

## 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/videographers taking photographs or video of University events may be required to obtain a signed permission or consent form from any person who is visibly recognizable and a target subject in the photograph/video. The following general guidance is provided regarding the need for permissions or consents in connection with photographs/videos intended for use in University publications or for marketing materials such as newsletters, brochures, and promotional items.

- Photographs/video taken of crowd scenes in publicly accessible places where no single person is the focus of the recording may not need a permission or consent.
- Photographs/video taken of news events solely for news purposes may not require a permission or consent.
- Photographs/video taken for marketing and fundraising purposes may require a permission or consent.
- Photographs/video taken which is intended to be posted on publicly available webpages may require permission or consent.

Since the photographer/videographer is performing work for hire for the University, any required permission or consent would need to cover the University. Please contact Laura Hillock at the Office of University Counsel (412-624-0216) for advice and assistance in obtaining the appropriate permission or consent form to cover photographer’s/videographer’s work done on behalf of the University.