

**The Associated Press Assignment  
Photographer Agreement**

PHOTOGRAPHER INFORMATION			
Full Legal Name:			
<b>SSN</b> or Similar Valid Personal Identification Number:		Assignment AP Identification Number	
Address :			
		City:	
Post Code:		Country:	
Phone No:		Fax No:	
E-mail:			
PAYMENT DETAILS			
<b>Payee Name:</b>			
<b>Tax ID Number:</b>			
<b>Bank Name:</b>			
<b>Bank Address:</b>		City:	
		Country:	
<b>Post Code:</b>		Fax No:	
<b>Sort Code:</b>			
To ensure timely payment, Assignment Photographer must advise AP immediately of any change(s) to the above contact or payment details.			
ACKNOWLEDGEMENT AND AGREEMENT			
<b>BY SIGNING THIS AGREEMENT BELOW, ASSIGNMENT PHOTOGRAPHER REPRESENTS AND WARRANTS THAT HE OR SHE HAS READ, UNDERSTANDS AND AGREES TO THE ATTACHED ASSIGNMENT PHOTOGRAPHER AGREEMENT.</b>			
SIGNATURES			
<b>THE ASSOCIATED PRESS</b>		<b>ASSIGNMENT PHOTOGRAPHER</b>	
Authorized Signature		Authorized Signature	
Effective Date:			

## **ASSIGNMENT PHOTOGRAPHER AGREEMENT**

This ASSIGNMENT PHOTOGRAPHER AGREEMENT (this "Agreement"), entered into as of date written above (the "Effective Date"), is between THE ASSOCIATED PRESS, a New York not-for-profit corporation with its principal offices at 450 West 33rd Street, New York, New York 10001 ("AP"), and the above-named photographer ("ASSIGNMENT Photographer"). References to AP herein shall be interpreted to mean, where appropriate, AP and its subsidiaries and/or affiliates. AP and Assignment Photographer are individually referred to as a "Party" and collectively as the "Parties."

### **Section 1. Agreement.**

- 1.1. This Agreement sets forth the conditions under which Assignment Photographer shall provide photography services to AP. Assignment Photographer and AP agree that from time to time during the Term (as defined in Section 7 below), AP may commission Assignment Photographer in writing to perform photographic assignments on its behalf (each an "Assignment"). AP may propose such Assignments, but Assignment Photographer is under no obligation to accept any such Assignment by AP. Each Assignment may contain additional terms and conditions that supplement or amend portions of this Agreement for that particular Assignment; such terms and conditions shall be in writing in a separate document prior to Assignment Photographer's acceptance of such Assignment. Any such additional terms and conditions shall apply only to that particular Assignment and shall not apply to any other Assignments. In the event of any conflict between the terms of this Agreement and an Assignment, the terms of this Agreement shall control.
- 1.2. Assignment Photographer is acting as an independent contractor under this Agreement. Neither the making of this Agreement nor the performance of its provisions will be construed to constitute either Party an agent, partner, joint venture, employee or legal representative of the other Party. Assignment Photographer is responsible for paying all income and other taxes incurred as a result of the amounts received from AP pursuant to this Agreement. AP shall provide Assignment Photographer with an IRS form 1099 each year for any amounts paid to Assignment Photographer during that year.

