

DATE:

Terra Watt Prize GRANT AGREEMENT

TO BE COMPLETED BY THE PRINCIPAL ACTOR ON THE PROJECT

This document represents the contract between the winner of the Terra Watt Prize and National Geographic Society. The Terra Watt Prize grant competition winner will receive \$125,000 to carry out work as outlined in their application proposal.

I, *name*, am *position* of *organization* (“*org abbrev*”), the *Principal Actor* for *organization project title* GEC-XX-XX, which project is described in Exhibit B attached here to (the “Project”).

org. abbrev hereby acknowledges receipt of the grant award letter dated _____, from Chad Lipton, Program Manager of the National Geographic Society’s Great Energy Challenge (the “Award Letter”), which letter is incorporated herein by reference.

In consideration of having a portion or all of the expenses of the Project paid for by the grant from the National Geographic Society (the “Society”) to *org abbrev*, I hereby agree, on behalf of and in my capacity as *position* of *org abbrev* and not in my individual capacity, to the terms of the grant as set forth in the Award Letter and as further set forth in this Grant Agreement.

1. PROJECT REPORTS AND FINANCIAL ACCOUNTING.

(a) I agree to keep the Society informed of project developments throughout the course of the implementation phase of the demonstration project. I agree to provide to the Society one project report for the Project covered by this grant. I will also provide general email updates to the Society on a monthly basis. I will submit one financial and one activity report within 2 months after completing the Project. Given these parameters, I anticipate that the Project will be completed on or prior to *date of expected project completion*, and I will submit both reports on or before the following date(s): *2 months after project completion*. If I am unable to meet this schedule I will contact Chad Lipton, the point of contact for Mission Programs at the Society (“POC”). I will notify the Society should any new developments or changes occur to the proposed plans as outlined in the application.

(b) I agree to include an abstract with the report I submit to the Society, and likewise permit the Society and/or its affiliates to post the abstract on the National Geographic Society-branded World Wide Web site free of charge. I realize that my abstract(s) may be edited for length and style;

(c) I agree to advise the Society, through my POC, of any academic publications that arise out of or relate to the Project, including citations for each such publication;

(d) I agree to submit a full financial accounting within 2 months after completing my fieldwork covered by this grant. Given these parameters, I anticipate that I will submit my accounting on or before the following date: *2 months after project completion* .

(e) I agree that funds will be used in accordance with the budget submitted with the proposal.

If I am unable to meet this schedule, I will contact the Society, through my POC, to arrange an extension.

2. GRANT OF RIGHTS.

(a) **RIGHTS GRANTED.** I grant the Society and its affiliates (hereinafter the “Society”) the first opportunity worldwide to publish, present or otherwise exploit accounts of the Project or information about the Project in each of the following forms (provided that the Society shall notify me within twenty-four (24) months following the end of the activities supported by the grant of its intention to exercise its right of first publication in one or more of the manners described below):

- (i) A popular article (i.e., other than an account in an academic journal) for publication in a magazine in English and all local languages, provided that I may write technical articles on the Project for publication in academic journals at any time and will advise the Society’s Communications office, well in advance, of any pending publications in *Nature*, *Science* or any other journal of similar repute;
- (ii) A documentary film, the length, format and content of which shall be the sole discretion of the Society (e.g., IMAX, HDTV, Super16);
- (iii) A news segment or other short television program (including interstitials and shorts), the length, format and content of which shall be the sole discretion of the Society;
- (iv) A text and/or illustrated book about the Project, including sufficient background information to establish a context for the Project and to develop a cultural, scientific and/or geographic description of the Project;
- (v) An electronically published work about the Project, displayed or distributed through the Internet (e.g. on a web site, via podcast, etc.) or fixed media (e.g. CD-ROM, DVD, etc.);
- (vi) A public lecture in Washington, D.C.; Seattle, Washington; Dallas, Texas; Portland, Oregon; Denver, Colorado; Minneapolis, Minnesota; Atlanta, Georgia; San Francisco, California; Chicago, Illinois; and Cincinnati, Ohio;
- (vii) A public exhibition; and
- (viii) A dramatic motion picture for theatrical, television or direct-to-video release and/or a television series.

(b) COOPERATION. If I am requested to do so, I will cooperate with the Society in the preparation of a popular article, documentary film, news segment, book, electronic work, lecture, dramatic motion picture and/or public exhibition containing an account of the Project. All rights to any such work, including the copyright and world publication, transmission and broadcast rights, will belong exclusively to the Society. My cooperation will include coordinating with any cameraperson assigned by the Society, at its sole discretion, to record my activities on the Project, the Project's location, the wildlife, the people and the surrounding topography. I will assist in making whatever arrangements are necessary to secure permission for such cameraperson to travel through the territories in which the Project will occur. My cooperation will also include being available for consultation at no fee, and providing the Society with the names, addresses and telephone numbers of all persons who participated in the Project, whether or not listed on the initial grant application. I also will make my research available to the Society for review and inclusion into any of its works. Throughout the duration of the Project and for the duration of the time period mentioned above in Paragraph 2(a), I will provide access for any professionals carrying out photography and/or film documentation as requested by the Society.

