

WORK FOR HIRE AGREEMENT

This Work For Hire Agreement (“Agreement”) is made this ____ day of _____, 20____ (“Effective Date”), by and between Vanderbilt University (“Vanderbilt”), having its principal place of business at 2201 West End Avenue, Nashville, TN 37240, and _____, an individual whose address is _____ (“Photographer”).

WHEREAS, Photographer is an independent contractor and not an employee or partner with Vanderbilt, and Vanderbilt shall be the sole author of the Work and any work embodying the Photographer’s Work pursuant to the United States Copyright Act.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Photographer agrees that the above recitals are true and correct and shall be made a part of this Agreement as if fully set forth herein.
2. For purposes of this Agreement, hereinafter “Work” shall mean any and all photographs taken by the Photographer for Vanderbilt.
3. Photographer acknowledges and expressly agrees that any Work prepared or otherwise created by Photographer in accordance with this Agreement is a “Work Made for Hire” as defined by the United States Copyright Act and, accordingly, Vanderbilt owns all right, title and interest in and to such Work, including copyright thereto.
4. Photographer agrees to take photographs, at a time and place and of a subject as may be directed by the Vanderbilt Creative Services Office and to make all such Work available immediately to Vanderbilt in a format determined by Vanderbilt.
4. Photographer acknowledges that Vanderbilt is considered the author of the Work and the Work shall be used at Vanderbilt’s sole discretion, in any manner deemed appropriate by Vanderbilt, including copying, reproducing or otherwise using by any device or process, such as photographic, electronic and mechanical means, and displaying, distributing, selling and transmitting copies of all or a portion of the Work to the public by any means now known or hereafter developed. Vanderbilt shall have no obligation in any manner to receive permission from Photographer to copy, reproduce, transmit or otherwise use the Work.
5. To the extent that any Work prepared or otherwise created by Photographer may not, by operation of law, be a “Work Made for Hire,” Photographer hereby sells, assigns and transfers to Vanderbilt, its successors and assigns all right, title and interest in and to any and all Work(s) and all rights therein and thereto, in the United States and throughout the world, forever, including all copyright terms, and all extensions of copyright, for all uses and purposes whether now known or hereafter created.

6. Work(s) may be released to any individual or entity through media such as catalogs, brochures, magazines, newspapers, journals, films, television, slides, negatives, prints or computer communications such as the Internet or other means now known or hereafter developed without obligation in any manner to receive permission from Photographer.

7. The Photographer represents and warrants that any Work created or prepared will be original, will not infringe upon the rights of any third party, and will not have been previously, assigned, licensed or otherwise encumbered.

8. Photographer agrees to defend, indemnify, and hold Vanderbilt harmless from and against any and all losses, liabilities, damages, and claims of any person related to or arising from Photographers' activities under this Agreement. In addition, and without limiting the foregoing, Photographer agrees to hold Vanderbilt harmless from any claim by a third person for infringement of copyright, or of a person's right of privacy, or publicity related to Photographer's actions or omissions.

9. Vanderbilt acknowledges and agrees to use reasonable efforts to credit the Photographer for each work by identifying the Photographer on or adjacent to the work. For the avoidance of doubt, Photographer acknowledges and agrees that such credit may not be possible in all circumstances.

10. Work(s) produced may be used by Photographer for personal promotional purposes. Work may only be displayed in a non-commercial manner in keeping with the spirit of this Agreement.

11. Photographer may not sell, assign, sublicense, subcontract, or in any other way transfer any right or obligation of this Agreement without the prior written consent of Vanderbilt.

12. This Agreement constitutes the complete and entire Agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. No provision of this Agreement may be modified, amended or waived unless in writing and signed by the parties.

13. Term and Termination

This Agreement shall become effective on the Effective Date and shall remain in effect for one (1) year.

Either party may terminate this Agreement at any time upon written notice to the other, but such termination shall not in any way effect Vanderbilt's ownership of all right, title and interest in any Work made in accordance with this Agreement. Upon termination Photographer shall immediately make available to Vanderbilt all images taken under this Agreement.

IN WITNESS WHEREOF, Photographer and Vanderbilt have executed this Agreement as of the Effective Date.

PHOTOGRAPHER

By: _____
(signature)

Name: _____

Date: _____

To be completed by:

VANDERBILT UNIVERSITY/TRADENAME LICENSING OFFICE

By: _____
(signature)

Name: _____

Title: _____

Date: _____