# University of Leicester agreement for photography services

Name of photographer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Named University client(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

University client department:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agreed fee:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Job title and date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agreed delivery date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The photographer named above has certain skills and abilities in the field of photography that University of Leicester wishes to use. The photographer will provide the photographic services as instructed by the University client and the University of Leicester will accept them on the terms of this Agreement.

This Agreement will start on the date of last signature and will continue until all photographic services to be provided hereunder have been delivered to the satisfaction of the University client.

The photographer shall deliver the photographic services with the care, skill and diligence required in accordance with best practice in the photographer’s industry, profession or trade, using all reasonable endeavours to ensure the accuracy of the work performed hereunder.

The photographer undertakes to adhere to the University’s Data Protection Code of Practice with regard to images. This includes, where necessary or practical, explaining to photographic subjects that images will be kept by the University and used in University publications. It also includes, where appropriate, seeking permission from photographic subjects and where practical ensuring that such subjects sign the University’s photography consent form. The photographer undertakes to deliver all signed forms to the University client.

The photographer undertakes to deliver a final selection of images in both high resolution jpeg and original raw files to the University client on or before the agreed delivery date.

The photographer undertakes to notify the University client as soon as is reasonably practicable if the photographer is unable to provide the photographic services due to illness or injury. For the avoidance of doubt, the agreed fee shall not be payable in respect of any period during which the photographic services are not provided.

The photographer undertakes to comply with all reasonable standards of health and safety and comply with University of Leicester’s health and safety procedures from time to time in force at the premises where the photographic services are provided and report to University of Leicester any unsafe working conditions or practices.

The photographer undertakes that he/she has suitable public liability insurance which shall indemnify the University of Leicester for any loss liability, cost (including reasonable legal costs), damages or expenses arising from any breach by the photographer of the terms of this Agreement including any negligent or reckless act, omission or default in the provision of the photographic services.

The University undertakes to assist the photographer as necessary to obtain access to locations and photographic subjects in order to complete the job as agreed. The photographer will not be held liable for failure to complete the job if access proves not to be possible.

The photographer hereby assigns copyright in all images taken as part of the job (whether or not they are part of the final selection) to the University of Leicester. The University agrees to acknowledge the photographer as author of the images in its publications as and where appropriate. For the avoidance of doubt, the University does not normally acknowledge specific photographers in marketing or web publications but does do so in books and some magazines.

The University hereby grants permission to the photographer to use the final selection of images for the purposes of promoting the photographer’s services.

Neither party to this Agreement is authorised or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

The relationship of the photographer to University of Leicester will be that of an independent contractor and nothing in this Agreement shall render him an employee, worker, agent or partner of University of Leicester and the photographer shall not hold himself out as such.

This Agreement constitutes a contract for the provision of photographic services and is not a contract of employment and accordingly the photographer shall be fully responsible for and shall indemnify University of Leicester for and in respect of any income tax national insurance or social security contributions and any other liability deduction contribution assessment or claim arising from or made in connection with the performance of the photographic services provided hereunder.

This Agreement is governed by the laws of England and Wales and the parties to this Agreement submit to the exclusive jurisdiction of the courts of England and Wales.

Photographer’s signature + date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

University client’s signature + date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_