(c) COMPENSATION. To the extent the Society asks me to draft or participate in the creation of a popular article, book, electronic work, dramatic motion picture and/or public exhibition, or to perform at one or more lectures, I will be paid at the Society's customary rates for such work. The rights to any such work, including copyright and world publication, transmission and broadcast rights, will belong exclusively to the Society. The Society shall have the right to edit my text and other work product for accuracy and style as well as add to my work product. To the extent I am asked to perform substantial work, beyond that set out in subsection 2(b) above, in connection with the creation of a documentary film or news segment, a one-time additional payment will be negotiated as compensation for my services.

3. PHOTOGRAPHS. Upon request by the Society, I agree to turn over to the Society for review still photographs I or any other Project member may take on the Project (collectively, the "Photographs"). I agree to allow such review and Photograph selection by the Society before offering any Photographs to another publisher, other than an academic journal. The Society shall have the following rights in the Photographs:

(a) The Society shall have the right to use any Photograph in any Society product or for publicity or institutional promotional purposes, in any medium now known or hereafter developed. I grant the Society the perpetual right to publish up to fifty (50) Photographs on the Internet on a fee-free basis; and such use shall not be treated as first publication for purposes of evaluating the Society's rights under Section 2(a) of this Agreement. For any other use of a Photograph, the Society will pay me at 50% of the Society's regular rates for that use or product. Any Photograph published by the Society may be used by me only for my own research, study and academic lecture, and may not be offered for further popular publication, transmission or broadcast without prior written permission of the

Society; provided that, once the Society publishes a Photograph on the Internet, I may publish and authorize others to publish that Photograph on the Internet as well.

(b) The Society may crop any photographs of the Project for publication, transmission or broadcast. It shall also have the right to adapt, arrange, rearrange, add to or subtract from the Photographs, and to combine them with any other materials, music or recordings, and I hereby waive any “droit moral” (moral right) or similar right, to the greatest extent permitted by applicable laws.

4. **FILM FOOTAGE.** Upon request by the Society, I agree to turn over to the Society for review film or video or audio recording taken on the Project. I grant the Society the exclusive right to use up to one (1) hour of videotape or film footage recorded by me or any other Project member, on a fee-free basis, in a Society documentary, news segment and/or other short television program (“Selected Footage”). I further grant the Society the non-exclusive right to use footage other than the Selected Footage in a Society documentary, news segment or other short television program for \$250 per minute (“Unselected Footage”). The Society shall have the right to distribute and exhibit programs containing the Selected Footage and/or the Unselected Footage in any and all media worldwide in perpetuity. The Society may also use such Footage for publicity and institutional promotional purposes. The Society shall also have the right to adapt, arrange, rearrange, add to or subtract from the Footage, and to combine it with any other materials, music or recordings, and I hereby waive any “droit moral” (moral right) or similar right, to the greatest extent provided by applicable laws.

5. **SOCIETY NAME.** I agree that in any agreement I reach with a third party to publish or broadcast any materials or text or commentary about the Project (“Materials”), the third party will acknowledge the Society as a sponsor of the Project, but, unless the Society otherwise agrees in writing, will otherwise be prohibited from using or displaying the name or trademark of the National Geographic Society or any affiliate company other than in a brief, unobtrusive statement concerning me as the scientist, researcher, photographer or writer or the circumstances described in the text or shown in the Materials. In no event shall the name or trademark of the Society or any affiliate company or any Society publications be used for any advertising or promotional purposes in connection with the publishing of the Materials by third parties as allowed by this grant.

6. **PROJECT MEMBERS.** I agree to bind all members of the Project, Project Members being: *list project members* to the terms of this agreement, including but without limitation, granting the Society specified rights in the Project and Materials created on the Project, and releasing the Society and its subsidiaries from any liability for injury to person or property arising out of the Project. To this effect, I agree to obtain from each Project member, before receipt of my grant, an executed Project Member Agreement in a form attached as Exhibit A to this agreement.

7. **NEWS ACCOUNTS.** I will not enter into any discussion with any major publication, news gathering or disseminating agency, radio broadcast or television company, or anyone else, to release news or information concerning the Project without the prior coordination with and written approval of the Society. Nevertheless, I may provide academic and technical journals with information about the Project for the purpose of informing their members and their communities. In any newspaper account or other publicity or in any popular technical articles that may be published on the Project, subject to the written approval of the Society, I will take all necessary steps to ensure that proper acknowledgment is given to the Society as funder of the Project.

