



USAGE RIGHTS AND PHOTOGRAPHY CONTRACTS

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USAGE RIGHTS

“Usage rights” refers a set of mutually agreed upon parameters and stipulations/licensing agreement on how, where and for how long a particular piece of artwork (an image, a video, a logo, a piece of content) can be utilized in the marketplace.

What is a copyright?

A copyright is a form of protection, provided by the laws of the United States (Title 17, U.S. Code) **to the authors of “original works of authorship,”** including literary, dramatic, musical, artistic, and certain other intellectual works.

What works are protected?

“Original works of authorship” that are fixed in a tangible form of expression, including:

- Literary works
- Musical works
- Dramatic works
- Choreographic works
- Pictorial, visual, graphic works
- Sculptural works
- Motion pictures/audiovisual works
- Sound recordings
- Architectural works

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Who can claim a copyright?

The copyright in the work of authorship immediately becomes the property of the author who created the work. **Only the author or those deriving their rights through the author can rightfully claim copyright.**

How long do copyrights last?

As a general rule, copyright protection lasts for the lifetime of the original creator plus an additional 70 years.

Why is this so important?

In order to freely copy, distribute, make derivative works from and/or prevent others from doing so, you must purchase the copyright or some form of usage-rights license from the original creator.

If you wish to register a copyright with the U.S. copyright office or sue infringers of a copyright, you will need ownership rights.

COMMON USAGE RIGHTS TERMINOLOGY

Prevalent terms and definitions that are used when contracting photography and videography.

Exclusivity

Refers to whether a piece can be licensed/sold to only one party or multiple parties. It can sometimes (but not always) denote ownership. Always clarify with the creator.

NON-EXCLUSIVE: Usage rights that are “not exclusive” to just one licensee/purchaser. The original creator may continue to license the piece concurrently to other parties.

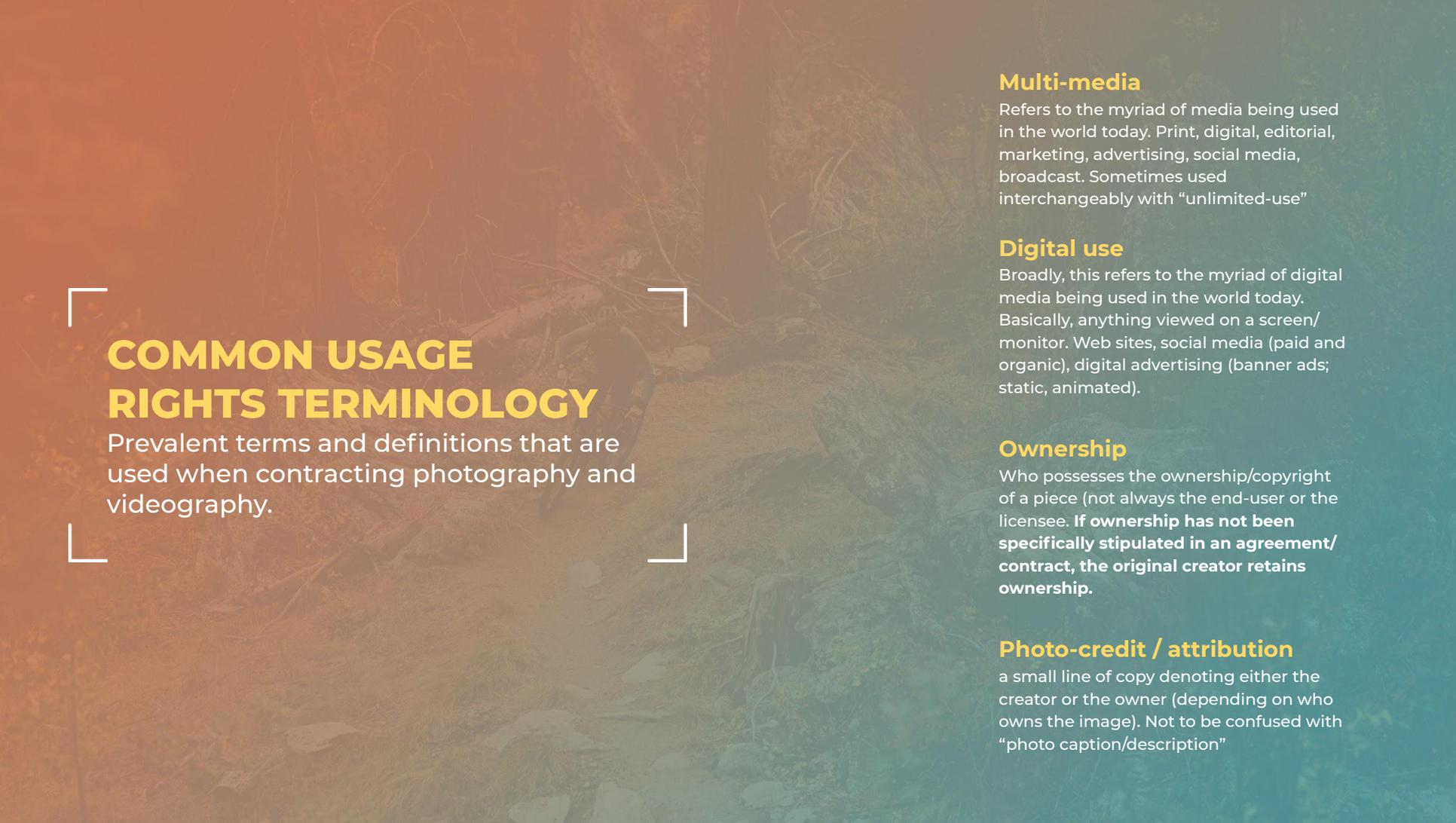
EXCLUSIVE: The original creator has granted exclusive usage to the licensee/purchaser.

