THIS SERVICES AGREEMENT (this “Agreement”) is entered into as of the  day of , 20 (the “Effective Date”) by and between Yale University, a corporation organized and existing under and by virtue of a charter granted by the General Assembly of the Colony and State of Connecticut and located in New Haven, Connecticut, acting by and through its  (the “University”, "Yale", "we" or "us"), and  (“Photographer” or “you”), whose principal place of business is at .

In consideration of the promises and mutual covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, you and the University hereby agree as follows:

1. You agree to perform the services ("Services") and provide the deliverables ("Deliverables") set forth in the attached Statement(s) of Work (Exhibit A), on the schedule set forth in the Statement(s) of Work. Any material amendments to the Services, their scope, the Deliverables, or the timing of performance and delivery, shall be set forth in a separate writing duly executed by authorized representatives of each party and treated as an amendment to this Agreement.
2. You shall provide the Deliverables as specified in the Statement(s) of Work in a form and content acceptable to the University for publication.
3. You shall promptly make any changes that fall within industry processing standards to the Deliverables as we may request. Work beyond professional processing is considered a billable extra service and the University shall make no additional payment for extra services unless performed pursuant to a fully executed Amendment to this Agreement. Notwithstanding anything set forth herein, the University shall have the right to make such changes to the Deliverables as the University deems appropriate to prepare the Deliverables for publication, including but not limited to cropping, format conversion, and color correction.
4. Upon the University’s request, you will promptly obtain and furnish to the University signed release forms from all persons whose likenesses appear therein. The release shall be on an authorized form of the University.
5. You warrant and represent that all material submitted by you hereunder will be your original works, and that such works will not infringe any copyright, invade any right of privacy, contain defamatory material, or infringe or violate any publicity, proprietary or other right of any other person or entity. You will indemnify and hold the University and our licensees harmless from any claim, suit, damage, loss, or expense (including reasonable attorneys’ fees) arising out of any breach or any alleged breach of any of the foregoing warranties or representations.
6. You acknowledge and confirm that the Deliverables are “works made for hire” under the U.S. Copyright Act, 17 U.S.C. 101 *et seq.*, exclusively for the University. Without limiting the foregoing, you hereby expressly and irrevocably assign and transfer to the University exclusively all of your right, title, and interest (including, without limitation, all copyright, renewals, and extensions thereof, and all other intellectual property and proprietary rights therein, whether arising under the laws of the United States or any other country) in and to the Deliverables. You agree to execute all documents that the University may request to confirm such assignment and/or the University’s ownership of the Deliverables, as applicable.
7. You may include a directory reference to the University, among a listing of other current clients, in alphabetical order, on your website and portfolio materials. Such reference must not in any way appear to be conspicuous in placement, font size or color, nor state or suggest an endorsement or sponsorship by, or other affiliation with, the University.
8. In the course of performing under this Agreement, you may be exposed to information that is proprietary or confidential to the University and/or our affiliates and service providers (“Confidential Information”). You agree 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 necessary performance of your obligations hereunder.
9. The University shall make final payment only after receipt of the final satisfactory Deliverable and completion of the applicable Statement(s) of Work. The University shall pay your invoices no later than Forty-five (45) calendar days after the University receives your invoice.
10. In any publication of the Deliverables, we may identify and credit you as photographer, and we may use your name, photograph, and biographical information in connection with the promotion of any publication of the Photograph.
11. We may publish or not publish the Deliverables as we, in our own discretion, may decide.
12. In creating, preparing, editing, or otherwise working with the Deliverables and furnishing the Deliverables to the University, Photographer shall be acting as an independent contractor and not as the University’s agent or employee. Neither you nor the University is allowed to create or assume any obligation on behalf of the other party for any purpose whatsoever.
13. You specifically waive, to the extent permitted by applicable law, any and all “moral rights” you may have, pursuant to any state or federal statutes or otherwise, regarding the Deliverables.
14. Insurance. **Please initial one (please refer to risk management guidelines as appropriate)**:

 Waived.

 You 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. You will deliver a certificate of insurance to us providing evidence such coverage. The certificate of insurance shall provide for a thirty-day written notice of cancellation or material change and shall name Yale University, its trustees, officers, agents, and employees as additional insured.

