
Working with an Assignment Photographer



AMERICAN SOCIETY OF
MEDIA PHOTOGRAPHERS

This handbook was developed by the American Society of Media Photographers (ASMP) to illustrate the fundamental principles involved during a typical commercial photography assignment. By defining key terms, answering commonly asked questions and describing today's best practices, it guides you through the entire process of working with an assignment photographer.

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Photography is one of the most powerful tools for persuasion that the human race has devised. But not all pictures are equally effective. The difference between a great image and a pretty-good image is, to paraphrase Mark Twain, like the difference between lightning and a lightning bug. No one can guarantee you a great image for your next project, but you can vastly improve your chances by working closely with a photographer who understands what you need and can bring experience and creativity to bear on solving your problems.

The American Society of Media Photographers (ASMP) is the world's premier trade association for working publication photographers. Founded in 1944, ASMP has grown to include more than 5,000 members, representing some of the finest photographers in every photographic specialty. Today ASMP continues to be recognized for its commitment to professionalism and high ethical standards as well as the principles of education, information and advocacy.

THE RIGHT IMAGE FOR YOUR PURPOSE

Identifying Your Needs

The first step in planning for photography is identifying what sort of images might best represent your project themes. Are there any specific concepts, product features or benefits you'd like to highlight? Are there areas that require creative problem-solving? What geo-cultural norms and taboos must be respected? If you are addressing multiple demographics (of age, nationality, social stratum or wealth), what messages will you develop for each, and how will you keep them distinct?

At a strategic level, the answers to these questions will be important in finding the right photographer for the job. Then, at a tactical level, you can discuss them further with your photographer before production starts, both to develop specific imaging concepts and to clearly define the assignment parameters. With those, your photographer will be able to provide good time and financial estimates.

SOME POTENTIAL USES FOR PHOTOGRAPHY

Advertisements	Magazine Editorial
Advertorials	Magazine Reprints
Annual Reports	Maps
Award Submissions	Marketing Letters
Bank Checks	Newsletters
Billboards	Newspapers
Books	Packaging
Brochures	PDF Brochures and Catalogs
Building Wraps	Photo Album Covers
Calendars	POP Displays
Catalogs	Portfolios
CDs, DVDs	Posters
Color Photocopies	PowerPoint Presentations
Computer Screen Savers	Press Kits
Corporate Publications	Prints & Wall Decor
Desktop Publishing	Slide or Video Presentations
Direct Mail	Telephone Books
E-books	Trade Show Displays
Editorial Publication	Transit Displays
Gift Wrap	TV
Image Archiving	Web Pages
Invitations	
Magazine Advertising	

Selecting A Photographer

Try to match your needs with a photographer's strengths. Commercial photographers often specialize in a certain type of work, a unique style of imagery or specific geographic locales. They will have both the experience and the equipment to obtain the results you want.

ASMP helps you locate good candidates through its "Find a Photographer" database at www.findaphotographer.org, where you can search by photographic specialty and by geographic location. Once you've identified a group of photographers, you may choose to visit their web sites, request samples of their work for review or schedule meetings for portfolio presentations. You may also request to see photographs of assignments similar in scope to the project you have in mind.

The right photographer for you should understand your design ideas and be able to communicate them visually. Other factors to consider when making your decision include professionalism, compatibility with your style, and the right mix of technical skills and people skills.

Don't underestimate the value of a photographer's enthusiasm and experience, as he or she will become an important part of your project team.

ESTIMATING AN ASSIGNMENT

As a creative professional, you understand the importance of accurately defining the scope of work in order to determine your firm's design fees. Similarly, in order to prepare an estimate for you, a photographer must have a detailed description of the assignment. Among the considerations are whether the photos will be shot on location or in a studio; what personnel (assistants, models, stylists, technicians, location scouts) and special equipment will be needed; whether permits and clearances must be obtained; and, of course, how much lead time is available.

An estimate typically involves three components:

- *THE ASSIGNMENT DESCRIPTION*
- *LICENSING & RIGHTS GRANTED*
- *PRICING: FEES AND EXPENSES*

The Assignment Description

In addition to an overall description of the project, some of the elements you may find in this section include the number of finished images for each medium, a description of deliverables, and a time frame for completing the assignment.

