



WORK PRODUCT AGREEMENT

This Work Product Agreement (the “**Agreement**”) is effective on the date of the last authorized signature below (the “**Effective Date**”), between INSERT CONTRACTOR'S NAME (“**Contractor**”), having the address set forth below, and the Arizona Board of Regents on behalf of The University of Arizona, an Arizona body corporate (“**Arizona**”). Now therefore, Arizona and Contractor (each individually, a “**Party**” and jointly the “**Parties**”) agree as follows:

Introduction and Scope

The Parties have engaged, or will engage, in a business relationship whereby Contractor may provide certain services (“**Services**”) to Arizona. The description and scope of the Services, payment, and other terms and conditions relating to the Services will be set forth in a separate document or agreement between the Parties. However, due to the nature of the Services, the Parties desire to also set forth their mutual agreement with respect any Work Product disclosed or developed by the Parties, as further described and on the terms and conditions contained herein. If there is a conflict between this Agreement and any other agreement, contract or document between the Parties relating to the Service, this Agreement will control but only as it specifically relates to specific matters set forth herein.

The Parties hereby agree as follows:

1. **Definition of Work Product.** For purposes of this Agreement, “**Work Product**” means all material, notes, videos, drawings, designs, content, inventions, improvements, developments or discoveries that are developed in the course of performing the Services, including all intellectual property rights therein. Work Product includes any deliverables contemplated to be delivered by Contractor to Arizona, but also includes any drafts, unedited versions, and other materials that are used or created in connection with performing the Services, even if not incorporated into a final deliverable.

2. **Ownership of Work Product.** All Work Product developed by Contractor in the course of performing the Services is the sole property of Arizona. To the extent allowable under law, all Work Product will be deemed “**Work For Hire**” under the Copyright Act. To the extent any Work Product is not “**Work For Hire**,” Contractor further shall assign (or cause to be assigned) and does hereby assign fully to Arizona all Work Product and any copyrights, patents, mask work rights or other intellectual property rights relating thereto.

3. **Pre-Existing Materials.** If in the course of performing the Services, Contractor incorporates into any Work Product developed hereunder any material, notes, videos, drawings, designs, content, inventions, improvements, developments or discoveries or other proprietary information owned by Contractor or in which Contractor has an interest (“**Pre-Existing Materials**”): (i) Contractor shall inform Arizona in writing before incorporating such Pre-Existing Materials; and (ii) Contractor will retain ownership of such Pre-Existing Materials, and hereby grants Arizona a

nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, distribute, perform, display, prepare derivative works of, make, have made, sell and export such Pre-Existing Materials as part of or in connection with the Work Product.

4. **Further Assurances.** Contractor will assist Arizona, at Arizona's expense, in every proper way to secure Arizona's rights in the Work Product including the disclosure to Arizona of all pertinent information and data with respect thereto, and the execution of all documents that Arizona deems necessary in order to obtain, maintain or perfect its ownership rights in the Work Product.

5. **Arizona Materials.** If and to the extent that Arizona provides any material, notes, videos, drawings, designs, content, inventions, improvements, developments or discoveries or other proprietary information ("**Arizona Materials**") to Contractor in connection with the Services, Arizona hereby grants to Contractor a limited license to use such Arizona Materials solely in connection with the performance of the Services. Contractor agrees not to use the Work Product or any Arizona Materials outside the scope of the Services, and not to disclose the Work Product or any Arizona Materials to any third party, without Arizona's prior written consent.

6. **Rights in Work Product.** Contractor hereby represents that: (a) all Work Product will be the original work of Contractor; (b) the Work Product and the use thereof as contemplated hereunder will not infringe the intellectual property right of any third party; and (c) the Work Product will not be obscene, libelous, or violate the right of privacy or publicity of any third party.

7. **Return of Work Product.** Upon request by Arizona, Contractor will immediately deliver to Arizona all Work Product, including all documents and copies of documents in its possession containing any Work Product.

8. **Governing Law; Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Arizona. The Parties agree that all actions and proceedings arising from or related to this Agreement will be litigated in local, state or federal courts located in Pima County, Arizona. The Parties hereby acknowledge that this Agreement may be subject to arbitration in accordance with applicable law and court rules.