### **Section 2. Assignments.**

- 2.1. Assignment Photographer shall use his/her own equipment for the purposes of executing and completing each Assignment. Notwithstanding the foregoing, in the event there is specialized equipment required to complete the individual Assignment and the Assignment Photographer does not possess or have access to such equipment on his/her own, then AP may in its sole discretion, supply such equipment, which shall be used by Assignment Photographer only in connection with such Assignment and then returned immediately to AP upon completion of such Assignment or prior to that, immediately upon AP's request.
- 2.2. AP shall provide to Assignment Photographer, on a per-Assignment basis, a description of the Assignment, and may provide a letter of introduction to obtain working press credentials necessary for Assignment Photographer to gain access in connection with the Assignment. All such items must be returned immediately to AP if Assignment Photographer does not accept an Assignment or upon AP's request. Assignment Photographer may not use the AP name to obtain media credentials except in order to gain access as a photographer when performing Assignments that Assignment Photographer has accepted under this Agreement. Assignment Photographer will act in a professional and businesslike manner while on Assignments for AP. Assignment Photographer may not create credentials, badges, business cards or similar identifiers using the AP name or trademark. Assignment Photographer will not have access to or use of AP's systems, equipment or materials except as otherwise specified in Section 2.1 above. In the event that AP provides Assignment Photographer with access to metadata, captioning standards or other proprietary tagging information ("AP Metadata, Captioning Standards and Tagging Information") for purposes of tagging Assignment Photos (as defined in Section 3.2 below), Assignment Photographer shall not use any such AP Metadata or Tagging Information for any other customer, purpose or project other than an Assignment. AP Metadata, Captioning Standards and Tagging Information is confidential and proprietary to AP, and may not be used in a manner not expressly authorized hereunder, and

may not be made available or disclosed to any other party or used for any other purpose.

- 2.3. Assignment Photographer is free to engage in any other business or profession and to contract his or her services with any other entity or person; provided that while on Assignment, Assignment Photographer shall perform services solely for AP. Assignment Photographer may retain or subcontract with other individuals to assist on Assignments; provided that only Assignment Photographer shall compose and capture the images in the Photographs (as defined below).
- 2.4. All Photographs (as defined below) created by Assignment Photographer while on an Assignment must be submitted to AP in accordance with Section 3 below.

### **Section 3. The Photographs.**

For purposes of this Agreement, the term "Photograph" shall mean any reproduction, negative, transparency, digital file or reproduction of a still image in any form.

- 3.1. In connection with any Assignment for AP, Assignment Photographer shall promptly select in good faith and transmit, using reasonable, professional judgment, the best Photographs created by Assignment Photographer during the Assignment ("Best Cut Photos"), whether such Photographs relate directly (e.g., Photographs pertaining to an entertainment event that is the subject matter of the Assignment) or indirectly (e.g., Photographs pertaining to a fire that breaks out during that entertainment event) to the subject matter of the Assignment. An Assignment may specify a minimum number of Best Cut Photos to be submitted; however, Assignment Photographer shall continue to submit Photographs until AP affirmatively tells the Assignment Photographer that AP has received a sufficient number of Best Cut Photos. Assignment Photographer shall caption each of the Best Cut Photos and provide accompanying metadata as provided in the Assignment. Assignment Photographer shall supply such Best Cut Photos to AP in a timely manner, or as directed by AP during the Assignment.
- 3.2. Within five (5) days of the end of the Assignment or as otherwise specified in the Assignment, Assignment Photographer shall provide to AP all Photographs taken during the Assignment in electronic form, along with caption information and metadata necessary to document the Photographs created during the Assignment according to AP's requirements (collectively with the Best Cut Photos, the "Assignment Photos").
- 3.3. Assignment Photographer represents, warrants and covenants, as applicable, that: (i) Assignment Photographer has all necessary authority to enter into this Agreement and all necessary rights to provide the Assignment Photos to AP under this Agreement; (ii) Assignment Photographer has the necessary equipment and ability to process and transmit Photographs to AP; (iii) the Assignment Photos are original works created by Assignment Photographer; (iv) the Assignment Photos have not been altered in any manner beyond the methods normally used to prepare an image for transmission, which include color correction, cropping, burning, dodging and spotting for dust or other technical imperfections in the image; (v) the Assignment Photos (excluding the contents depicted therein, which Assignment Photographer does not give any representation and warranty with respect to unless otherwise required in the Assignment) do not infringe any third party copyright; and (vi) all moral rights pertaining to the Assignment Photos have been waived.