Assignment photographers are familiar with the main technical requirements of the standard publication media, including magazines, newspapers, annual reports, capability brochures and the Internet.

DIGITAL CONCERNS

In the last five years, all-digital workflows have become the norm, altering every step in the traditional publication process. You will usually get the best result at the lowest cost if your photographer can work closely with your printers, repro houses and layout artists to eliminate any uncertainties about who does what. Some of the key questions are:

- How will the files be used? (Offset press, web site, digital prints, etc.)
- Will the files need to be re-purposed for additional media in the future?
- What is the largest anticipated reproduction size, and what resolution is required?
- How, when and where will the captures be edited?
- Who will be handling color correction, and how critical is color matching?
- Who will be providing proofs, and what type of proofs are required?
- Will there be an opportunity for the photographer to talk to the printer prior to the file delivery deadline?
- Will the files be distributed to unknown printers (e.g., magazines)?

If additional deliverables (such as transparencies, slides or black and white prints) will be needed, or if the images might be cast into unusual media (hologram packaging, bus wraps, backlit signs), be sure the photographer knows about them beforehand.

Licensing & Rights Granted

A photograph is considered intellectual property. The photographer owns the copyright to the images he or she creates and has the exclusive right to license their use. Licensing agreements are specific with regard to use and, in general, should answer these three basic questions:

- Who will use the images?
- How and where will the images appear?
- How long will the images be used?

This information may be detailed in the Licensing & Rights Granted section of the estimate or in a separate licensing agreement. It's important that you and your photographer

agree on the scope of the license before photography has begun. Should your project plans change, be sure to discuss them with your photographer.

POSSESSION VS. RIGHTS. The right to use images cannot be transferred by anyone without the written consent of the copyright holder. If you've received photographs without written permission for use, it is your responsibility to secure licensing rights before using them. As a rule of thumb, a good way to avoid any misunderstandings is to contact the photographer before passing along photographs. You should also advise the party receiving the images to contact the photographer directly to secure a license granting permission for their use. Any copying, distribution,

A **LICENSE** is a legal agreement granting permission to exercise specified rights to a work.

A **COPYRIGHT** is a collection of exclusive rights initially owned by the creator of an original work (an image, text, song, design, etc.)

public display or creation of derivative works of images without specific permission from the photographer is a violation of Federal copyright law.

Simply having physical possession of photographs, slides, prints, transparencies or digital files does not grant the right to use them.

BUYOUTS AND 'ALL RIGHTS' AGREEMENTS. There are legitimate, but rare, circumstances in which you need to possess the full array of rights that a copyright includes. Far more often, you actually have no prospect of ever using all those rights. (How often is the right to print on bubble-gum wrappers in Thailand a business necessity?) Rather, you may simply be looking to lock in future flexibility. Ownership is an expensive way to do it, though. Because the photographer can never again use the image in any way, he or she will have to recoup its lost future value in the upfront fee.

Nevertheless, photographers occasionally get requests for a “buyout” of the image. This is, at best, a vaguely defined concept, but it usually means that the client wants to make a one-time payment and never have to negotiate for further rights. For legal purposes, there are several ways to approach this.

- The photographer may sign over the ownership of the copyright via a written document. As with many other transfers of valuable property, such a transfer may be recorded with the government—in this case, with the U.S. Copyright Office in Washington, DC.
- The photographer and client may execute an exclusive, unlimited-use rights licensing contract.

COPYRIGHT LAW

Under the Copyright Act of 1976 and the Berne Convention for the Protection of Literary and Artistic Works, photographs automatically receive copyright protection immediately upon their creation. Absence of a copyright notice does not relieve a prospective user from the responsibility of obtaining permission from the copyright holder. In addition, altering or removing a copyright notice can result in liability under the Copyright Act and several other state and federal statutes. More information about copyright is available from the U.S. Copyright Office (www.copyright.gov) and from ASMP's copyright tutorial (www.asmp.org/copyright).

Here, the photographer keeps the tree (so to speak) but the client gets all the fruit.

- A third approach is to structure the assignment as a “work made for hire.” In this scenario, the client owns the copyright (along with all legal liabilities) right from the start. Note that such an arrangement is valid only if both the client and the photographer have signed a specific, written agreement before the assignment has begun.

