

Photography and Videography Rider to Columbia University Purchase Order Terms and Conditions:

\*Replace SECTION 2: DELIVERY; OWNERSHIP of the University Purchasing Terms and Conditions with the following:

Throughout this document the term "Photographer" shall apply to Photographers and/or videographers as applicable.

2. DELIVERY; OWNERSHIP. Time is of the essence in Photographer's performance of this Order. If Photographer fails to comply, Columbia reserves all rights available under law, and specifically, the right to cancel the Order, in whole or in part, and to purchase the Deliverables from another source, and to charge Photographer with any loss incurred as a result of such action. Unless otherwise specifically agreed to in the order, and except as set forth in subsection (c) below with respect to Clinical Engagements (i.e., engagements of photographers where the images or names, or other identifying information about, patients may be included in the Deliverables), ownership and copyright of the images ("Deliverables") to be developed for Columbia shall remain with photographer.

a. License Grant: Photographer hereby grants to Columbia a perpetual, irrevocable license to use the Deliverables provided hereunder, and make modifications or derivative works of the Deliverables for any and all purposes, including but not limited to use in Columbia University publications, brochures, web, annual reports, whether printed or in electronic format, and for any and all public relations purposes. Upon Columbia's request, Photographer shall execute any additional documents necessary for Columbia to perfect its usage rights at no additional cost to Columbia. Photographer shall be solely responsible for obtaining all releases and permissions to use the personal likenesses and images of any persons appearing in the Deliverables. Photographer represents and warrants that Photographer has full power to make this Agreement and that the Deliverables will not infringe upon any copyright, proprietary right, right of publicity or privacy or any other right of any third party.

b. Limitations on Photographer's use: Photographer retains the copyright in the Deliverables, but may not, without Columbia's express written permission, use the Deliverables in any way that could cause the Deliverables to be associated with Columbia. Except as otherwise prohibited or restricted herein, Photographer shall have the unlimited right to publish all such Deliverables and shall have the right to sell,

give, profit or otherwise allow any third party to utilize the Deliverables. Photographer agrees that it shall not at any time use the University's name, logos or symbols, nor any of its building and unit names; nor the names of its trustees, officers, employees, and agents in any commercials, advertisements or any other publication or broadcast, without the University's prior written approval. Such written approvals may be withheld with or without reasonable cause.

c. Photographer Rights under Clinical Engagements: In the event that Photographer is engaged for the purpose of performing services in a clinical setting, the Photographer and Columbia agree that the Deliverable shall be a work made for hire, or if the Deliverable does not qualify under the law as a work made for hire, Photographer hereby grants, transfers and assigns to Columbia the copyright and all other rights in and to the Deliverables.

SECTION 6. INDEMNIFICATION.

In addition to any liability or obligation of Photographer to Columbia at law, Photographer shall defend, hold harmless and indemnify Columbia, its trustees, officers, employees, and agents (collectively, "Indemnities"), from and against any actions, suits, claims, judgments, liabilities, losses, costs and expenses (including actual attorney's fees) arising out of or relating to, directly or indirectly, Photographer's performance of this Order or its provision of the Deliverables, including, without limitation, any breach by Photographer of this Order or allegation that the Deliverables infringe or misappropriate the copyright, patent, or other proprietary or intellectual property right of any third party, or that the work performed by Photographer violates any applicable law or its agreements with any third party. Photographer is not responsible for any claims and damages arising solely from any modifications to the Deliverables made by Columbia, or any modifications made by Photographer at the instruction of Columbia.

TERMS AND CONDITIONS ACCEPTED:

Photographer:

Columbia University:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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Date

\_\_\_\_\_  
Date