Limited/One-time use

Licensing terms for a specific project, medium and/or a duration of time.

First rights / serial rights

Usage rights won't be licensed/granted to another party until after the launch of the project it was originally assigned for (or another specified date).



COMMON USAGE RIGHTS TERMINOLOGY

Prevalent terms and definitions that are used when contracting photography and videography.

Multi-media

Refers to the myriad of media being used in the world today. Print, digital, editorial, marketing, advertising, social media, broadcast. Sometimes used interchangeably with “unlimited-use”

Digital use

Broadly, this refers to the myriad of digital media being used in the world today. Basically, anything viewed on a screen/monitor. Web sites, social media (paid and organic), digital advertising (banner ads; static, animated).

Ownership

Who possesses the ownership/copyright of a piece (not always the end-user or the licensee. **If ownership has not been specifically stipulated in an agreement/contract, the original creator retains ownership.**

Photo-credit / attribution

a small line of copy denoting either the creator or the owner (depending on who owns the image). Not to be confused with “photo caption/description”

WORK-FOR-HIRE

An exception/special circumstance in copyright protections based on either an employment relationship or a commissioned work that falls into a specific category.

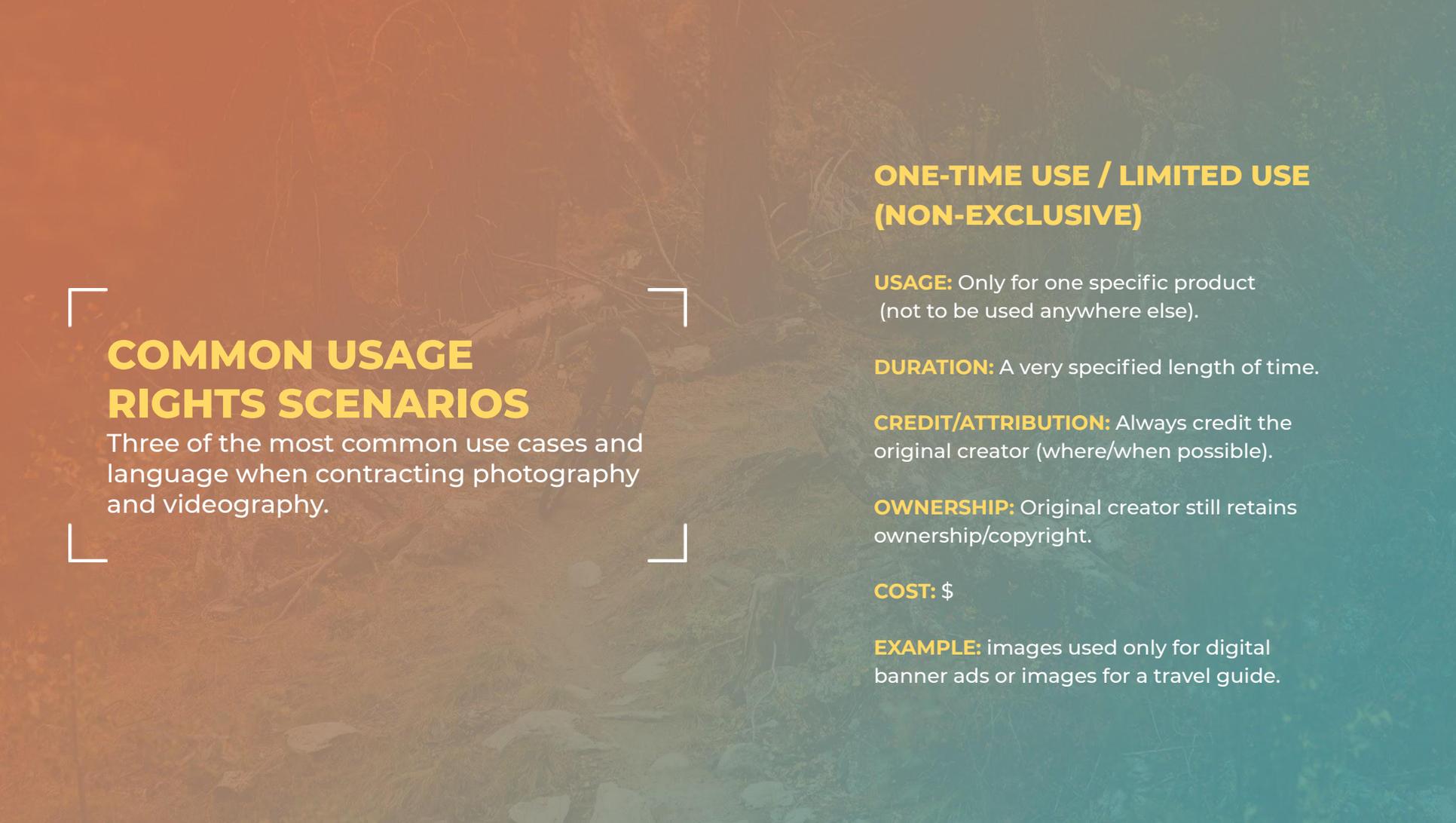
Work-for-hire – Employment

A work is considered “work-for-hire” if it has been prepared by an employee within the scope of their employment. In this instance, the employer automatically owns the copyright.

Work-for-hire – Commissioned

A work specially commissioned from an independent contractor pursuant to a written agreement/contract and the work falls within one of nine statutorily defined categories:

- A contribution to a “collective work”
- A part of a motion picture or other audiovisual work
- A translation
- A supplementary work
- A compilation
- An instructional text
- A test
- Answer material for a test
- An atlas



COMMON USAGE RIGHTS SCENARIOS

Three of the most common use cases and language when contracting photography and videography.

ONE-TIME USE / LIMITED USE (NON-EXCLUSIVE)

USAGE: Only for one specific product (not to be used anywhere else).

