

## **Terms and Conditions for HBCU Grant Recipients.**

[Getty Images](#), a world leader in visual communications, in partnership with the Getty Family and [Stand Together](#), a philanthropic community tackling some of the biggest challenges of our times, have launched the inaugural **Getty Images Photo Archive Grants for HBCUs**, that aims to support the digitization of the invaluable visual history of Historically Black Colleges and Universities (HBCUs).

All HBCUs nationwide are invited to apply online at <https://grants.gettyimages.com/hbcu-grant> through **Thursday, September 30, 2021, at 11:59 p.m. PT.**

**Funding:** The Grant will commit a total of US \$500,000 towards the digitization of two HBCUs' photographic archives owned by each of the institutions. For the sake of clarity, the funding will be used toward digitization and not be awarded to the HBCUs. The grant will fund the digitization process for selected HBCUs up to 100,000 physical photographs ("visual assets") owned by each of the institutions. The digitization will be carried out by Getty Images and third-party suppliers. The HBCUs will retain ownership of the physical photographs and will receive a digital copy of the visual assets for institutional use, subject to a license for Getty Images to license the digital files for other uses. Licensing income will be shared with the HBCU as well as to continue to fund the HBCU photo collection initiative. For further details on how licencing income will be used see [here](#).

### **Submission Deadline:**

In order to be considered as a grant recipient, the HBCU institution must accurately complete the grant application [[here](#)] and submit the application and any additional information requested to [hbcugrant@gettyimages.com](mailto:hbcugrant@gettyimages.com) by **Thursday, September 30, 2021 at 11:59p.m. PT.**

### **Eligibility:**

A recipient must be a HBCU institution that has completed the application and has been selected by the judges for this grant. If selected, the HBCU must provide access to its visual assets, and provide Getty Images or its representative with an archive liaison(s) to assist with the selection, delivery and captioning of the visual assets (comprising of prints, photographs, negatives, slides, contact sheets and the like) that has not yet been digitized.

**Selection Process:** A panel of expert, independent judges secured by Getty Images will review the grant applications to select qualified recipients. The judges will include notable scholars and educators who have an expertise in African American studies and Africana studies and those that have experience in social impact projects in support of the Black community. Two HBCUs will be announced as winners in October 2021.

**Notice of Selection:** Recipients (each, a "Recipient") will be notified that it has been selected for a grant by **October 31, 2021.**

### **Obligations of the HBCU**

The Recipient must permit Getty Images, or any third-party partner for the scanning process, to have access to the photographic collection during regular business hours for review and selection of the visual assets. In addition, the Recipient must allow the removal of the visual assets for scanning purposes, subject to return after processing. It is anticipated that the scanning process could take up to a year or more to complete.

Getty Images will also provide the Recipient with a financial stipend to offer a student selected by the Recipient to intern with and assist with the curation of the photo collection and the digitization process. The Recipient shall be solely responsible for selection, oversight and training of the student intern as well as administration of any financial stipend to the student.

If selected, the Recipient must own the visual assets selected for scanning and have all the rights necessary rights to enter into **Getty Images Distribution Agreement** for co-exclusive representation of the digital assets, subject to the Recipient's right to use the digital assets for educational and research purposes as described below.

### **Intellectual Property**

The Recipient will retain copyright in the digital assets created by Getty Images and will be subject to the rights granted to Getty Images in the Distribution Agreement.

The Recipient agrees that the HBCU digital collection can be included in Getty Images' stand alone photo collection called the "HBCU Photo Collection".

### **Licensing Income**

If selected, and in accordance with the Getty Images Distribution Agreement, Recipient's acknowledges that: .a) fifty percent of the royalties resulting from the licensing of the HBCU Collection will be issued to the Recipient; b) thirty percent of royalties will be used for a financial donation to a scholarship fund focused on furthering the education of students at HBCUs; and c) twenty percent will be reinvested to fund the **Getty Images Photo Archive Grants for HBCUs** each year.

The grant Recipient also acknowledges that in addition to being available to license on the Getty Images platform, the HBCU Collection will also be made available for non-commercial use in support of learning about and reflecting on Black history for Black storytellers and not-for profits as part of the Getty Images Black History & Culture Collection, launching later in 2021.

### **Publicity/Promotion**

Recipient and Getty Images may prepare and publish a mutual press release regarding the grant, subject to Getty Images approval. Recipient permits Getty Images to use the institutions tradename, trademarks, logos and other information in connection with any and all Getty Images and its partners for purposes of promoting and publicizing the grant, the program and the HBCU program, including the website, social media and exhibitions of Getty Images and its partners' websites, including Stand Together.

### **Insurance requirements**

The Recipient acknowledges that Getty Images will not provide insurance coverage for the physical photo collection when it is in transit or off premises as part of the scanning process. The Recipient must have its own insurance in place. Recipient acknowledges that Getty Images shall not be liable to the Recipient for any loss or damage to the physical photo materials, whether arising from negligence, breach of contract, intellectual property claims or otherwise. In addition, Getty Images shall not be liable for any misuse, loss, or damage to Recipient's photo collection materials by third parties.

