



Independent Contractor Services Agreement

This Agreement ("Agreement") is made _____ between GLOBAL REPORTERS FOR THE CARIBBEAN ("the Company"), a company organized under the laws of Florida, United States of America and the individual or corporate entity who requires the Company's services (the "Client") hereinafter referred to as a "Party," and collectively, as the "Parties."

NOW THEREFORE IT IS AGREED AS FOLLOWS:-

Client agrees to purchase and Company agrees to deliver the services (the "Services") described in Appendix A outlining the project (the "Project"), which may be further adjusted by mutual agreement of the parties in writing.

Company will carry out the Services and deliver any requested media content "the Work Product" in accordance with the specifications, and on the schedule, identified in the Project.

1. **Term.** This Agreement will take effect on the date as outlined in the first paragraph of this Agreement and will continue in force for as long as Company is working on the Project for Client, unless earlier terminated as described herein, or unless otherwise specified in writing.
2. **Performance of Work.** To complete work for Client, Company may hire subcontractor(s), provided that the requirements of the Project are met and that all such work and services will be performed in a professional, workmanlike manner.
3. **Compensation.** The amount and timing of compensation for the Services are outlined in Appendix B and will be known as the "Project Fee". All payments should be made in US Dollars by Client to Company in connection with this Agreement, unless otherwise agreed-upon in writing. **Form of Payment:** Payment will be made in the form of a wire or electronic bank transfer.
4. **Sales Tax.** Company may charge sales tax in keeping with local laws where the work is being performed.

5. **Expenses.** Company acknowledges and agrees that the Company shall be responsible for any and all expenses whatsoever incurred in relation to this Agreement, except for those outlined in Appendix C. Client shall not be liable to Company for any expenses incurred whatsoever by the Company unless otherwise agreed to in writing.

(a) **Reimbursable Expenses:** In the event Client and Company expressly agree to reimbursement of certain itemized expenses, Company and its subcontractors shall be required to keep any and all expense receipts and to submit same receipts to Client in a format and manner consistent with Client's requests.

(b) **Unforeseen Expenses:** In the event Company encounters unforeseen expenses for which reimbursement will be sought, Company is under an obligation to notify Client of said expenses prior to incurring the expense and to obtain written agreement from Client to incur said reimbursable expenses. Failure to obtain prior written consent to incur said expenses is a waiver of Company's claim to said reimbursements.

6. **Independent Contractor.** This Agreement shall not render the Company an employee, partner, agent of, or joint venturer with the Client for any purpose. The Company and any of its subcontractors are and will remain independent contractors of the Client.

(a) **Taxes:** The Client shall not be responsible for withholding taxes with respect to the Company's compensation hereunder. Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by Client on behalf of the Company or for the subcontractors of Company. Company shall be responsible to pay all taxes as mandated by law.

(b) **Fringe Benefits:** Since Company nor its subcontractors are employees of Client's business, they are not eligible for and shall not participate in any employee benefit program of the Client, be it pension, health or other fringe benefits.

(c) **Insurance:** Company will charge Client an additional fee as specified in Appendix B for insurance for its personnel or subcontractors during the project. **In the event of a loss, Client is responsible for any deductible. For insurance bought by the Company, that charge is US\$250.00 immediately payable to the Company by the Client in the case of a loss.**

(d) **No Ability to Contract:** Company has no authority to enter into contracts on behalf of Client or make any statements, representations or commitments of any kind or to take any action binding on the other except to the extent (if any) expressly provided for in this Agreement. Company is prohibited from incurring any liabilities or expenses on behalf of Client except to the extent (if any) expressly provided for in this Agreement.

