

IMAGES VISITORS AGREEMENT

Safeguarding Children, Young People and Their Communities

British Registered Charity 1007484

INGO License Registration No. 68/CNV-VPDA issued by Ministry of Foreign Affairs Vietnam INGO License Registration No. 1036025 issued by Ministry of Foreign Affairs Mongolia

This acknowledgment and agreement sets out the terms on which the Christina Noble Children's Foundation Entity may consent to you taking images and/or other recordings (still and moving images, audio, materials and artistic works) ("Images") whilst you are at its premises and facilities, or during any interaction with persons associated with the Foundation including volunteers, employees, board members, persons whom the Foundation assists and their friends and families.

The "Photographer/Film maker" will be granted permission from the Foundation to take images during the visit on the condition that he/she will sign and state that he/she has carefully read, understood and will adhere to all terms and conditions of the Images Agreement, Image Ethics Policy and any other associated Codes of Conduct relevant to their visit with the Christina Noble Children's Foundation.

Each group will appoint **one person only** to be the "Photographer/Film maker" of the group.

By signing this acknowledgment, you enter into an agreement by deed poll with the Foundation on the terms set out in this document.

I hereby acknowledge and agree as follows:

- I may only take images with the prior authorisation of the Director of Operations (the Director).
- > I may only take images at locations and at times authorised beforehand by the Director.
- An authorisation or consent by the Director and the Foundation is the only authorisation and consent to take images at premises or facilities controlled by the Foundation.
- ➤ I warrant and represent to the Foundation that I have obtained any and all consents required with respect to taking any Images.
- ➤ I must follow instruction, request or direction of the Director and/or any CNCF person designated by the Director, supervising or chaperoning me with respect to taking any images
- ➤ I acknowledge that the Director or any person supervising, accompanying or chaperoning me may at any time withdraw my consent or authority to take images without providing notice or a reason.
- I must follow and strictly comply with each process, policy and procedure notified to me in respect of my conduct while I am at any Foundation premises or facility or which relates to interactions between myself and persons associated with the Foundation including volunteers, employees, board members, persons whom the Foundation assists and their friends and families.

I may not:

- 1. take any Images of any person in a state of undress from the waist up and down in any situation or context;
- 2. use, permit or authorise use of any images which would or might:
 - a) interfere with a person's rights, privacy, bodily integrity or dignity;

- b) be or be construed as titillating, pornographic or sexually suggestive;
- c) be or be construed as abusive, harmful or injurious or promoting of abuse, harm or injury;
- d) infringe any third party intellectual property rights (including patents, designs and trade marks);
- e) be used by a person who does not know a person to identify that person or determine their address, location, place of employment or education or disclose other personal details or information which is personal or confidential;
- f) be culturally offensive or taboo;
- g) be otherwise offensive, illegal or unacceptable in any place in which the Foundation operates:
- h) be defamatory, derogatory, injurious to or reflect negatively upon the Foundation its programmes, projects, board employees or volunteers;
- i) be associated with any political or religious, cause or organisation or in any manner which might associate the Foundation with any political or religious cause, body or message; or
- j) infer that the Foundation, its staff, board employees, volunteers and associates consent to, endorse, support or are otherwise associated with any message, statement, movement, cause or other activity which has not been expressly authorised by the board of the Foundation.
- 3. I may not take any Images where the subject or a person appearing in the Images is not aware that Images are being taken and without prior permission of the accompanying CNCF staff member.
- 4. I may only use the Images for personal use and purposes and I must not without the prior written consent of the Director:
 - a) license, sell, dispose of or otherwise use or exploit or grant any right to another party to use or exploit any Images for any commercial purpose;
 - b) publish, post, upload, provide or otherwise make available any Images on the internet
 - c) disclose any data associated with such Images (including without limitation any location data).
- 5. Immediately on taking any Images, I grant to the Foundation a perpetual, non-exclusive, nonterminal, world-wide, royalty free license to use, sub-license, modify, alter, adjust, correct, create derivatives, display, sell or otherwise exploit (including for fundraising and/or commercial purpose) as the Foundation sees fit in respect of the Images and all intellectual property rights embodied in or ancillary to the Images or its creation.
- 6. I will not object to any use or modification of a Images by the Foundation or with the Foundation's consent and I waive and covenant not to enforce any auteur, attribution, artistic, moral or ancillary right I may have with respect to the Images as an artistic work.
- 7. I acknowledge that the Foundation relies on me having obtained all required consents and releases in respect of the Images.

- 8. I will prior to leaving the Foundation provide to the Foundation a copy of the Images/s and any material or data associated (including a digital copy of any data file, film negative, slide, or tape) which is required by the Foundation to use, reproduce or otherwise deal with the Images in accordance with its license.
- 9. The license and rights granted by me in respect of the Images are governed by laws of the United Kingdom and will be administered, litigated and otherwise dealt with in the jurisdiction of the United Kingdom.

I acknowledge that the Foundation is a not for profit, non-religious, non-political organisation, and I will not in taking any images that do any act which would or might impact on the Foundation its aims or religious and political neutrality.

| Name |
|---|
| Address |
| |
| Email |
| Tele |
| I acknowledge that I have read and understood the above terms and conditions, any associated Codes of Conduct relating to my visit, and agree to be bound by them at all times |
| Signed Passport Number |
| Country of Issue |
| |
| Consent is granted for the above named person/s to take images and/or other recordings (stil and moving images, audio, materials and artistic works) ("Images") as set out in the Images and Recording Acknowledgement & Agreement above. |
| Authorised by: CNCF Director of Operations |
| Signed: Date |

