



VERRA CONTRIBUTED MATERIAL - SUBMISSION FORM & AGREEMENT

This form is used by the owner of photographic and/or video material (the “Contributed Material”) to grant Verra the right to use and display such Contributed Material for marketing purposes. For example, project proponents interested in having an image of their project displayed on the Verra project database must first complete and submit this form before Verra displays the image.

The owner of the Contributed Material must complete all the required information in the table below, sign the form and agreement and submit it electronically to Verra at communications@verra.org, along with the relevant Contributed Material. All information in the table must be completed using Arial 10pt, black, regular (non-italic) font.

Verra Contributed Material Submission Form	
Date	<input type="text"/>
Contributed Material Owner	<input type="text"/>
Owner’s Contact	<input type="text"/>
Project Details	<input type="text"/>
Contributed Material File Name(s) And Short Description	<input type="text"/>

APPENDIX A: Agreement

The Owner agrees that, in consideration of Verra using the Contributed Material, for marketing purposes, online and/or via other digital/print methods, the Owner hereby makes the following representations and agrees to the following provisions:

1. Definitions

Capitalized terms used in this Verra Contributed Material Submission Form and Agreement shall have the meanings given to them in this section.

- (a) “**Contributed Material**” means the materials described in the Verra Contributed Material Submission Form;
- (b) “**Dispute**” has the meaning ascribed to it in Clause 6: and,
- (c) “**Owner**” means the entity or individual which owns and is submitting this Contributed Material Submission Form and Agreement.

2. Provision of Information and License Grant

The Owner grants to Verra the non-exclusive, perpetual, worldwide, royalty-free right and license to use, reproduce, publicly display, and distribute the Contributed Material and any portion thereof, and make, use, reproduce, publicly display, and distribute derivative works thereof in connection with the promotion and provision of Verra and its programs.

3. Rights to edit the Contributed Material

The Owner hereby acknowledges that Verra, or agents authorized by Verra, may edit the Contributed Material for quality or technical purposes and agrees to the use of these edited versions for marketing purposes.

4. Representations and Warranties

The Owner represents and warrants that:

- 4.1 It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing.
- 4.2 It has the power to execute this Verra Contributed Material Submission Form and Agreement.
- 4.3 All information that is furnished by the Owner relating to this Verra Contributed Material Submission Form and Agreement is true, accurate and complete in all material respects; and
- 4.4 The Owner is the sole owner of all rights in and to the Contributed Material and the right to grant the license granted hereunder. The Owner further represents that it has received all consents and releases necessary for Verra to take advantage of its rights under this Verra Contributed Material Submission Form and Agreement and that the Contributed Material does not infringe the intellectual property rights of any other party. The Owner shall have the sole right, but not the obligation, to apply for copyright registrations of the Contributed Material.

5. Governing Law

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the District of Columbia, USA, without regard to conflict of law principles.

6. Dispute Resolution

Any dispute, controversy or claim arising from or connected with this Verra Contributed Material Submission Form and Agreement, including one regarding the existence, validity or termination of this Verra Contributed Material Submission Form and Agreement or relating to any non-contractual or other obligation arising out of or in connection with this Verra Contributed Material Submission Form and Agreement or the consequences of its nullity (a "Dispute") which is not settled by agreement of the Parties, shall be settled by binding arbitration, in accordance with the JAMS Arbitration Rules in force at the time of commencement of the arbitration, before a sole arbitrator. The arbitration shall take place in Washington, DC, and the results thereof shall be final, non-appealable and enforceable in any court of competent jurisdiction.

The Owner waives any right to refer points of law or to appeal to the courts, to the extent that such waiver can validly be made.

7. Execution and Delivery

Upon receipt by Verra of this duly completed Verra Contributed Material Submission Form and Agreement and all and any other documentation relating thereto and acceptance by Verra of the Verra Contributed Material Submission Form and Agreement, Verra shall notify the Owner of the acceptance of the Verra Contributed Material Submission Form and Agreement.

Upon receipt by the Owner of such acceptance, a binding agreement shall come into effect between the Owner and Verra upon the terms set out in this Appendix A of the Verra Contributed Material Submission Form and Agreement.

Executed for and on behalf of:

Name of Entity: _____

Signature: _____

Name of Signatory: _____

Date: _____