



## Brand Identity and University Relations

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### 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