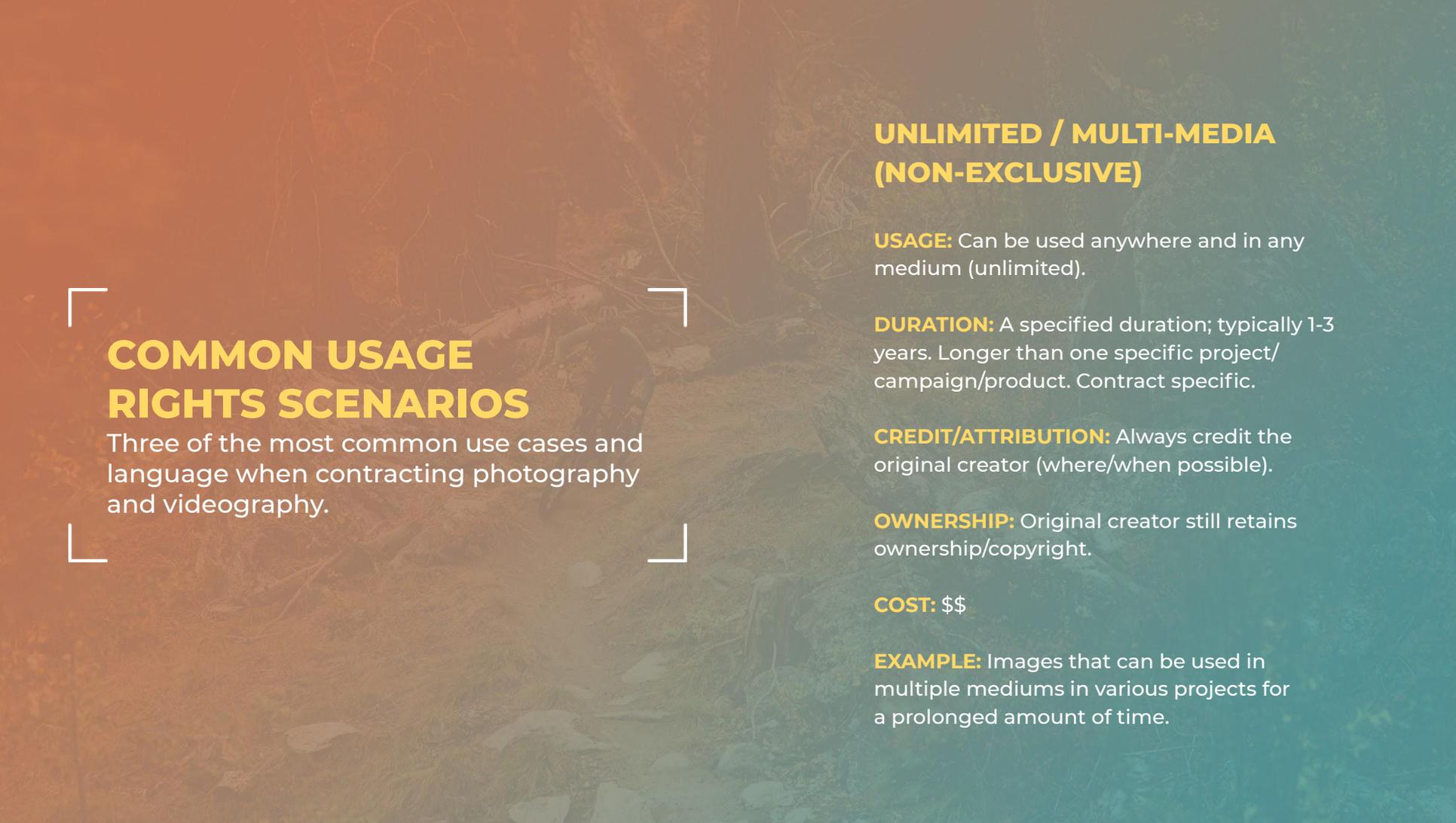
DURATION: A very specified length of time.

CREDIT/ATTRIBUTION: Always credit the original creator (where/when possible).

OWNERSHIP: Original creator still retains ownership/copyright.

COST: \$

EXAMPLE: images used only for digital banner ads or images for a travel guide.



COMMON USAGE RIGHTS SCENARIOS

Three of the most common use cases and language when contracting photography and videography.

UNLIMITED / MULTI-MEDIA (NON-EXCLUSIVE)

USAGE: Can be used anywhere and in any medium (unlimited).

