**FORM 2 - U.S. PHOTOGRAPHER AGREEMENT**

**INSTRUCTIONS**

**[Delete this page – for CARE Internal Use Only]**

**USE this form for the following providers:**

* **Photographers**

**DO NOT USE this form for:**

* **Individuals or Businesses who/that are not Photographers (use FORM 1)**
* **Master Services Agreements (use FORM 3)**
* **Agreements for the Purchase of Goods (use FORM 4)**

1. **MAKE ALL REQUIRED CHANGES** to reflect your arrangement with the Service Provider.
   1. **Mandatory Schedules:**
      1. **Scope of Work**: Complete **Schedule A** by fully describing the work to be performed.
      2. **Compensation**. Complete **Schedule B** setting forth the rate(s) to be charged during the term of the Agreement.
      3. **CARE Standard Terms and Conditions**. Include **Schedule C** with all Agreements.
   2. **Optional Schedules:**
      1. **Personal Data Protection Addendum**. Include **Schedule D** if Service Provider will process or use information related to any identified or identifiable person, including without limitation, CARE donors or employees.
      2. **Travel Release**. Use **Schedule E** if Service Provider, his/her/its employees, consultants, or agents may engage in hazardous travel or in other appropriate situations. If it will be used, it should be signed and returned to CARE at the time the executed Service Provider Agreement is returned, and in any event prior to any international travel.
      3. **USG Funds**. **Schedule F** is only needed if USG funds are used to procure the services.
2. **CHANGES BY THE SERVICE PROVIDER** In the event the Service Provider proposes changes the terms of the Agreement, email all changes in a redlined Word document to the Legal Department, [legal@care.org](mailto:legal@care.org), for review and approval.
3. **CONTACT** CARE USA Procurement or Legal for help.

**PHOTOGRAPHER AGREEMENT**

Cooperative for Assistance and Relief Everywhere, Inc. (“CARE”), a District of Columbia nonprofit corporation doing business at 151 Ellis Street NE, Atlanta, Georgia 30303-2439, U.S.A., and

Full Legal Name of Business/Individual: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business State of Incorporation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Principle place of business/address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(the “Service Provider”) (“Party” means either CARE or Service Provider, as appropriate, and “Parties” collectively means CARE and Service Provider), hereby agree to the following (the “Agreement”), effective the date the last Party signs it (“Effective Date”):

1. **Scope of Work.** Service Provider shall complete the work described in the Scope of Work attached as **Schedule A**, as it may be modified or amended in a writing signed by the Parties from time to time (the attached Schedule A and any amendment(s) shall be referred to as “Schedule A”). Should a schedule be amended by the Parties, such amendment shall be labelled in numerical order (*e.g.*, First Amended Schedule A, Second Amended Schedule A, etc.).
2. **Compensation.** Service Provider’s compensation and reimbursements are set forth in **Schedule B**, which is an estimate of maximum amounts available to Service Provider. Any change increasing CARE’s charges or other costs under this Agreement must first be approved in a writing signed by CARE.
3. **Invoice Statements and Adjustments.** Service Provider shall provide CARE with periodic and final invoice statements indicating services performed, expenses incurred (if reimbursable pursuant to **Schedule B**), past payments made, and any other information CARE shall reasonably request. Service Provider shall provide a final invoice statement whenever requested by CARE up to sixty (60) days after the date set for the completion of the work on **Schedule A**. The receipt or payment by CARE of any invoice statement shall not preclude CARE from questioning the correctness thereof at any time. In the event of a good-faith dispute between the Parties, CARE may withhold payments otherwise due to the Service Provider until resolution of that dispute has been reached.
4. **CARE Standard Terms and Conditions**. The Parties agree to and shall comply with CARE’s Standard Terms and Conditions as set forth in **Schedule C**.
5. **Ownership of Work**. Service Provider represents and warrants that all work (including without limitation, the photographs and any related materials supplied to CARE by the Service Provider hereunder) created pursuant to this Agreement (collectively, in this paragraph, the “Work”) shall be original work, and no third party shall hold rights thereto. CARE and Service Provider shall jointly own the copyright of the Work, subject to the conditions set forth herein. When possible, each Party shall give the other due, positive recognition relating to the work hereunder, which may include the legend “© [year] name of Service Provider/CARE”. CARE and each member of CARE International may use the work free of charge in perpetuity for such purposes as it shall deem appropriate, including without limitation permitting third-party and/or commercial uses to raise awareness regarding CARE, its work, and humanitarian need. The original materials relating to the Work shall be retained by CARE; provided however that the Service Provider shall have full and free access to such materials. Further, the Service Provider, shall not and shall ensure that its authorized agents and/or clients shall not: (a) use the Work for, or provide it to, any domestic or international development or relief organization other than CARE, without CARE’s prior written consent; (b) use the Work in a manner that might compete with or hinder the work of CARE; or (c) portray the photo subjects in an a manner that may be disreputable, undignified or compromise their privacy. In performing the work hereunder, the Service Provider shall conduct him or herself in a professional and respectful manner, which shall include without limitation honoring the preferences of photo subjects and obtaining their permission to be photographed.
6. **Use of Names, Likeness, Voice, Quotes.** Neither Partyshall use the other Party’s name or marks in any form of publicity or publicly disclose information relating to its work hereunder without the other party's prior written consent. Service Provider hereby consents to the use in perpetuity of his/her likeness, voice, name, hometown, relationship to CARE, and comments provided by the Service Provider to CARE or its agents, or any portion thereof. Such use may be by CARE or agents, individuals or organizations authorized by CARE in any manner and in any media to promote public awareness of CARE, its mission, or work or humanitarian need.
7. **Expiration and Termination.** This Agreement shall commence on the Effective Date and shall continue in full force and effect unless and until terminated as provided herein. **Schedule A** shall become effective the date the last Party signs it and shall expire on the date set forth therein for the completion of the work, unless and until earlier terminated. Any Party may terminate this Agreement or any **Schedule A** at any time for any reason, upon fourteen (14) days prior written notice to the other Party. Upon issuance of a termination notice, Service Provider shall take immediate action to minimize all expenditures and obligations and cancel such obligations whenever possible. Service Provider shall not incur any expense after issuance of a termination notice unless pre-authorized by CARE in writing. CARE shall be responsible for Service Provider’s fees based on either: (1) actual work performed through the effective date of termination if billed on an hourly or daily basis, or (2) a pro rata basis through the effective date of termination if billed on a monthly, annual, or deliverable basis. CARE shall also be responsible for any expenses obligated by a legally-binding transaction applicable to this Agreement that Service Provider entered into prior to issuance of the termination notice or as pre-authorized by CARE in writing.
8. **Notices.** Unless otherwise agreed to by the Parties in writing, all notices described in this Agreement shall be in writing and delivered via email and in-person or mailed to the following contacts, which each Party shall keep up-to-date in writing to the other Party. All notices shall be deemed given 24 hours after the notice email is sent.