It is almost always more cost-effective to license just the rights you will actually use. Licenses can be written to provide coverage for any current and future needs without requiring transfer of copyright, exclusive unlimited usage or a work made for hire agreement. By discussing your real needs and concerns with your photographer, you can license any and all appropriate uses without adding unnecessary expense.

Pricing

A photographer’s estimate typically has two components:

- *FEES*
- *EXPENSES*

FEES

There are two kinds of fees: Photography and Licensing. Some photographers combine them into a single number for presentation purposes (and some clients prefer to see them combined), but they are distinct in principle and are differently affected by changes in the assignment description.

PHOTOGRAPHY FEES (sometimes referred to as Creative Fees) reflect the experience, creativity and vision that the photographer brings to the assignment, along with the complexity of the project. Issues such

as the total number of finished images needed, scheduling, site logistics or the need for specialized skills or equipment can affect the overall Photography Fee.

In addition to the actual time spent behind the camera, there will be fees that cover a photographer's pre-production and post-production time. Depending on the complexity of the project, these may be included in the photography fee or listed as separate production fees. Pre-production tasks commonly include client meetings, site visits, set building, obtaining props, acquiring wardrobe, etc. Post-production tasks commonly include returning a work area to its original condition, prop returns, image editing and selection, digital enhancement, client meetings and preparing images for final delivery. Travel and weather delays can be factors, too.

LICENSING FEES (sometimes referred to as Usage Fees) reflect the value of the usage for each image in the assignment. This is determined by a number of considerations, including how widely and for how long the images will be viewed, reproduced and distributed. Typically, the more extensive the rights, the higher the fee.

It's just like the ads on television. Ad slots during the Super Bowl are expensive because the game has a huge audience. Ads on a local cable program cost relatively little, but not many people will see them.

Another issue is what degree of exclusivity is required. In addition to their immediate value, images can have ongoing value as stock photos, in coffee-table books, for historical research and so on. For many photographers, their library of licensable images creates an ongoing income stream. If the photos from an assignment must be kept off the market for an extended time, the license fee must be higher to offset the lost future earnings.

To obtain the best value at the outset, negotiate the rights license based on your currently planned needs, but also secure a price for additional

rights that you might want in the future. This approach lets you pay as you go while minimizing budget uncertainty.

EXPENSES

Itemized expenses may include charges for assistants, stylists, models, photo finishing, special equipment or prop rentals, travel, costs for location access, extra insurance—it all depends on the job. Expenses for analog (film-based) photography typically include consumables such as film, processing and supplies.

For digital photography, it is customary to bill per-image charges for format conversions, color and tone adjustment, digital retouching and file delivery. Because the technology is relatively new, industry customs and standards for digital photos are not widely understood. ASMP's web site (www.asmp.org) has additional explanatory material to help you and your clients in the planning and budgeting process.

ADVANCING YOUR IMAGE

The photographs you use are a reflection of your company's products and services. They affect how the marketplace perceives your business. While there will always be someone willing to photograph your project for less, what may initially appear to be a bargain can easily turn into an expensive problem when the resulting images do not meet expectations. Obvious pitfalls include legal liability for inadequate model releases, printers' surcharges for color alterations, confused licensing language and missed deadlines. More subtly, the images may simply lack pizzazz. In the long run, commissioning a qualified professional photographer is an investment that can save time, money and frustration. The right professional photographer increases the perceived value of your company and its products or services.

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TIPS FOR CONTROLLING COSTS

If your needs outweigh your budget, don't get discouraged. Here are a few ideas to relieve the pressure on your budget.

- Be frank with your photographer about what you *must* have and what is optional, and be open to alternative approaches that could reduce the cost. Sometimes, small changes in the specifications—hiring fashion models vs. “real people,” the size and complexity of sets, the number of products shown together—can mean big differences in the cost of shooting. In every case, good upfront communications will mean a more focused shoot that takes less time and delivers the desired imagery.
- Review the license terms you are asking for. Although it's natural to want very broad rights, you may be spending more than necessary. A better approach is to license only the rights that will actually be required now and, if later you need more, license it then. Of course, it's smart to negotiate the price for future rights now.
- If location shots are required and the schedule has some flexibility, look for a photographer who does “package tours” in which the travel expenses are shared by several clients. (You could even call your peers to see if they want to join you in setting up a package.) The creative and licensing fees aren't affected, but production costs could be dramatically lower.

