

PHOTOGRAPHER/VIDEOGRAPHER AGREEMENT

This agreement entered into on this ____ day of _____, 2021 between **The Trustees of Columbia University in the City of New York**, hereinafter referred to as "Columbia", and _____ - _____, the **Photographer and/or Videographer**, hereinafter referred to as "Photographer."

Photographer hereby accepts an engagement (the "Engagement") to provide the following photo/video/cinema services (the "Services") and deliver all related work product (the "Deliverables").

Name and Address of Photographer(s):	
Phone:	
E-Mail:	
Description of Services and Deliverables (attach more if necessary)	
Name/Address of Location of Services:	
Start/End Date(s) of Service:	
Start/End Time of Services:	
Payment Agreed Upon:	

Additional Terms:

1. Time is of the essence in Photographer's performance of this Agreement. If Photographer fails to timely perform the Services and deliver the Deliverables, Columbia reserves, without limitation, the right to cancel the Engagement, in whole or in part, and to purchase the Deliverables from another source, and to charge Photographer for any loss incurred as a result of such action.
2. This agreement may be revoked without cause by Columbia providing written notice to the Photographer prior to the scheduled dates of the Service as set forth herein, without any further financial obligations. Any deposits or prepayments made by the University to the Photographer will be returned to the University if the Photographer's performance under this Agreement is canceled for any reason.

3. Columbia and Photographer shall not be in default nor liable for any failure in performance or loss or damage under this Agreement due to any Force Majeure Event. "Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars). Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under this Agreement, those obligations will be suspended for the duration of the Force Majeure Event. A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will: (a) forthwith notify the other; and (b) inform the other of the period for which it is estimated that such failure or delay will continue. The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.
4. If, in the sole judgment of Columbia, it becomes necessary to cancel this agreement to protect life or its property, or the property of others, then Columbia may do so without liability to the Photographer.
5. The Photographer shall neither assign, transfer, nor delegate any rights, obligations, or duties under this agreement without the prior written consent of Columbia.
6. Photographer warrants that there exists no actual, potential or appearance of conflict between Photographer's family, businesses, or financial interest and Photographer's performance of the Services. Photographer represents that it has not offered (and will not offer during the term of this Agreement) any compensation, reward, gift, favor, service, outside employment, reimbursement of expenses, loan, ownership interest, or anything else of monetary value, to any officer, employee, student, or faculty member of Columbia as an inducement to entering into or continuing under this Agreement. Photographer will notify Columbia in writing of any change in conditions that might give the appearance of a conflict of interest. Photographer will support and safeguard Columbia's legitimate interests in any dealings with third parties.
7. For all talent provided by Photographer, Photographer shall be solely responsible for obtaining all releases and permissions to use the personal likenesses and images of any persons appearing in the Deliverables.
8. Grant of Rights to Columbia (Choose One)
 - a. ☐ License Grant (general-purpose engagements): Photographer hereby grants to Columbia a perpetual, irrevocable license to use the Deliverables provided hereunder, and make modifications or derivative works of the Deliverables for any and all purposes, including but not limited to use in publications, brochures, web, annual reports, whether printed or in electronic format, and for any and all public relations purposes. Photographer shall execute any additional documents necessary for Columbia to perfect its usage rights at no additional cost to Columbia. Photographer retains the copyright in the Deliverables, but may not, without Columbia's express written permission, use the Deliverables in any way that could cause the Deliverables to be associated with Columbia. Except as otherwise prohibited or restricted herein, Photographer shall have the unlimited right to publish all such Deliverables and shall have the right to sell, give, profit or otherwise allow any third party to utilize the Deliverables. Photographer agrees that it shall not at any time use the University's name, logos or symbols, nor any of its building and unit names; nor the names of its trustees, officers, employees, and agents in any manner, including without limitation commercials, advertisements or any other publication or broadcast, without the University's prior written approval. Such written approvals may be withheld with or without reasonable cause.

- b. ☐ Intellectual Property Rights in Work Product (e.g., work in a clinical setting):
Photographer acknowledges that any and all copyrightable work done for Columbia hereunder will be "work made for hire" under the U.S. Copyright Law (17 U.S.C Section 101). If, for any reason, any portion of the Deliverables or the Services is not considered a "work made for hire," Photographer hereby assigns to Columbia all right, title, and interest in the Deliverables and the Services, including patents, copyrights, and other intellectual property rights. As a result, Columbia will retain full ownership of any product or service that Photographer provides.
9. Confidentiality. Photographer acknowledges that in the course of performing its responsibilities under this Agreement, Photographer may be exposed to or acquire information that is proprietary or confidential to Columbia and/or its affiliates. Photographer agrees to hold the Confidential Information in strict confidence and not to disclose the Confidential Information to third parties or use Confidential Information for any purposes whatsoever, other than for the performance of Photographer's obligations hereunder, without the express written permission of Columbia.
10. Any notice to either party hereunder must be in writing signed by the party giving it and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To Columbia:

To Photographer:

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

11. ☐ (Applicable if "X-ed") Photographer will provide Commercial General Liability insurance, written on an occurrence basis including, but not limited to, coverage for contractual liability, personal injury, bodily injury and broad form property damage liabilities with liability limits not less than \$1,000,000 per occurrence and annual aggregate. Photographer will deliver a certificate of insurance to Columbia providing evidence such coverage. The certificate of insurance shall provide for a 30-day written notice of cancellation or material change and shall name The Trustees of Columbia University in the City of New York, its trustees, officers, agents and employees as additional insured.
12. This agreement contains all the terms between the parties and may be amended only in writing signed by both parties.
13. Indemnity: Photographer will indemnify, hold harmless and defend Columbia, its trustees, officers, faculty, students, agents, and employees against any and all damages, suits, actions, claims, liabilities, losses, judgments, costs and expenses arising out of or relating to (i) any personal or bodily injury (including death) or property damage caused by Photographer's negligent, willful, or unlawful acts or omissions or breach of this Agreement, (ii) breach of Photographer's confidentiality obligations, or (iii) an infringement or misappropriation of any third party intellectual property or proprietary rights (including without limitation any images or text as may be desired or required by Columbia) in performance of the Services. Columbia will provide prompt written notice to Photographer of any claim that Photographer is obligated to indemnify under the Agreement.

14. Photographer is an independent contractor with respect to Columbia, and nothing in this Agreement constitutes the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. Neither Photographer nor its employees or agents will be entitled to any benefits applicable to Columbia's employees. Photographer will be solely responsible for its compliance with all laws, regulations, and rules regarding employment of its personnel, and for any claims made by personnel or other individuals assigned by Photographer to provide the Services, including any wages, benefits, workers' compensation, health and unemployment insurance, and pension contributions.
15. The laws of the State of New York will govern all rights, duties, and obligations arising from or relating in any manner to this Agreement, without regard to conflict of laws principles. Any and all claims arising from or relating to this Agreement will be heard either in United States or New York State courts located in the City and County of New York.
16. Use of Name: Photographer will not use the name, insignia, or symbols of Columbia, its faculties or departments, or any variations or combination thereof, or the name of any trustee, faculty member, other employee, or student of Columbia for any purpose whatsoever without Columbia's prior written consent.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first above written.

"Photographer"

Trustees of Columbia University in the City of New York

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

To be countersigned by Columbia Procurement Services only.