

Work For Hire Agreement--Photography

This Work For Hire Agreement ("Agreement") is by and between The President and Trustees of Williams College ("College") and _____ ("Photographer"). College and Photographer agree to the following terms and conditions governing the provision by Photographer to the College of photographs for use by the College. All photographs provided by Photographer to College 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. Term.** This Agreement shall be effective as of _____ and, unless earlier terminated by either party in accordance with paragraph 7, below, shall remain in effect for one year from such effective date.
- 2. Delivery of Photographs.** Photographer shall take, and shall deliver to College, such photographs as are requested from time to time by College during the term of this Agreement. Photographer shall exercise his/her independent judgment and skill in determining how best to take photographs of the highest technical quality and visual appeal.
- 3. Ownership.** All photographs taken and delivered to College pursuant to this Agreement shall be deemed works made for hire, as described above, and the College shall be sole owner of the photographs and of all rights, including copyrights, in such photographs. Photographer shall execute all documents, and perform such other acts, as College may deem necessary to secure for College all such ownership rights. College hereby grants a nonexclusive license to Photographer to use, reproduce and publish the photographs in connection with advertising or marketing of Photographer's services. In its sole discretion, College may credit Photographer as the creator in connection with College's use of the photographs created pursuant to this Agreement.
- 4. Payment and Taxes.** College shall pay Photographer an amount to be agreed upon between College and Photographer for specific assignments during the term of this Agreement.

College will not pay or withhold Federal, state or local income or other payroll taxes on behalf of Photographer. Photographer shall report and pay all applicable taxes.
- 5. Photographer's Warranty.** Photographer warrants that s/he has authority to enter into, and to be bound by, this Agreement, that the photographs provided to College pursuant to this Agreement will not infringe any copyrights or other intellectual property rights, will not contain libelous or unlawful matter, and will not violate the privacy rights of any individual. Photographer agrees to indemnify and hold harmless College against any claims or losses resulting from or caused by Photographer's violation of the terms of the preceding sentence.
- 6. Use of College Name/Trademarks.** Photographer shall not use College's name or trademarks in any advertising, marketing or other promotional materials without College's express written prior consent to each specific use. Notwithstanding the foregoing, Photographer may list the College in a client list or personal resume.

7. **Termination.** This Agreement may be terminated at any time upon 10 days written notice by either party to the other.

8. **Miscellaneous.** This Agreement is the entire agreement between the parties and may not be amended except by a writing signed by both parties. This Agreement shall be governed by, and construed and enforced pursuant to, Massachusetts law. The relationship of Photographer to College pursuant to this Agreement shall be that of independent contractor. Photographer shall not be deemed to be an employee of College for any purpose. The provisions of sections 3, 5 and 6 shall survive the termination of this Agreement.

President and Trustees of Williams College

Photographer

By: _____

Dated: _____

Dated: _____