GLOSSARY

Good contract negotiations require clear communication and understanding.

If you are uncertain of the meaning of specific language or terms, please ask your photographer.

advertising	The promotion of products, services and ideas through paid media space. Contrast “editorial.”
advertorial	Hybrid of advertising and editorial matter. Usually, it is editorial content that has been paid for and contains a sales pitch.
archive	A system or device for storing and organizing images or electronic data in order to retrieve them easily at a later date.
building wrap	Images printed on long rolls of vinyl that can be wrapped around a building to create truly large signs.
buyout	Although not a term with a defined legal meaning, this word often crops up in license negotiations in the sense of “all rights forever.” If that’s really what you need, be prepared to pay for the photographer’s lost future revenue and marketing opportunities.
camera format	The photographic equipment used to record an image (i.e., large, medium, 35mm, digital).
circulation	Total number of copies of a publication that are sold or distributed to readers in a given period.
color fidelity	The desired result of color management software: assurance that images will look the same regardless of reproduction medium.
consideration	Something of value, given by one party to another, as part of a contract.
copyright	A collection of exclusive rights owned by the creator of an original work. In particular, the right to control the use of a creative work.
credit line, photo credit	A line of text identifying the creator of a photograph and, often, the year in which it was created. It is usually placed adjacent to the photograph.
derivative work	A work based on another, preexisting work. Copyright law gives the creator of the preexisting work the right to control creation of derivatives.
desktop publishing (DTP)	Using computers to design text and graphics for printing.
digital capture	To record an image using a camera with digital storage capabilities.
digital file	A single electronic image.
digitally enhancing	Transforming or altering an image by manipulating it on a computer.
editorial use	A use that conveys news or information for purposes unrelated to trade or advertising.
electronic rights	The rights to use copyrighted works in digital media (eg., CD, DVD, the Internet, video games).
exclusivity	A right granted to a user allowing him or her the sole use of an image in some context. The context could be a specific industry, region, publication medium, period of time, etc.
e-zine	A periodical magazine published via the Internet.
guide print	A print that the photographer makes for the printer to indicate the colors, contrast and tonality that the photographer would like the printer to aim for on press.
image	A unique visual representation of a person or object.
intellectual property	Original works protected by laws (such as patent, copyright and trademark) that give the creator exclusive rights to control their uses.
license	A legal grant of permission to exercise specific rights to a work.
license fee	A charge that is derived from the value of an image’s use.
limited rights	A license allowing restricted reproduction or other use of copyrighted works.
metadata	A machine-readable description of a photo that is usually stored within a section of the image file. It is common to include the date of capture, image height and width, a descriptive caption, various keywords to facilitate database searches, a copyright notice, etc.
nonexclusivity	The retention by a copyright owner of the right to license a work to more than one licensee.
nontransferable	Prohibiting the transfer of rights from one party to another.
one-time use	The limited right to reproduce an image only once in a manner specifically set forth in a license.

GLOSSARY *(continued)*

personal use	For private purposes only; not to be reproduced for public purposes such as business or commerce.
placement	The positioning and location of an image within a publication.
POP display	Point-of-purchase display, usually a hybrid of advertising (to call attention to the goods) and packaging (to dispense a supply of the goods).
press kit, media kit	A kit of information specifically prepared to announce or inform the media of an event, a product, etc.
promotional use	Use of an image to sell or market a product, publication or service.
publication	A copy of a printed or electronic work offered for distribution.
reprint	Additional copies of all or part of a publication.
reuse	Second or subsequent use of an image.
stock photography	Preexisting imagery. Like assignment photography, stock is protected by copyright and may be licensed.
trade publication	A publication that is intended for a specific audience based on occupational and commercial, rather than personal, issues.
usage fee	A charge that is derived from the value of an image's use.
use	The handling or treatment of a photograph, qualified by specific licensing terms.
wall decor	A displayed work of art which does not include reproduction rights.



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