

Communicator Resources:

BEST PRACTICES FOR HIRING A FREELANCE PHOTOGRAPHER for official University business

If to be paid through University funding, contracts with freelance photographers must stipulate that usage rights are granted (licensed) to *the University of Kansas* and its affiliates including without limitation, Kansas Athletics, Inc., KU Endowment Association, Inc., and KU Alumni Association (not the individual office, department, or other unit). Contact the Office of General Counsel for initiating or reviewing the hiring contract.

Negotiation Tips:

- Define the intended and possible uses, as well as the duration of use, such as: one-time use, two-year license or unlimited duration of use. The rule of thumb is to negotiate the lowest cost for terms that offer the flexibility and convenience suited to the buyer's needs. When possible, negotiate for unlimited use rather than for a use-specific license, especially if the difference in cost is less significant than durable value. Consider the possible relevance to any milestone in University history. Purchasing unlimited usage rights will facilitate transfer to University Archives.

- Use the following permission statement or similar language in the hiring contract:

“ _____, the creator/copyright owner of these photographs, grants The University of Kansas unlimited, non-exclusive usage rights to reproduce, use, exhibit, display, broadcast, distribute, and create derivative works for official University business (including promotional, marketing, admissions recruitment), display, gifts, print media and electronic media, including use by news media. All other uses require written permission of the copyright owner. Copies of model releases of subjects are: 1) on file at the Office of _____ or 2) not secured.”

- If the content is of a sensitive or proprietary nature, consider the need to negotiate for the exclusive right to reproduce photos for perpetuity or for a defined period of time. This is sometimes called a “buyout” and typically carries a higher (2-3x) cost. When the terms are non-exclusive, the photographer retains the right to confer use to other users/buyers, including the sale of reprints to interested parties. However, the photographer is normally prohibited from soliciting business from participants. A common approach: exclusive rights for one or two years, thereafter non-exclusive (allowing photographer to market photos later for stock sales).

- Request that each new photograph be captured in raw-format at a resolution of 12 MB or more. Request delivery of raw-format image files as well as high-resolution, color-corrected jpegs of the best frames.

- Image files “delivered” online should be downloaded to a secure device. Ideally, terms of the use license are key stroked by the user into the photos' metadata or a scan of the agreement is added to the actual photo collection as a related image.

Note to digital asset managers: Ideally, the provenance of a digital photo should be embedded in the photo's metadata (source, copyright holder, terms of use, caption and credit). Easy transfer of older digital photographs to University Archives is made possible by proper recordkeeping in the form of good metadata.

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