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| For CARE:  Name:  Title:  Address:  Address:  Country:  Telephone:  Email: | For Service Provider  Name:  Title:  Address:  Address:  Country:  Telephone:  Email: |

1. **Optional Schedules:** Initials entered by the representatives below shall mean that the Optional Schedule **is included** in this Agreement.

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| \_\_\_\_\_  CARE  Initials | \_\_\_\_\_  SP  Initials | * 1. **Personal Data Protection**. In the event Service Provider will process and/or use Personal Data in conjunction with this Agreement, Service Provider agrees to the terms and conditions set forth in the Personal Data Protection Addendum, attached as **Schedule D**. “Personal Data” shall mean any information related to any identified or identifiable natural or legal person including, without limitation, CARE’s donors, employees, customers, subcontractors, partners or any other third party (including, without limitation, such third parties’ employees and subcontractors) and any other additional data, personally identifiable information, or personal information deemed as personal data under the applicable personal data protection laws. In the event Service Provider will not process or use Personal Data, **Schedule D** shall not be included with this Agreement. |
| \_\_\_\_\_  CARE  Initials | \_\_\_\_\_  SP  Initials | * 1. **Travel Release**. In the event Service Provider and/or his/her/its employees or other personnel travel overseas, Service Provider must arrange for each traveler to execute and return to CARE the International Travel Release, attached as **Schedule E**, prior to such travel. In the event overseas travel will not occur in connection with the work, **Schedule E** shall not be included with this Agreement. |
| \_\_\_\_\_  CARE  Initials | \_\_\_\_\_  SP  Initials | * 1. **U.S. Government Provisions.** In the event this Agreement is entered into in connection with an Agreement between CARE and a U.S. Government Agency, such as the U.S. Agency for International Development (USAID), (each a “US Agency”), **Schedule F**, attached hereto, is incorporated by reference herein. In the event the work is not performed in connection with a U.S. Agency agreement, **Schedule F** shall not be included in this Agreement. |

1. **Incorporation of Schedules / Precedence**. All Schedules attached hereto are hereby incorporated into this Photographer Agreement with the same force and effect as though fully set forth herein. In the event of an inconsistency or conflict between or among the provisions of this Agreement, the following order of precedence shall control: (1) this Photographer Agreement, (2) Schedule C - CARE’s Standard Terms and Conditions, and (3) all other Schedules.

**IN WITNESS WHEREOF**, each Party’s authorized signatory has signed below.

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| **COOPERATIVE FOR ASSISTANCE**  **AND RELIEF EVERYWHERE, INC.**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **SERVICE PROVIDER**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  SS#EIN#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Check applicable status:  \_\_\_\_ U.S. Citizen / \_\_\_\_ U.S. Permanent Resident  \_\_\_\_ Non-U.S. Resident |