



BRAND IDENTITY AND UNIVERSITY RELATIONS

HUME HALL #202 | 400 EAST MAIN STREET

FRANKFORT, KY 40601 | (502) 597-6286

news@kysu.edu | KYSU.EDU

PHOTOGRAPHIC AND VIDEO PRODUCTION SERVICES AGREEMENT

Photographers/videographers (Vendor) conducting business with Kentucky State University (University) or one of its departments, whether paid or volunteer, must first execute a Photographic and Video Production Services Agreement with the Division of Brand Identity and University Relations, 400 East Main Street, Frankfort, KY 40601. This agreement acknowledges that all photographs/videos captured are works for hire and recognizes the University's sole ownership of the creation, development and delivery of photographic/video production services, graphic, pictorial and other means of creative expression of and about Kentucky State University; the Vendor's inability to use any resulting images/videos, or portions of images, videos, without the express written consent of the University; and the Vendor's obligation to surrender all resulting photographic materials to the Division of Brand Identity and University Relations. A photographer/videographer who has not executed such an agreement should be referred to the Division of Brand Identity and University Relations.

The Vendor is required to provide the University with a current schedule of fees, if applicable. A copy of the fee schedule, along with any supporting materials or work samples that the Vendor chooses to provide, will be maintained in the Division of Brand Identity and University Relations where they may be examined by interested departments.

Departments requiring the services of a photographer/videographer must select a vendor and ascertain that he or she has executed a Photographic and Video Services Agreement with the Division of Brand Identity and University Relations prior to conducting any services for the University.

The Vendor must obtain a signed release form from:

- any individual whose likeness is to be used in a picture/video taken expressly for inclusion in advertisements student recruitment publications or other publications that are intended to attract business to the University unless such release is already on file with the University;
- any celebrity or luminary whose likeness is to be used in a picture/video taken for any purpose other than the creation of a memento or keepsake;
- establish the identification of individuals appearing in photographs/videos, where possible, and record basic information concerning the event or activity (date, place, name of the program, description of event, description of the activity depicted in the photographs, videos etc.).

Confidential Information. Vendor shall not access, use or disclose and shall hold in strict confidence any and all information and/or images of University, its employees, students, faculty, staff and guests obtained and/or taken by Vendor during the term of this Agreement (collectively, "Confidential Information"). Vendor shall protect and safeguard from and against unauthorized access, use or disclosure of Confidential Information in the same manner that Vendor protects the confidentiality of Vendor's own proprietary and confidential information of like kind (but in no event using less than reasonable care). Vendor shall reasonably comply with any request by University regarding any display of Confidential Information, including but not limited to requests to cease and/or remove the display of Confidential Information.

Intellectual Property. All photographic and video production services materials, including all work, developed by Vendor for University are considered works for hire and are owned exclusively by University and are deemed to have been specially ordered or commissioned by University from Vendor. Notwithstanding the foregoing, Vendor hereby transfers and assigns to University all rights, title and interest in and to the work and services. Vendor will execute any and all documents necessary to effectuate such assignment and transfer to University all intellectual property and other rights for the work and any other materials and information created for the University pursuant to this Agreement.

Vendor's License. University hereby grants and Vendor accepts a non-exclusive, revocable, limited license to use and display work or materials solely in the professional portfolio of Vendor for the reasonable promotion of Vendor's business, provided, however, the use and display of the work by Vendor shall remain subject to the prior written consent of University.

Release of Liability. Vendor hereby acknowledges that he/she is fully aware of all risks and hazards that may be directly or inadvertently involved in taking photographs or videos from the sideline or courtside at any university sporting event, or other university events, and hereby assumes all risk of property damage, injury, or other hazards.

To the extent permitted by law, Vendor hereby waives, releases and forever discharges Kentucky State University and its directors, officers, agents, employees, representatives, successors and assigns, administrators, executors, and all others from any and all responsibilities or liability from injuries or damages resulting from my participation in any activities or my use of facilities, equipment or machinery in the above mentioned activities.

SO AGREED:

VENDOR

KENTUCKY STATE UNIVERSITY

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____