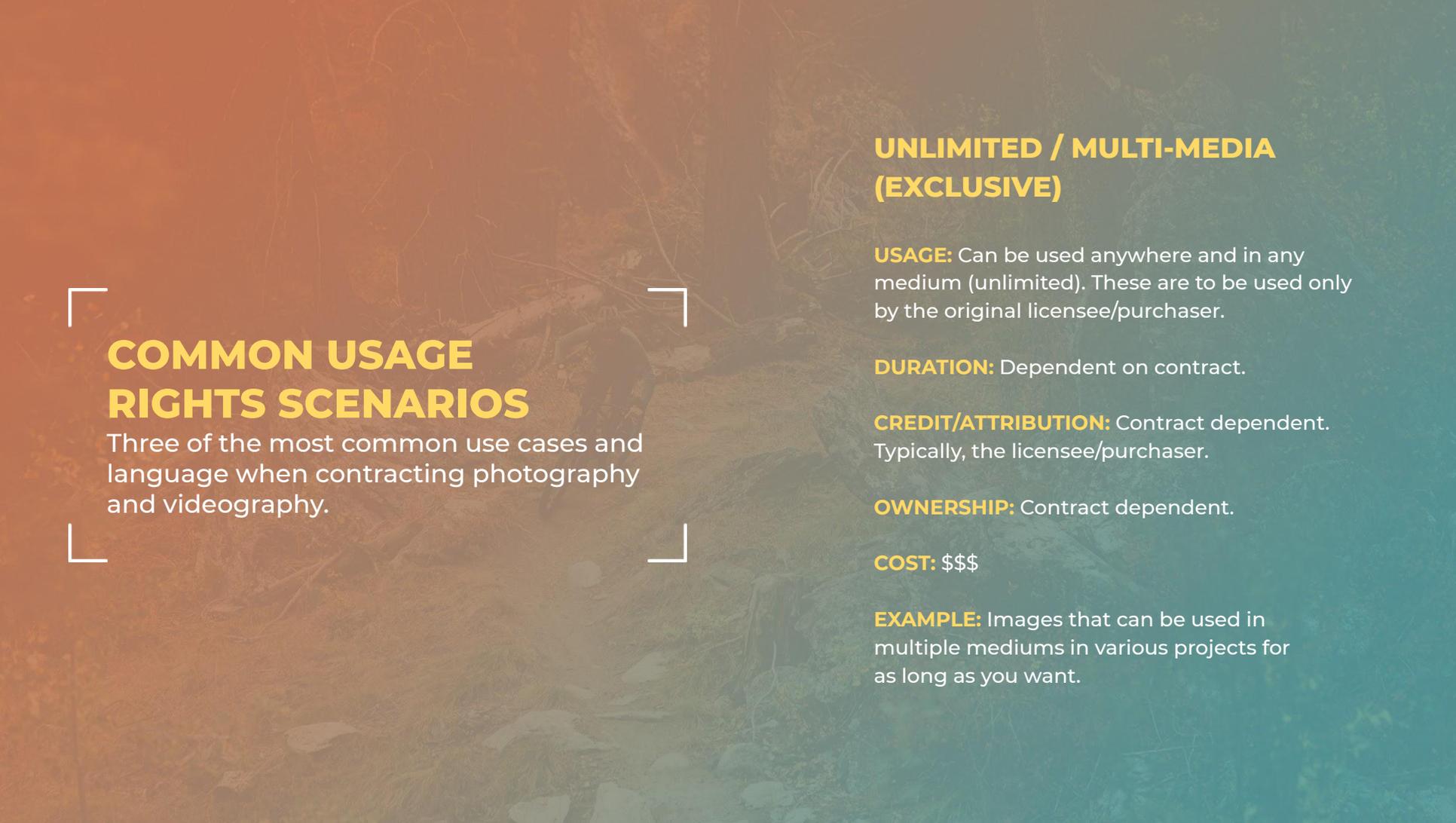
DURATION: A specified duration; typically 1-3 years. Longer than one specific project/campaign/product. Contract specific.

CREDIT/ATTRIBUTION: Always credit the original creator (where/when possible).

OWNERSHIP: Original creator still retains ownership/copyright.

COST: \$\$

EXAMPLE: Images that can be used in multiple mediums in various projects for a prolonged amount of time.



COMMON USAGE RIGHTS SCENARIOS

Three of the most common use cases and language when contracting photography and videography.

UNLIMITED / MULTI-MEDIA (EXCLUSIVE)

USAGE: Can be used anywhere and in any medium (unlimited). These are to be used only by the original licensee/purchaser.