9. **Entire Agreement; No Modification.** This Agreement contains the entire agreement between the parties with respect to the Work Product, but the Parties acknowledge that a separate agreement applies to the Services. This Agreement may not be modified or amended except by a writing signed by both Parties.

10. **Compliance with Laws.** The Parties agree to be bound by applicable state and federal rules governing equal employment opportunity, nondiscrimination and immigration. Each Party agrees to comply with all applicable laws, rules and regulations, including Export Administration Regulations and Export Control Regulations of the United States of America, relating to the export or re-export of technical data and products produced as a result of the use of such data, insofar as they relate to the information disclosed under this Agreement.

11. **Conflict of Interest.** This Agreement is subject to cancellation under Arizona Revised Statutes section 38-511 regarding conflict of interest on the part of individuals negotiating contracts on behalf of the State of Arizona.

12. **Signatures.** The Parties agree that any electronically reproduced copy of this fully-executed Agreement shall have the same legal force and effect as any copy bearing original signatures of the parties.

13. **Confidentiality of Agreement.** When fully executed, this Agreement itself cannot be Proprietary Information per the Arizona Public Records Law, Arizona Revised Statutes 39-121 and 41-1350.

14. **Portfolio Use.** Notwithstanding the specific rights outlined in Section 2. Ownership of Work Product, the Contractor shall be permitted to use all Work Product in Contractor's professional portfolio, after such work has been made public by Arizona.

15. **Miscellaneous Requirements.**

a. File Delivery Requirements: Contractor will provide to Arizona all raw and working assets associated with work performed under this agreement upon payment in full, on the individual project scope of work, to Contractor. This includes, but is not limited to, the following:

i. Any and all RAW working files (including any photography and video footage). RAW files must be the highest quality original outputs from the camera used to capture them. Contractor may exclude RAW files deemed aesthetically unworthy of delivery, provided these files are also stricken from Contractor use.

ii. Any and all project files used to create the work (e.g. Adobe Premiere video timelines, Photoshop design or photo manipulation files, InDesign files for layout, Illustrator files, etc.). Project files should be packaged with any RAW or working files linked within those project files (e.g. images, graphics, templates, photo assets, etc.)

iii. Any fonts, stock assets, or third-party elements that comprise the final product, along with any and all associated rights management paperwork. If a specific asset cannot legally be sublicensed or provided by the agency, or the license is limited, Contractor may exclude but must flag the exception.

iv. Written materials including final scripts, ad reads, or other copy that has either been approved by Arizona team or appeared in market.

v. For large website or digital projects: Figma files, including Libraries, Components, Variables, Styles, Prototypes, etc., and Dev files, including icon libraries in SVG format, custom illustrations in editable vector format (.ai or .svg), and HTML/CSS/JavaScript

source files if any custom front end work is produced outside the CMS.

- b. RAW Files: In order to adapt photography and video footage captured for a specific project or campaign into a variety of additional current and future marketing and communications projects, and to share this material with campus partners, Contractor will immediately upon request provide Arizona RAW files (and in the case of video, transcoded files) in addition to the edited materials included in published final works. RAW, transcoded and project files will be generated, organized, and named appropriately upon ingestion and/or creation and no additional hours will be required or billed to clean up files for delivery.

Any additional hours or costs required to procure delivery hard drives (if needed), transcode raw video files, load files onto drives or cloud delivery networks, ship hard drives, and communicate with Arizona on file delivery shall be built into project estimates and will not be a separate add-on cost at the end of the project. Arizona will not be billed for or pay separate add-on costs for delivery of such files and delivery of files and other materials shall not be contingent or conditioned upon any additional costs or expenses.

- c. Transcoded Video Files: Along with the RAW footage, footage should be transcoded to -

Format: MOV or MP4
Compressor: Apple Pro Res LT (minimum)
Frame Size: 1920 x 1080
Frame Rate: 23.98
Field Dominance: Progressive
Color Space: Rec 709

Audio Specs
Codec: PCM or AAC
Sample Rate: 48hz
Bitrate: 128

- d. Project Files: In order to make quick updates and specialized versions of commissioned creative work, Contractor shall deliver immediately upon request to Arizona editable working files and all source files necessary to recreate, modify, or extend the Work Product without dependence upon Contractor, upon the individual project closure and payment.