### **Section 4. Rights.**

Assignment Photographer agrees that although the Assignment Photos have been commissioned by AP, Assignment Photographer hereby retains all right, title and interest in and to the Assignment Photos, including all copyrights and any other rights in law or equity (including but not limited to other derivative works of any kind, made by any method or technology known or invented hereafter, derived from the Assignment Photos). Assignment photographer grants exclusive distribution rights for up to 4 photographs, unless otherwise agreed to in writing, from each assignment to be distributed on AP's commercial wire service for editorial use by its members only. These photographs will also be ingested into AP's commercial photo web site (apimages.com) and will be available for licensing under the guidelines established in Section 6 of this contract. Assignment

photographer retains the copyright to these photographs at all times.

- 4.1. The attribution provided for Assignment Photos licensed by AP shall be “[Assignment Photographer’s name]/AP.” Failure to include such credit or to cause licensees to include such credit will not be deemed a breach of this Agreement.

### **Section 5. Payment.**

In exchange for accepting and performing Assignments and for the rights conveyed in Section 3 and Section 4 above, AP shall pay to Assignment Photographer an assignment fee provided for in writing in connection with each Assignment. Assignment Photographer must submit an invoice to the AP address shown on the notice of Assignment within 30 days of each Assignment. The invoice must be on the Assignment Photographer’s personal business letterhead and it must itemize the Photographs made during the Assignment and the fee for the Assignment. Non-conforming invoices shall be returned to Photographer and payment shall not be made until a conforming invoice is submitted to AP. AP shall pay the undisputed amount of each submitted invoice within thirty (30) calendar days of receipt of the invoice. Any dispute about any invoice shall be resolved through good-faith and amicable discussion. Assignment Photographer acknowledges and agrees that Assignment Photographer shall be responsible for his or her own personal expenses (e.g., travel, accommodation, food, mileage and parking expenses) related to the Assignment and that AP will not reimburse Assignment Photographer for such expenses. AP may at its sole discretion adjust basic assignment rates to account for extraordinary assignment expenses.

### **Section 6. Royalty.**

AP shall pay to Assignment Photographer for the life of the Copyright, a royalty of Forty (40%) of the net revenue collected by AP (the “Royalty (ies)”) from the a la carte licensing of qualifying Assignment Photos to third parties that are not (i) members of AP, or (ii) customers on a fixed, metered or other subscription basis of AP (such licensing, “Assignment Photo Licenses”). For the avoidance of doubt, the phrase “Assignment Photo Licenses” shall not include: (a) licensing of one or more Assignment Photos via an images subscription service to members and customers of AP; (b) licensing or sale of archive news or video stories that incorporate one or more Assignment Photos; Furthermore, Assignment Photographer acknowledges and understands that he/she shall be entitled to no Royalties for (a) licensing or use of any Assignment Photos in any subscription news services of AP, or use by the members and customers of AP with a license to access and otherwise use such subscription news services; (b) use of any Assignment Photos in publicity or advertising materials of AP, , or in books published by or on behalf of AP; or (c) any use of any photographs or other material submitted by Assignment Photographer to AP prior to the parties entering into this Assignment Photographer Agreement. AP shall provide written notice to Photographer of any changes to the Royalty (ies) made in AP’s discretion to all similarly situated assignment photographers under an Assignment Photographer Agreement.

- 6.1. Within sixty (60) days of the end of each calendar quarter, AP shall provide to Assignment Photographer a report of the Royalties from Assignment Photo Licenses to be paid to Assignment Photographer (the “Royalty Report”) for the immediately preceding calendar quarter. The Royalty Report shall identify the following for each Assignment Photo License: (i) the party to whom Assignment Photo(s) were licensed on an a la carte basis; (ii) the download date(s); (iii) the respective license amount(s); (iv) the applicable Royalty; (v) the caption(s); and (vi) the invoice date. The Royalty Report shall be accompanied by the Royalties for the calendar quarter. It is understood that AP may offer Assignment Photo Licenses for Assignment Photos at a bulk rate to a la carte licensees, which may require allocation of revenues across photographic images from various photographs downloaded and/or made available to such a la carte licensees. In the event Assignment Photo(s) are licensed on an a la carte basis with other photographs at a bulk rate, the net revenue received by AP shall be apportioned on an equal pro-rata basis across all photos included in the a la carte bulk rate, for purposes of determining the Royalties for each Assignment Photo.

