**AUGSBURG UNIVERSITY**

**WORK FOR HIRE AGREEMENT—PHOTOGRAPHY/VIDEOGRAPHY**

This Work For Hire Agreement (“Agreement”) is by and between AUGSBURG UNIVERSITY (“**INSTITUTION**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Photographer/Videographer”).

Institution and Photographer/Videographer agree to the following terms and conditions governing the provision by Photographer/Videographer to the Institution of photographs and/or video for use by the Institution. All photographs and/or video provided by Photographer/Videographer to Institution pursuant to this Agreement shall be deemed to be “works made for hire” as that term is defined in Section 101 of the United States Copyright Act (17 US Code, section 101).

1. **Ownership Rights**. The parties enter into this Agreement related to photographs and/or video that will be taken at **[INSERT NAME OF EVENT OR SHOOT].** In the event that the material which is the subject of this Agreement is copyrightable subject matter, Photographer/Videographer and Institution hereby agree that for the purposes of the agreement the photographs and/or video (hereinafter referred to as “Assets”) shall be a work-made-for-hire and the property of Institution. Institution shall have the right to secure copyright protection for the Assets. In the event that the Assets are not copyrightable subject matter, or for any reason cannot legally be a work-made-for-hire then, and in such event, Photographer/Videographer hereby assigns all right, title, and interest to said Assets to Institution and agrees to execute all documents required to evidence such assignment. Without limiting the foregoing, Photographer/Videographer gives and grants to Institution the right to exclusive use of all Assets prepared by Photographer/Videographer pursuant to this Agreement, in all media and types of advertising and promotion of Institution. Institution shall have the unlimited right to exploit the Assets as it sees fit, including the right to alter or rearrange the Assets, throughout the United States and its territories and possessions. Institution’s rights shall be exclusive, and Photographer/Videographer will not use, license, or permit the use of the Assets for any other purpose except as part of Photographer/Videographer’s portfolio.

2. **Consideration**. Institution agrees to pay Photographer/Videographer and Photographer/Videographer agrees to accept, in consideration of all services rendered by Photographer/Videographer and the use of the results thereof and all rights granted by Photographer/Videographer to Institution, the following compensation:

[**INSERT COMPENSATION ARRANGEMENT**]

In order to be paid, the Photographer/Videographer must provide an invoice and W9 form to his or her contact at the Institution.

3. **Photographer/Videographer’s Warranty**. Unless otherwise provided in this Agreement, Photographer/Videographer hereby represents and warrants: (a) that no third party has any rights in, to, or arising out of the Assets supplied hereunder; (b) that Photographer/Videographer has full right and power to enter into this Agreement; (c) that all models and any other living persons, or the representatives of any deceased persons whose names or likenesses are used in the Assets, and the owners of any unique or unusual inanimate objects which are used in the Assets, have executed releases allowing unlimited use by Institution (Photographer/Videographer shall supply Institution with copies of said releases with the Assets hereunder); (d) that the Assets comply with Institution’s specifications and are free from any material defects in design or workmanship; and (e) that the material supplied hereunder complies with and/or has been produced in accordance with all applicable state and federal laws and regulations.

4. **Indemnity**. Photographer/Videographer agrees to hold Institution and its respective assigns and licensees harmless from and against any loss, damage, or expense, including court costs and reasonable attorneys’ fees, that Institution and its assigns and licensees may suffer as a result of a breach or alleged breach of the foregoing warranties. Institution agrees to similarly hold Photographer/Videographer and its assigns and licensees harmless with respect to any material supplied by Institution.

5. **Insurance.** Photographer/Videographer, at Photographer/Videographer’s sole cost and expense, agrees to obtain and maintain the following insurance coverages:

a. Commercial General Liability: $1 million per occurrence, with Institution endorsed as an additional insured.

b. Auto Liability: $100,000 per person/$300,000 per occurrence for any and all autos, including owned, leased, non-owned and hired vehicles.

c. Workers’ Compensation: statutory benefits as required by law and employer’s liability coverage of $1 million.

d. Aircraft Liability: $1 million per occurrence in the event that drones are used, with Institution endorsed as an additional insured.

6. **FERPA Compliance.** Photographer/Videographer agrees to comply with the requirements of the Family Educational Rights and Privacy Act (“FERPA”), including but not limited to obtaining written photography releases compliant with FERPA from any student who is visibly recognizable in the photograph or recording and for whom Institution does not already have a release on file.

7. **Institution’s Rights**. Institution reserves the right to reject and not pay for Assets not delivered in accordance with the specifications of this Agreement, including timely delivery, which is of the essence. Complaints, notice of defects in workmanship or design of the Assets, or notice of rejection of any of the Assets will be forwarded to Photographer/Videographer promptly after Institution has reviewed the Assets.

8. **Photographer/Videographer’s Rights**. Photographer/Videographer agrees that no advertisement or other material need be submitted to him/her for any further approval, and that Institution will be without liability to Photographer/Videographer for any distortion or illusionary effect resulting from use of the Assets.

9. **Entire Agreement**. The terms and conditions set forth herein constitute the entire agreement between the parties and shall supersede all prior agreements. No waiver, modification, or addition to this Agreement shall be valid unless in writing and signed by the parties thereto.

10. **Cancellation**. This agreement may be canceled by Institution at any time prior to its acceptance of the Assets, upon written notice to Photographer/Videographer. In such event, Institution will pay Photographer/Videographer, in lieu of the compensation specified in this Agreement, the direct non-cancelable costs theretofore incurred and any direct non-cancelable theretofore committed costs incurred by Photographer/Videographer in the performance of its obligations hereunder prior to such cancellation; provided, however, that the total amount of such costs shall not exceed the price specified on the face of this Agreement.

11. **Confidentiality**. Photographer/Videographer covenants and agrees that he or she will not disseminate, reveal, or otherwise make available to others, or use for his or her own purposes, any information of a proprietary or confidential nature concerning Institution learned by Photographer/Videographer in the course of fulfilling this Agreement, including, but not limited to, advertising materials, ideas, plans, techniques, and products.

12. **Use of Assets**. Institution shall not be required to utilize Photographer/Videographer’s services or the Assets, it being understood that Institution’s only obligation shall be to make the payments required pursuant to the provisions of this Agreement.

13. **Assignment**. The fulfillment of this Agreement, or any sums payable hereunder, may not be assigned by Photographer/Videographer without the prior written consent of Institution.

14. **Governing Law**. The provisions hereof shall be interpreted in accordance with the laws of the State of Minnesota.

**SIGNATURES**

AUGSBURG UNIVERSITY PHOTOGRAPHER/VIDEOGRAPHER

*Reviewed by HR Director for Compliance:*

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Contract Approved by :*

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: 2211 Riverside Avenue

Minneapolis, MN 55454