement is entered into this ____ day of _____, 20____ (the “Effective Date”), by and between the University of Pittsburgh – Of the Commonwealth System of Higher Education (“University”), having a principal place of business at 4200 Fifth Avenue, Pittsburgh, PA 15260, and _____ (“Photographer”), having a principal place of business at _____.

The University desires to obtain certain photography and/or videography services of Photographer (the “Services”), and the Photographer is qualified and willing to perform such Services for the University.

The parties agree as follows:

- 1. Services.** The Photographer is retained by the University to provide the Services set forth in Work Order(s), Exhibit A, attached and incorporated herein by reference.
- 2. Title and Copyright Assignment.** Any and all photographs, negatives, video footage, images, renderings, and other related materials created or produced by Photographer in whatever form or medium, electronic or otherwise, in connection with the Services, shall be deemed the “Work.” The Work shall constitute a work made for hire as defined in the U.S. Copyright Act of 1976, as amended, 17 U.S.C. § 101. Photographer acknowledges and agrees that the Work and all legal title and rights therein are the sole and exclusive property of the University. To the extent that any portion of the Work is not a work made for hire under applicable law, Photographer hereby irrevocably assigns and transfers to the University all of the right, title and interest in the Work in perpetuity worldwide, including all works based upon, derived from, or incorporating the Work, and any income, royalties, damages and/or payments now or hereafter due or payable with respect to the Work.
- 3. Representations and Warranties.** Photographer represents and warrants that: i) the entire Work is Photographer’s original work, and/or; ii) it is derived from a pre-existing work which Photographer owns, and/or; iii) it is derived from pre-existing work to which Photographer has licensed the rights. Further, Photographer represents and warrants that to the best of Photographer’s knowledge, the Work does not infringe the rights of any third party.
- 4. Payment.** Upon satisfactory completion of Services and acceptance of Work, University shall pay Photographer a total sum of USD \$_____. No other amount shall be due to Photographer.
- 5. Termination.** This Agreement shall begin on the Effective Date and shall continue until _____, unless earlier terminated by the University in its sole and absolute discretion. Termination will not affect the University’s continued ownership of and rights in the Work or University’s obligation to pay Photographer for satisfactory Services completed up to the date of termination.

- 6. Independent Contractor.** Photographer is an independent contractor, and not a University employee.
- 7. Liability.** Each party agrees that it will be liable for any and all damage, loss or expense caused by negligent or intentional misconduct of that party, its employees, independent contractors and/or agents. In the event of a dispute between the parties, each party will pay its own attorneys' fees.
- 8. Insurance.** Before starting and rendering the Service, Photographer shall provide a certificate of insurance to the University documenting the following minimum insurance coverage: i) Commercial General Liability insurance with a minimum limit of one million dollars per occurrence and two million dollars in aggregate; ii) Worker's Compensation as required by applicable state and federal law and; iii) Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than one million dollars with respect to Photographer's owned, non-owned, hired, or borrowed vehicles, assigned to or used in the performance of the Services. Photographer shall maintain all such insurance until all obligations under this Agreement are satisfied.
- 9. Background Check.** Any Photographer who will have significant and regular contact with minors to perform Services under this Agreement warrants that Photographer, its employees or agents will comply in all respects with child abuse laws, including obtaining any clearances from appropriate state and/or federal agency, prior to commencement of Services.
- 10. Choice of Law; Venue.** The laws of the Commonwealth of Pennsylvania, without giving effect to its choice of law provisions, shall govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance and enforcement. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be brought in the Court of Common Pleas of Allegheny County or in the United States District Court for the Western District of Pennsylvania. Each of the parties waives, to the fullest extent permitted by law, any objection which it may now or later have to the exclusive jurisdiction of or the laying of venue in the Court of Common Pleas of Allegheny County or the United States District Court for the Western District of Pennsylvania, including any objections based upon inconvenient forum. The parties agree that a final judgment in any such suit, action or proceeding may be enforced in other jurisdictions as provided by law.
- 11. Assignment.** Photographer may not assign its rights, interests, and/or obligations under this Agreement without the prior written consent of University.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

UNIVERSITY OF PITTSBURGH – OF THE
COMMONWEALTH SYSTEM OF HIGHER
EDUCATION

PHOTOGRAPHER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

WORK ORDER NO. _____

TYPE OF WORK TO BE PROVIDED: _____

LOCATION: _____

SUBJECT: _____

SPECIAL INSTRUCTIONS: _____

UNIVERSITY CONTACT INFORMATION:

Name: _____

Department: _____

Address: _____

Telephone No.: _____

E-mail: _____

DATE WORK DUE TO THE UNIVERSITY OF PITTSBURGH (“UNIVERSITY”):

University reserves the right to review and approve the final Work product prior to acceptance.

Subject Release Forms and Location Agreements

All photographers taking photographs of University events may be required to obtain a signed release form from any person who is visibly recognizable and a target subject in the photograph. Crowd scenes where no single person is the dominant feature may be exempt from requiring a release. These rules govern photographs intended for use in any University publication of marketing or a public relations nature, such as newsletters, brochures, promotional items, or other such material. Releases also must be obtained for photographs used on the web. Although these rules are not in effect when photographs are taken of news events solely for news purposes, photographs taken for news purposes require a release for reuse in marketing materials. The release form may be downloaded from the Office of General Counsel’s website: <http://www.ogc.pitt.edu/forms.html>. Additionally, photographers taking photographs on University property may be required to sign a location agreement with the University. Please contact Laura Hillock in the Office of General Counsel to obtain either form or with questions on whether an additional form is required.