6.2. Assignment Photographer shall maintain with AP valid, complete, accurate and current information as required by AP ("Assignment Photographer Payment Information") including without limitation, address information and bank information required for direct deposit, by which AP may remit Royalties to Assignment Photographer, via United States Mail or electronic direct deposit, or such other method of payment in AP's sole discretion, and provide other necessary documentation, including any appropriate tax documents. AP shall not be responsible for payment of Royalty if Assignment Photographer does not maintain or provide upon request of AP such Assignment Photographer Payment Information, as required by AP. AP shall not be responsible for paying any interest on amounts held by AP. Assignment Photographer shall provide AP with written notice of any changes to the required Assignment Photographer Payment Information at the address listed in Section 9 below.

6.3. Additionally, it is the responsibility of the Assignment Photographer to make certain that the AP is contacted within 90 days after his/her death by the legally designated surviving entity to make arrangements for the continual payment of royalties on images licensed by the AP. If this does not occur within 90 days, the AP is under no further obligation to make royalty payments on licensed sales.

### **Section 7. Term and Termination.**

The term of this Agreement (the "Term") shall begin on the Effective Date and shall continue until terminated by either AP or Assignment Photographer, with or without cause, upon thirty (30) days' prior written notice. Upon termination, all obligations of both Parties, except for any obligations under Section 3.3 i, iii, v, vi, Section 4, or Section 6 above, shall end. Any provision of this Agreement that, by its nature is intended to survive termination of this Agreement, shall survive termination of this Agreement.

### **Section 8. Indemnification.**

Assignment Photographer will indemnify and hold AP harmless for any claims, matters, complaints, liabilities and actions arising out of AP's engagement of Assignment Photographer for Assignments, including but not limited to Assignment Photographer's failure to comply with applicable laws, rules and regulations concerning the withholding and payment of taxes in connection with services rendered to AP pursuant to this Agreement.

### **Section 9. Miscellaneous.**

This Agreement shall not be amended, modified or changed in any respect except by written agreement of the Parties. No trade, custom or usage shall affect this Agreement or the terms and conditions thereof. This Agreement incorporates the entire understanding of the Parties and supersedes any and all prior agreements, oral or written, relating to Assignment Photographer's relationship with AP and is intended as a complete and exclusive statement of the terms of the arrangement between the Parties. The terms and conditions of this Agreement shall inure to the benefit of any entity, which succeeds to or acquires all or substantially all of AP assets or business or the AP Images business. Assignment Photographer agrees that any dispute, claim or controversy concerning this Agreement, or the termination thereof, shall be governed by the laws of the State of New York without regard to its conflicts of law provision. A facsimile copy of this Agreement fully executed by the Parties shall be deemed to be an original Agreement. The failure of AP to demand adherence to one or more of the provisions of this Agreement shall not be construed as a waiver nor deprive AP of the right thereafter to insist upon strict compliance therewith. If any provision in any paragraph of this Agreement shall be deemed to be invalid or unenforceable, the remainder of such paragraph and of the Agreement shall not be affected. Any notice or other communication required to be given hereunder shall be in writing and shall be deemed sufficiently given when delivered personally or mailed by registered or certified mail to the Parties at the following addresses (or at such other address as either Party may designate by notice given pursuant hereto). Notices to Assignment Photographer shall be given to the contact information set forth above. Notices to AP shall be given in writing to: The Associated Press, 450 West 33<sup>rd</sup> Street, New York, New York 10001, Attention: Office of the General Counsel; Ref: Assignment Photographer Agreement. Notice shall be effective when received.

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