



CONFIDENTIALITY AGREEMENT -

PHOTOGRAPHY AND VIDEOGRAPHY SERVICES

This Confidentiality Agreement (hereinafter referred to as the "Agreement") is made and effective the _____ day of _____, 20____ by and between the Tempe Union High School District (TUHSD) and _____ (hereinafter referred to as the "Photographer").

Confidential Information

TUHSD proposes to pay the photographer to take/produce photos/video that are confidential and proprietary information (the "Confidential Information"). Confidential information shall include all photographs/video, data, materials, products, technology, financial information, and other information about TUHSD disclosed or submitted, orally, in writing, or by any other media, to the photographer. Any violation of this confidentiality agreement is subject to prosecution under the laws of the State of Arizona, and I hereby agree to fully indemnify, defend and hold harmless TUHSD, from all damages, liabilities, claims, and causes of action resulting from my breach of this agreement.

Photographer's Obligations

Photographer agrees that the Confidential Information is to be considered confidential and proprietary to TUHSD and shall not use the Confidential Information/Photographs/Video other than for the purposes of its business with the TUHSD, and shall disclose it only to its employees or assistants that are involved with producing the images for the client with a specific need to know. Photographer will not disclose, publish or otherwise reveal any of the Confidential Information/Photographs/Video taken to any other party whatsoever except with the specific prior written authorization. Confidential Information furnished in tangible form shall not be duplicated by photographer except for purposes of this Agreement.

Additionally, the Photographer will:

- Provide photography services on location to take public relations photos or videos when authorized to do so before, during and/or after the event of various faculty members, administration, and students.
- Provide the District and/or school with documentation of the event through images furnished on CD or other appropriate media.
- Provide the TUHSD Purchasing Department with the required/applicable documentation from the TUHSD Vendor Application Checklist.



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- Adhere to the FERPA Regulations on Disclosure of Directory Information*, and the Arizona Public Records laws regarding use of public records for a commercial purpose, including payment of a fee for the release of the information by TUHSD.
- Comply strictly with your Vendor District Service Agreement or Vendor Provided Agreement.

**For information regarding FERPA, please visit:
<http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html>*

This agreement shall remain in effect through the current school year during which the proposed services will be performed unless otherwise terminated by the Photographer or TUHSD. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

Accepted and agreed by:

Authorized Representative Signature: _____

Authorized Representative Name: _____

Authorized Representative Title: _____

Vendor/Business Name: _____