8. **EMBARGO.** As long as the Society maintains an embargo, I will not directly sell or license any Material, or any text account or oral account of the Project, for publication to *Lide a Zeme* (Czech Republic) or *Airone* or *Airone Jr.* magazines (Italy).

9. **LIABILITY RELEASE.** I understand that neither the Society nor its subsidiaries or affiliates assumes any responsibility for my health, safety or property or that of any person accompanying or assisting me, and I specifically release the Society and its subsidiaries and affiliates from any responsibility for loss or damage to my person or personal property arising out of the Project or the preparations therefor.

10. **PERSONAL RELEASE.** The Society may use my name, voice, likeness and biographical material, or that of any member of the Project, in connection with the Society's publication and other rights herein; and may use my name, voice, likeness, and biographical information for advertising, publicity and promotion in connection with the Project and any products describing the Project, and for institutional purposes, but not as an endorsement for any product or service. I specifically agree that this release affords the Society the right to feature me in a popular article, documentary film, news segment or other short television program, book, electronic work, lecture, dramatic motion picture or exhibition and to exploit and distribute same throughout the universe in all media, now known or hereinafter developed, in perpetuity.

11. **WARRANTIES.** I warrant and represent that: (a) I am ready, able and willing and will render services in accordance with the terms and provisions of this grant and will comply with all the terms and provisions of this grant; (b) except as otherwise disclosed to the Society in writing, all Photographs and Footage I prepare will be original with me; (c) the Society will not incur any liability or obligation, financial or otherwise to any third party based on the creation, production and use of the Photographs or Footage or other works of mine or Project members in relation to the Project; (d) I will not enter into any other commitments which will in any way conflict with or adversely affect my performance under this grant; (e) in conducting the activities covered by this grant, I will act at all times in accordance with all applicable laws and regulations; and (f) I will fully indemnify the Society and its subsidiaries or affiliates for any losses or damages resulting from my violations of any applicable laws and regulations or breach of any of my obligations, agreements or warranties hereunder.

12. **LAW AND VENUE.** This agreement shall be governed in all respects by the laws of the District of Columbia, excluding its conflicts of laws provisions. Any dispute arising out of or in connection with this agreement or grant shall be submitted to mediation in the District of Columbia in accordance with the rules of the American Arbitration Association. In the event the parties are unable to resolve the dispute through mediation, the dispute will be finally resolved through arbitration in the District of Columbia in accordance with the rules of the American Arbitration Association. Each party retains the right to obtain judicial assistance: (1) to compel arbitration; (2) to obtain interim measures of protection pending or during arbitration; and (3) to enforce any decision of the arbitrator, including the final award.

13. **RELATIONSHIP.** Nothing herein shall be deemed to create an employment relationship, association, partnership or joint venture between me or the other members of the Project and Society hereunder. It is specifically understood that I will organize the Project as an independent contractor without any right to bind the Society in any way, and that any and all obligations incurred by me in connection with the Project will be at my own risk without obligation of any kind on the part of the Society except as expressly stated in this agreement.

14. **TAX MATTERS.** I agree that I will review the enclosed information regarding U.S. tax obligations associated with the payment(s) I will receive from the Society and will provide the Society with any required documentation prior to receipt of payment(s) from the Society. I understand that in order to comply with U.S. tax reporting and withholding requirements, the Society will rely on the information that I provide on Internal Revenue Service forms or other tax certification forms and I agree to inform the Society within thirty (30) days of any material changes to the information that I provide. I acknowledge that I have been advised by the Society to consult with my own tax advisor in connection with my tax liability and reporting obligations. I will be solely responsible for any and all of my tax liabilities and reporting obligations, in whichever jurisdiction I am responsible for filing and paying, and I acknowledge that the Society has no liability or obligation in this regard.

15. **ASSIGNMENT.** This agreement is personal to *org abbrev*, which may not assign the rights or delegate any of the duties described herein to a third party without the prior written consent of the Society. The Society may assign or license any rights under this agreement to a subsidiary or other affiliate, or to any third party so long as the product or publication bears a National Geographic trademark and is subject to the Society's Editorial Control. For purposes of this agreement, "Editorial Control" means the right to review, formulate standards for, or to exercise a veto over the appearance, text, Use or promotion of the product.

16. **NO OBLIGATION TO PUBLISH.** The Society shall have no obligation to exercise any or all of its rights hereunder, and the Society shall have fully discharged its duties hereunder by paying the grant referenced in this agreement.