7. **Submission and Review.** Client will promptly review all deliverables/Work Product submitted by Company to determine if they comply with this Agreement. In the event of non-compliance, Client shall communicate the nature of such noncompliance to Company and grant Company the opportunity to cure the defect by re-submitting the deliverables/Work Product within an agreed-upon deadline. Client will promptly review re-submitted materials. In the event that the re-submitted materials contain the same or further defects or the Company does not re-submit the deliverables/Work Product by the agreed-upon deadline with no communication regarding the delay in re-submission, Client may terminate this Agreement for cause.
8. **Credits.** For Work Product produced or worked on by Company for Client, Client agrees to list Company in the credits of any production in which the Work Product is embedded.
9. **Transfer of Property and Usage:** Upon payment of the Project Fee herein:-
 - (a) Company will assign all rights, titles and interests in the relevant Work Product to Client, including all copyrights and other intellectual property rights 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 Work Product.
 - (b) For any intellectual property right that cannot be assigned to Client by Company, Company will let Client know at the time when any such media content is requested, and a separate negotiation can be requested by the Client to see if those rights can be transferred to the Client.
 - (c) Company acknowledges that all commissioned Work Product will be used exclusively by the Client and its properties on a worldwide basis on digital platforms, broadcast networks (including TV and radio) and on the Worldwide Web.
 - (d) Client shall be granted with the exclusive rights to develop, produce, exhibit and exploit all or part of the Work Product, including all ancillary and derivative rights hereof, in any and all media, in perpetuity, throughout the world. Client may edit the Work Product or choose not to use it at its sole discretion.
10. **Use of Pre-Existing Materials Owned By Company and Third-Party Materials.** From time to time, Company may propose to use or incorporate in connection with performance of its services to Client "Company Materials", which are pre-existing materials owned by Company, or "Third-Party Materials", which are not owned or controlled by Company.
 - (a) For Company Materials provided to and accepted by Client to be incorporated into any Work Product, Company may grant to Client a non-exclusive, perpetual, irrevocable and world-wide license to use such materials for an agreed-upon fee. Further, Client can sublicense the provided materials, reproduce them, make derivative

works from them, distribute them, publicly perform them, and publicly display them in any form or medium, whether now known or later developed.

(b) To the extent that Company provides Client with any Third-Party Materials, Company shall (i) disclose to Client the license terms associated with such Third-Party Materials prior to any delivery of the Third-Party Materials to Client or the incorporation of the Third-Party Materials into any Work Product, and (ii) if Client permits their use or incorporation under such terms, Company shall sub-license such Third-Party Materials to Client under such terms, or procure for Client a direct license to such Third-Party Materials from their owner or licensor under such terms with the Client being responsible for any and all such licensing fees. If Company discloses no Third-Party Materials, Company warrants that it will not provide to Client or incorporate into any Work Product any Third-Party Materials.

11. Indemnification. Company will indemnify and hold Client, its successors, assigns, licensees, officers, directors and employees harmless from any claims, matters, complaints, liabilities and actions arising out of Client's engagement of the Company for producing the Work Product, including, but not limited to, claims arising out of contract or tort or Company's failure to comply with applicable laws, rules and regulations concerning intellectual property rights or the withholding and payment of taxes in connection with services rendered to Client pursuant to this Agreement. Further, by undertaking this assignment or agreeing to provide the Work Product to the Client, the Company releases the Client from any liability whatsoever from any property loss, damage, bodily injury (including death), wrongful imprisonment, however caused, which may result during the production of the Work Product. The exception would be as stipulated in Paragraph 6(c), where the Client would be responsible for the deductible in the event of a loss.

12. Confidentiality. Company understands that entering into this Agreement with Client means that the Company will possibly come into contact and/or learn about privileged information pertaining to Client, its operations or its products. Company agrees not to pitch to, divulge or share any of this confidential information, whatsoever, whether in part or in whole, be it story angles or footage to any third party without the expressed written consent of Client or unless required by law and will limit access to confidential information to Company personnel and professional advisors who need to know such information in connection with their work for Client.

13. Non-Solicit. The Client agrees that for a period of two (2) years after the Term of this contract expires, it will not offer to contract directly with any subcontractor of Company that was introduced to it by the Company without the Company's agreement. All attempts to hire Company's subcontractors must go through the Company within the first two years after the Term of this contract expires, and for any such engagement, all payments are to be made to Company by Client under a separate agreement. These payments to Company will cease two (2) years after the Term of this Agreement expires.

14. Termination. Subject to Paragraph 15 called “Cancellation Fee”, termination of this agreement can occur under the following circumstances:

- (a) Without Cause: Client or Company may terminate this Agreement at any time by giving fourteen (14) days written notice to the other Party of its intent to terminate this Agreement.
- (b) With Cause: This Agreement may be terminated upon written notice (i) by either Party in the event of any breach or default in the obligations of the other Party hereunder, which is not cured within thirty (30) days of notice to the other Party; (ii) due to the death or disability of a key employee or subcontractor of Company thereof which in either Party’s judgment prevents Company from performing its obligations under this Agreement.
- (c) With Cause: Client at any time may terminate the engagement of the Company immediately and without prior written notice to the Company if the Company’s principal or its subcontractors are convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Client, exhibits serious misconduct in connection with performance hereunder, the
- (d) Duty Upon Termination: Within five (5) days of termination of the Agreement, Company and its subcontractors shall submit to Client all components of the Work Product, whether incomplete or complete.
- (e) Termination will not affect obligations of either Party which have accrued prior to such termination (including payment obligation for accepted deliverables), and all obligations under this Agreement will be binding upon and enforceable for the benefit of Client, Company, and their respective successors and assigns to the extent permitted herein.