- e. Video Project Files: Contractor shall use Adobe Premiere when possible so that edit projects can be shared/transferred upon delivery. Contractor will coordinate with Arizona regarding alternate delivery strategies when using Adobe Premiere is not an option.

For video projects, Contractor will, immediately upon request, deliver a consolidated Adobe Premiere project with all used assets that is clearly organized and linked to working files and will include all raw working files that are linked within the project file. If stock (or other) materials with limited usage rights are used and unable to be provided to Arizona directly as linked files, Contractor shall maintain the broken link within the project file and flag the issue so that the Arizona team can replace and/or relink the file.

f. Design Project Files: Arizona works within Adobe Creative Suite. If a specialized program must be used to create the work, Contractor shall include this information in the project SOW. Contractor shall coordinate with the Arizona client team to discuss alternative delivery options when using Adobe Creative Suite is not an option. Contractor shall produce creative work using professional software such as Illustrator, Photoshop, etc. If a different or specialized program must be used to produce the work, Contractor shall inform the Arizona client team in advance and shall not use a different or specialized program without the prior approval of the Arizona client team.

Working project files should be fully editable and updatable (i.e. .psd, .indd, etc., not rendered or rasterized file formats such as .pdf).

For delivery of design project files:

Include all assets used in a packaged zip folder

This includes images, graphics, templates etc.

Photo assets used in projects should be included in the folder.

Photo assets should be set to the appropriate color mode (CMYK for print, RGB for Digital).

Folder Naming + Structure*:

Folder Name

Year_Project Name_Version (E.g., 24_Bear Down Rundown Graphic_Final)

Structure:

Main Folder

Photos Folder

Graphic Assets Folder

InDesign, Illustrator, Photoshop File

PDF or Final exported file

* If files and folders are to be organized in a different manner, please document the organization strategy upon delivery.

g. Stock, Rights Management & Licensed Assets: Contractor shall immediately deliver upon request cue sheets and relevant licenses for music, footage, photos, and any third-party assets. If any stock photography or footage is used, Contractor shall include sub licensing information (or direction on how to relicense the asset if needed).

If Contractor is managing certain rights scenarios on behalf of Arizona that limit usage, such as music sync licenses or hired talent contracts that limit the time, market, or type of use of the final published asset, these limits must be clearly identified to Arizona upon provision of working and raw files.

If Contractor needs to secure any talent who are paid, including, but not limited to cash stipends and gift cards provided to student or background actors, Contractor shall be solely responsible for the employment of talent.

h. Generative Artificial Intelligence (“Generative AI”): Contractor shall disclose to Arizona, in writing, whether Generative AI was used in the creation of any work product delivered under this Agreement. Such disclosure shall be made prior to the delivery of the work product to Arizona.

Contractor shall provide Arizona with a detailed description of the Generative AI used, including the specific tool or platform, the parameters used, and the extent to which Generative AI was used in the creation of the work product.

Arizona shall have the right to review and approve the use of Generative AI in the creation of any work product prior to delivery. Arizona may reject any work product that was created with Generative AI without Arizona's prior approval.

Contractor shall be solely responsible for any and all claims, damages, or liabilities arising from the use of Generative AI in the creation of any work product delivered under this Agreement.

i. Collaboration & Branding Requirements: Arizona reserves the right to make a final determination on whether a final creative piece adheres to basic institutional brand standards.

j. Additional expectations: If a Contractor representative leaves the Arizona account, Contractor will assign a new representative for Arizona with equivalent or better rank and experience. Arizona raw and working files will be maintained by Contractor at least until expiration of RFP contract and such files will be provided to Arizona immediately upon request.

k. File Restrictions: The Contractor shall not encrypt, password-protect, watermark, otherwise technically restrict, or intentionally flatten any editable project files delivered under this Agreement in a manner that prevents Arizona from modifying, maintaining, or extending the Work Product.

ACCEPTED AND AGREED TO:

[Signature]

[Date]

[Print Name]

[Title]

[Company Name]