17. **CERTIFICATION.** By countersigning this agreement, I certify that my organization does not and will not promote or engage in violence or terrorism, nor will my organization make sub-grants or other payments to any entity that engages in such activities.

18. **U.S. FOREIGN TRADE CONTROLS.** By countersigning this agreement, I acknowledge that I am aware of, and agree to comply fully with, U.S. foreign trade controls that govern travel to, and transactions with, countries such as Cuba, Iran, Sudan, Syria, and other U.S.-sanctioned countries, including any such controls that may be imposed in the future during the period of my grant. Specifically, I acknowledge that I am aware of and agree to comply with the regulations of the U.S. Department of the Treasury governing travel to and trade with countries subject to U.S. economic sanctions (31 Code of Federal Regulations Parts 500-598) and also with the Export Administration Regulations of the U.S. Department of Commerce (15 Code of Federal Regulations Parts 730-774). I also agree that, before any funds are disbursed under this grant, I will provide the Society with copies of any authorizations from the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") necessary to carry out my grant, or copies of correspondence from OFAC confirming that no specific authorizations are necessary. I also represent and warrant to the Society that in seeking authorizations from OFAC and/or confirmation that no such authorizations are necessary, I fully disclosed the nature of my grant and its participants and identified the Society as a source of funding. I also agree that I will keep all necessary records to show that I have complied with U.S. foreign trade controls. Finally, I acknowledge that I have been advised by the Society to consult with my own legal counsel in connection with my obligations under U.S. foreign trade controls.

19. **HEADINGS.** The headings at the beginning of each paragraph hereunder are for reference only and shall not affect the meaning or construction of this agreement.

20. **COMPLETE AGREEMENT.** This document and any documents incorporated herein by reference constitute the entire agreement between me and the Society, and its terms cannot be altered except by an instrument in writing signed by me and a duly authorized representative of the Society

My signature below indicates my acceptance of, and agreement to, the above terms.

PRINCIPAL ACTOR
organization

NAME OF AUTHORIZED REPRESENTATIVE OF PRINCIPAL ACTOR

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF PRINCIPAL ACTOR

WITNESS

NAME OF WITNESS

SIGNATURE OF WITNESS

DATE

EXHIBIT A -- PROJECT MEMBER AGREEMENT

TITLE OF PROJECT: *project title*

LOCATION OF PROJECT: *village, country*

In consideration of my participation in the Project, I grant _____
THE "PROJECT LEADER" [PRINCIPAL ACTOR] the exclusive right to coordinate and approve in advance publication, exhibition or other presentation of accounts of the Project or information about the same in all forms of media now existing or subsequently discovered, including but not limited to: (i) magazine article; (ii) book; (iii) documentary film; (iv) news segment or other short television program; (v) lecture; (vi) photograph; (vii) audiovisual work; (viii) on-line website; and (ix) electronic publishing (e.g., CD ROM).

I acknowledge and agree that the Project Leader will coordinate all publicity connected with the Project. I further acknowledge and agree I will not enter into any discussion or agreement with any newspaper, publication, newsgathering, or disseminating agency, radio broadcasting, or television or film company or anyone else to release news information concerning the Project without the Project Leader's prior permission. Further, I will not give any interviews to newspapers, magazines, or any other newsgathering organizations without the Project Leader's prior written permission.

I expressly recognize and agree that I may be at risk of bodily harm or death during the Project and that I freely and knowingly undertake the Project with full awareness of the attendant risks. I specifically release the Project Leader and National Geographic Society (the "Society"), and its subsidiaries and affiliate companies, from any and all liability and responsibility for my personal safety and welfare and for any loss or damage to my person or personal property arising from the Project or preparations therefor. I understand and agree that I am responsible for obtaining at my expense any insurance coverage that I consider appropriate.

I further acknowledge that I have read the Great Energy Challenge Grant Agreement for

GRANT NUMBER: GEC-XX-XX

TITLE OF PROJECT: *project title*

and agree to be personally bound thereby, including making available to the Society on the terms in the agreement any photographs, film, video, or audio recordings I may make on the Project. I authorize the Project Leader to enter into said Grant and provide the rights described therein and will not amend or modify my agreement with the Project Leader in any manner that would interfere with the exercise or use of such rights. I will look solely to the Project Leader for all compensation and other remuneration for any and all services rendered and rights granted by me under said Grant.

Agreed and Accepted

NAME, ORGANIZATION	SIGNATURE	ADDRESS
<i>name, organization of grantee</i>		
<i>name, organization of project member</i>		

EXHIBIT B – PROJECT OVERVIEW

project title

project abstract

Goal:

[INSERT GOAL]

Objectives:

[INSERT OBJECTIVES]

Grant Amount: \$125,000.00 (USD)

EXHIBIT C - PROGRAM INDICATORS

list project indicators as written in proposal