15. Cancellation Fee. If this Agreement is terminated by Client without cause and: (i) prior to the bonafide commencement of the Project by Company, Client shall have no liability to Company for any Project Fee; (ii) after bonafide commencement and prior to 72 hours before the agreed upon final delivery date, or deadline, Client will owe Company a cancellation fee (the “Cancellation Fee”) equal to 50% of the Project Fee; (c) after bonafide commencement and less than 24-hours before the agreed-upon deadline, or after Work Product are submitted in full, Client will owe Company a Cancellation Fee equal to 100% of the Project Fee.

16. Governing Law This Agreement shall be interpreted in accordance with the laws of Florida. If a dispute arises from or relates to this contract or the alleged breach thereof, and if the dispute cannot be settled through negotiations within 30 days, the parties agree to endeavor first to settle the dispute by mediation administered in accordance with American Mediation Society Rules under its Commercial Mediation Procedures. If mediation fails to yield a result, then the matter shall be submitted to arbitration and

such arbitration shall comply with and be governed in accordance with the laws of the State of Florida and by the provisions of the American Arbitration Association (without regard to any choice of law provision). Such arbitration shall be binding on the Parties and the location of the arbitration shall be in the office nearest to Company' address in the State of Florida. Judgment on the award rendered by the arbitrator may be entered in any court in the world having jurisdiction.

17. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein, and it supersedes all prior oral or written commitments, understandings or agreements with respect to the matters provided for herein. It cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing that is communicated and agreed to via letter, email, Signal or WhatsApp or any other electronic messaging medium.

18. Notices. All notices, requests, consents, approvals, or authorizations in connection with this Agreement must be given in writing.

19. Severability. If any part of this Agreement is held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

20. Electronic Signatures. Each Party agrees that the electronic signatures, and the applicable clicks, are intended to have the same force and effect as manual signatures.

Company – Global Reporters for the Caribbean

Client - _____

Signature

Signature

Zahra Burton

Printed Name

Printed Name

Founder and CEO

Title

Title

Date

Date

APPENDIX A

Project description:

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APPENDIX B**Project Fee:**

For services rendered by the Company in order to complete the Project as outlined in Appendix A, the Client agrees to pay the following charges:-

Media Practitioner	Day Rate	# of Days /Minutes Needed	Flat Rate	Amount in USD
Agency Admin				
Fixer				
Reporter				
Videographer				
Sound technician				
Production Coordinator				
Production Manager				
Editor				
Colouring Technician				
Translation				
Subtitling				
Lighting Technician				
Studio Hand/Gaffer				
Studio Rental				
Distribution				

Services				
Insurance				
Customs Broker				
Security Personnel				
Other				
Subtotal				
Sales Tax (15%)				
TOTAL				

50% deposit will be required before starting.

APPENDIX C

Agreed-Upon Expenses

The following costs will be the responsibility of the Client and shall be covered by a member of the Client's crew while on the ground. If not covered by a member of the Client's crew then these expenses will become reimbursable expenses to Company by Client and will be added to the final bill.

- ☐ Film Registration Fee: _____ flat fee.
- ☐ Customs Broker Fee: _____ flat fee.
- ☐ Round-town transportation: _____ \$/day or flat fee.
- ☐ Out-of-town transportation (including tolls): _____ \$/km or flat fee.
- ☐ Parking: _____ \$/hour or flat fee.
- ☐ Meals for each crew member hired: _____ \$/day or flat fee.
- ☐ Hotel Accommodation: _____ \$/night or flat fee.
- ☐ Airline Travel: _____ \$/leg or flat fee.
- ☐ Visas: _____ \$/entry or flat fee.
- ☐ Phone/Internet quick-upload: _____ \$/week or flat fee.
- ☐ Archival Footage: _____ \$/second or minute or flat fee.
- ☐ Music Licenses: _____ \$/second or minute or flat fee.

☐ Distribution Administration: _____ \$/station or flat fee.

☐ Airtime: _____ \$/half-hour or flat fee.

☐ Other: _____ Rate: _____.