1. This Agreement may be terminated by us in our sole discretion with or without cause by providing you with written notice. Upon termination, the University shall pay any unpaid, undisputed fees to you that you incurred prior to termination without any further financial obligation.
2. Neither you nor the University shall be liable for any failure in performance or loss, or damage incurred 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, but not limited to, power failures, industrial or labor disputes, judicial orders or changes to the law, disasters, explosions, fires, floods, riots, pandemic or epidemic and any instructions or orders of any federal, state, or local authorities pertaining to such pandemic or epidemic, 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 promptly notify the other party, describe in reasonable detail the circumstances causing the delay in the performance of its obligations under this Agreement, and inform the other party 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.
3. If, in the sole judgment of the University, it becomes necessary to cancel this Agreement to protect life or the property of the University or others, then we may do so without liability to you.
4. You warrant that there exists no actual, potential nor any appearance of conflict between your family, businesses, or financial interest and your performance of this Agreement. You represent that you have 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, faculty member, agent, or representative of University as an inducement to entering into or continuing under this Agreement. You will notify us in writing of any change in circumstances that might give the appearance of a conflict of interest.
5. In no event shall you or the University be liable, in contract, tort (including negligence) or otherwise, for any indirect, special, incidental, consequential, punitive, or other such damages of similar nature (including, without limitation, damages for loss of profits or business) arising out of or in connection with this Agreement, regardless of whether such party is advised or should know of the possibility of such damages.
6. This Agreement is governed by and interpreted in accordance with the laws of the State of Connecticut, without regard to its principles of conflicts of law. All disputes regarding this Agreement shall be resolved in the cognizant state or federal courts located in New Haven, Connecticut.
7. This Agreement and the attached Statement(s) of Work contain and constitute the entire agreement between the parties concerning its subject matter and supersedes all oral or written agreements, negotiations, correspondence, documentation, and statements made before its acceptance and execution. The University shall not be bound by any additional, different and/or conflicting terms, whether printed or otherwise, set forth in any other communication between the parties (including on any of service provider’s forms, letter, invoices and/or papers), it being understood that the terms and conditions of this Agreement shall prevail notwithstanding any such additional, different, or conflicting terms.

Please confirm that the foregoing accurately and completely sets forth our understanding by signing and returning this Agreement to us.



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 Signature of Photographer



 Date: 

Full name (please print): 

Address: 

Email: 

 Tel: 

Approved by:

Yale University Procurement

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

Printed Name: 

Title: 

EXHIBIT A

TO SERVICES AGREEMENT FOR FREELANCE PHOTOGRAPHERS

**STATEMENT OF WORK # **

**[TEMPLATE – FILL IN OR CHANGE FOR EACH ENGAGEMENT]**

**Date**: 
**Yale School/Unit/Department**: 
**Contact Name and Email**: 
**Project Description**: 
**Photographer**: 

This Statement of Work #  (“SOW”) to that certain Services Agreement for Freelance Photographers (the “Agreement”) made by and between University and Photographer is agreed on the date stated above.

Photographer agrees to perform the Services and provide the Deliverables to University as specified below:

**SERVICES**

Photographer will provide



**DELIVERABLES**
Photographer agrees to create and produce the Deliverables at the request of the University for fees agreed upon as specified below and to deliver such Deliverables by a mutually agreed-upon deadline. Photographer will cooperate with University in editing and otherwise reviewing the Deliverables prior to completion and (if applicable) release by University.

Format for Deliverables:



Work under this SOW will include concept and execution of photographic projects as determined and specified by the University.

**SCHEDULE**
For the period beginning on or about  and ending on  (the “SOW Term”), the Services will be provided as needed to shoot and process assignment(s). The hours per week may be adjusted up or down during the specified timeline, without change in hourly rate.

**RATE & BILLING**

|  |  |
| --- | --- |
|  photography hours @ $ per hour  |   |
| Equipment | included |
| Rough edits and licensing of full collection of event images | $ |
| **Total** | **$** |
| - % discount | -$ |
| **Adjusted Total** | **$** |

**Maximum expected expenses for the SOW Term: $**

Photographer will invoice University for the billable hours incurred during the SOW Term.

**ACCEPTANCE**
University agrees to pay for all Services and Deliverables as described in this SOW subject to and in accordance with the provisions of the Agreement.

Except as specifically set forth herein, all of the provisions contained in the Agreement are deemed fully incorporated herein and made a part hereof and shall remain in full force and effect. All capitalized terms used but not defined in this SOW shall have the meaning ascribed to such term in the Agreement. The Agreement, together with this SOW, shall constitute the entire agreement between the parties with respect to its subject matter and supersedes all prior or other agreements, representations, and understandings of the parties, whether written or oral, except with respect to amendments made to the Agreement (if any) signed by duly authorized representatives of both parties.

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Photographer Signature and Date