SCHOOL OF VISUAL ARTS

2025 SVA Social Media Policy

Effective Date: September 1, 2025

Version: 2026.03.11

Category: Acceptable Use & Communications

Overview

The School of Visual Arts (“ SVA ”) frequently reproduces student work and photographs of campus activities in its publications and promotional materials to celebrate students’ achievements and promote SVA. This policy covers the considerations necessary to allow SVA to reproduce student artwork, photographs, and recordings for such purposes.

Purpose

The purpose of this policy is to specify student and SVA rights and obligations and also includes an important notice related to student records under FERPA.

Scope

This policy covers any film, recordings, or photographs of students in connection with their participation in SVA classes or programs, or other events that are hosted or sponsored by SVA, and any artwork students create during their participation in the programs (in finished or unfinished form) .

Policy

Photograph and Recording

Students grant SVA the right to film, record, and photograph them, in connection with their participation in the Program and/or other events that are hosted or sponsored by SVA.

This extends to any artwork you create during their participation in the Program (in finished or unfinished form) (“Artwork”).

Students grant SVA and those acting with SVA’s permission (collectively, the “SVA Parties”) a non-exclusive, transferable, fully-paid up, royalty free, sublicensable, worldwide right and license to modify, edit, combine with other materials, adapt, translate, and create derivative works of, such photographs, video, or other recordings, including for the purposes of creating content, materials, or other works that advertise, publicize, market or promote SVA or any of SVA’s programs or events, including social media content (such photographs, video, recordings, content, materials, and other works are collectively, the “Promotional Materials”).

Permission to Identify You and Use the Promotional Materials.

Students irrevocably grant permission to the SVA Parties, without further consent from or payment to them, to identify them by name and/or with their social media handle in the Promotional Materials and to use their name, image, voice, likeness, identifiers, statements and/or appearance in the Promotional Materials to advertise, publicize, promote and market SVA and its programs and events, including on SVA’s website and social media.

Students grant SVA the irrevocable right to use, reproduce, publish, publicly perform, publicly display and transmit the Promotional Materials for the purposes of advertising, publicizing, promoting or marketing of SVA or any of SVA’s programs or events, including in print materials, digital media, and social media.

No Obligation.

Students agree that SVA has no obligation to use their Artwork or include you in any promotional materials. Students acknowledge and agree that they have no right to review or approve the Promotional Materials, and that the SVA Parties have no liability to them for any editing or alteration, including for any distortion or other effects resulting from editing or alteration, or from the SVA Parties presentation of you or their Artwork. They agree that they do not have any right to be acknowledged or credited and that SVA has the sole right to determine how it will credit or acknowledge them, if at all.

Waiver of Liability.

To the fullest extent permitted by law, they hereby release, waive, and discharge SVA, its employees, agents, officers, and affiliates, and those acting with its permission, from any and all claims, demands, or causes of action, whether known or unknown, arising out of or relating to their participation in the Program, including claims based on copyright infringement or invasion of privacy.

Additionally, they hereby knowingly, voluntarily, and irrevocably waive all rights of attribution and integrity and any other rights in or to the Artwork arising under Section 106A of the Copyright Act, 17 U.S.C. § 106A, or under any other applicable law of the United States or any state, country, or other jurisdiction that acknowledges or confers rights of the same or similar nature (collectively, " Moral Rights "). To the extent this waiver is not permitted by applicable law, they hereby agree not to enforce such Moral Rights against the SVA Parties.

FERPA

Under the Family Educational Rights and Privacy Act (" FERPA "), student information is protected, and schools cannot share certain personal information in student education records with third parties unless the eligible student provides a signed and dated written consent to the school. To the extent their Artwork or any personal information is protected by FERPA, by agreeing to these terms, they authorize SVA to publicly disclose their personal information in their education records including their voice, name, image, demographic, and biological information along with any Artwork. SVA discloses this information to celebrate and demonstrate the accomplishments of its students and for SVA Promotional Materials. For more information about their rights under FERPA please see SVA's FERPA notice .

Termination

Students understand that SVA is relying on this Release and Waiver of Liability and they agree, with respect to any Promotional Materials that are published or publicly distributed, that this Agreement cannot be terminated or rescinded. If they wish to opt out of having themselves or their Artwork filmed, recorded, or photographed in the future they should emailextrelations@sva.edu. They agree that they will not have the right to enjoin or interfere with the production or distribution of the Promotional Materials created in accordance with this Release and Waiver.

Legal Authority

Students represent that they are at least 18 years of age and have the authority and all rights necessary to (1) accept these terms, (2) grant the rights described above to SVA and (3) consent to disclosure of their personal information.

Enforcement

This policy will be enforced by the IT Manager and/or Executive Team. Violations may result in disciplinary action, which may include suspension, restriction of access, or more severe penalties up to and including termination of employment. Where illegal activities or theft of company property (physical or intellectual) are suspected, the company may report such activities to the applicable authorities.

Definitions

None

Revision History

This policy shall be subject to periodic review to ensure relevancy.

Date

Description of Change

Reviewer

9/22/25

Rev 1.0

C. Tomescu