



WORKS MADE FOR HIRE: AGREEMENT CONCERNING PHOTOS, VIDEO OR ARTWORK

Name: _____

Address: _____

Email: _____ Phone Number: _____

Type of work (ie video, photography) _____

GST/PST #s if applicable _____

(freelancer or company, called herein the “Freelancer”)

McGill may from time to time offer the Freelancer an assignment to photograph, or take camera footage of an event, or to prepare custom artwork, (herein called the “**Material**”) for a fee to be negotiated between us on a case by case basis. It is understood that, where relevant, the Material shall include the entirety of the recording in its original format (e.g. for photography the Material includes the complete digital files, or in the case of an edited video the Material includes the raw footage and sound as well as the final version of the project file and any additional files used in the project – e.g. graphics, or music).

All work done by the Freelancer shall be considered work for hire and in consideration of the fee, the Material and all rights, including without limitation, all copyrights, to the Material produced by the Freelancer pursuant to the assignment shall be owned exclusively by McGill University.

The Freelancer promises that the Materials will be original and that publication, broadcast or electronic use of such Material by McGill University will not violate anyone else’s intellectual property rights or contain any scandalous, libelous or unlawful matter.

The Freelancer agrees that McGill University may edit or modify the Material. The Freelancer hereby waives any moral rights he/she may have in the Material.

The Freelancer also agrees to have any and all subjects captured by the Material sign a McGill University Consent and Release document and deliver the signed Consent and Release to McGill.

McGill does not guarantee that the Material will be published. McGill will ensure that the Freelancer is credited, when feasible.

Either the Freelancer or McGill University may terminate this agreement at any time, by notice in writing to the other party, but termination will not affect any rights granted hereunder in previously submitted Material.

The parties hereto expressly request that this agreement and all related notices and documents be drawn up in English. *Les parties aux présents conviennent expressément que cette convention ainsi que tous les avis et documents s'y rattachant soient rédigés en anglais.*

SIGNATURE OF FREELANCER

Date: _____