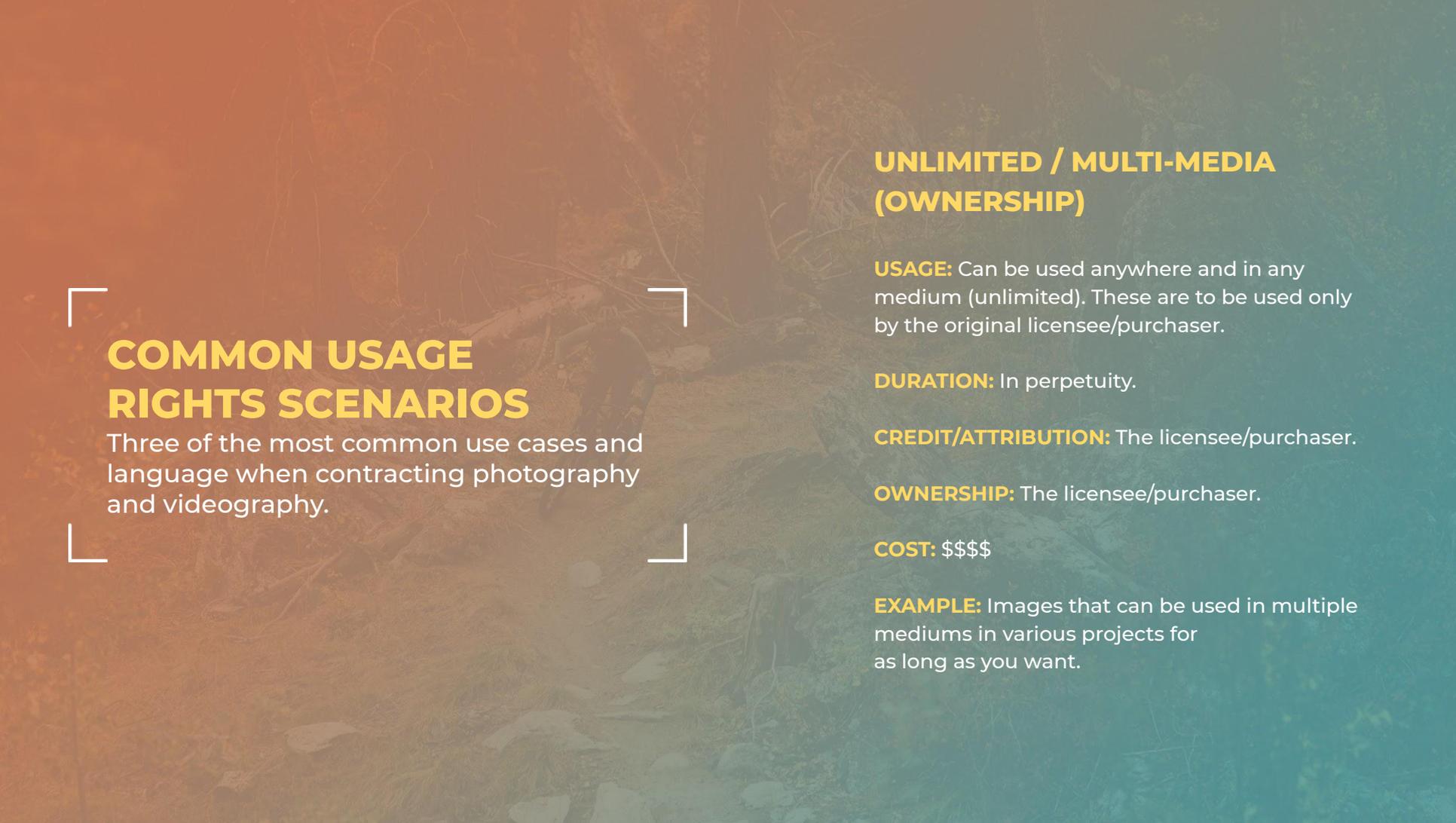
DURATION: Dependent on contract.

CREDIT/ATTRIBUTION: Contract dependent. Typically, the licensee/purchaser.

OWNERSHIP: Contract dependent.

COST: \$\$\$

EXAMPLE: Images that can be used in multiple mediums in various projects for as long as you want.



COMMON USAGE RIGHTS SCENARIOS

Three of the most common use cases and language when contracting photography and videography.

UNLIMITED / MULTI-MEDIA (OWNERSHIP)

USAGE: Can be used anywhere and in any medium (unlimited). These are to be used only by the original licensee/purchaser.

DURATION: In perpetuity.

CREDIT/ATTRIBUTION: The licensee/purchaser.

OWNERSHIP: The licensee/purchaser.

COST: \$\$\$\$

EXAMPLE: Images that can be used in multiple mediums in various projects for as long as you want.

A person is riding a bicycle on a dirt trail through a forest. The scene is overlaid with a color gradient: orange on the left and teal on the right. The text 'FINAL THOUGHTS AND QUESTIONS' is centered in yellow. Four white corner brackets are positioned around the text.

FINAL THOUGHTS AND QUESTIONS