National Geographic Magazine
WASHINGTON, D. C. 20036

KENT J. KOBERSTEEN
ASSISTANT DIRECTOR OF PHOTOGRAPHY

June 14, 1989

Mr. Jerry Greenberg
6840 S.W. 92nd Street
Miami, FL 33156

Dear Jerry:

This letter, when signed by both parties, will constitute your agreement as a freelance photographer with the National Geographic Society ("NGS") to photograph **Pennekamp Reef Park(#05738)** for National Geographic Magazine.

1) This assignment will extend for 20 days. Your compensation will be at the rate of:

(a) $350 per day for days spent shooting or in field research (i.e., research directly germane to producing the coverage); and

(b) one half of the above rate per day for days spent in travel (including arranging or waiting for travel); on standby, in the field or elsewhere; or in consulting with NGS editors ("editorial days").

2) Your compensation is subject to the following provisions:

(a) Work beyond the anticipated assignment days mentioned above will be compensated at the same daily rates as above. Should it become necessary to extend this assignment for additional days, you must get authorization to do so from the Director of Photography, the Assistant Director of Photography or the Illustrations Editor assigned to the project.

(b) The total compensation paid to you for this assignment will be applied against the page rate of $300 a page for the National Geographic Magazine, or a minimum of $100 a transparency, whichever is greater.

3) When working for NGS, you will carefully avoid doing similar work for publications which NGS would consider to be editorially competitive with it. You will advise NGS promptly of any possible conflict of interest that may develop. You also will take care not to grant any prepublication interviews or assist in any way in the preparation of any prepublication articles or other press coverage in any medium which would reveal the subject matter, editorial content or the scheduling of an assignment, article or story for the National Geographic Society.

Mr. Jerry Greenberg
(Pennekamp Reef Park/#05738)

4) By this Agreement you warrant to NGS that publication of any photographs taken by you on this assignment will not infringe upon any right of privacy, copyright or any other proprietary right of a third party.

5) All photographs taken by you under this Agreement will be considered as specially commissioned for use by NGS and upon creation all rights, including the copyright and world publication rights, to these photographs will automatically, by virtue of this Agreement, be deemed transferred exclusively and indefinitely to NGS, subject to the following provisions:

(a) all photographs will be returned to you along with all rights to said photographs under the following conditions: (i) none may be made available to anyone for publication until sixty days after NGS has published its selections; (ii) it is understood that any necessary rights clearance or release for non-NGS publication is your independent responsibility; and (iii) NGS may make and retain copies of some of the photographs ("reference selects") for reference purposes only in its Illustrations Library; YES!

(b) you grant to NGS without additional charge the right to use your name, likeness and biographical material in connection with the publication of any photographs retained by NGS under this Agreement;

(c) NGS may crop your photographs.

6) You undertake all work under this Agreement as an independent contractor. NGS assumes no responsibility for your health, safety or property or that of any person accompanying or assisting you. While on assignment in the field you will be covered by NGS's accident insurance policy, which provides a payment of $200,000 to you in the event of total disability or to your beneficiary, specified below, in the event of death, and lesser coverage for other injuries. The policy also provides up to $10,000 for excess medical coverage, i.e. for costs beyond those covered by your own personal accident and health coverages. The above coverage is restricted to you alone.

7) While you are on NGS assignment, NGS will pay or reimburse you for all reasonable expenses and will supply you with film and processing. At the close of this assignment you will provide NGS with a diary of your activities while on assignment, including an accurate and complete record of the people and places represented in your photographs. A final accounting of expenses, supplies, etc. for an assignment will be due to NGS no later than two weeks after the work on that assignment is finished. Failure to reconcile expense/supply accounts with NGS in a timely manner may impede payment of fees.

8) Your work on this assignment will not be considered complete until so indicated by the Illustrations Editor. At the end of the assignment you will deliver to NGS all photographs you have taken on this assignment as well as complete captions for your photographs. You will be available for a projection session with the editor to explain your work. If you are

4) "any photographs taken by you on this assignment
5) (a) exempts previously taken photos
this agreement." All rights returned."

called back for editorial consultation, you will be paid a fee of $175 per day plus expenses.

9) This agreement cannot be modified except by written instrument signed by both of us.

If the foregoing is acceptable, please sign and return the enclosed copy of the Agreement to me.

Sincerely yours,
NATIONAL GEOGRAPHIC SOCIETY

By Kent J. Kobersteen
Kent J. Kobersteen

Agreed to and Accepted:

Jerry Greenberg
Name

JUNE 14th 89
Date

431-523-822
Social Security/
Federal ID#

JERRY GREENBERG
Check to be Written
to the Order of

©JERRY GREENBERG
Credit Line to read

ALL RIGHTS RESERVED

IDA Z GREENBERG
Insurance Beneficiary

WIFE
Relationship to you

6840 SW 92 ST
MIAMI, FL. 33156
Address

(For NGS records):
Executed copy received:

Date

KJK/mac

only problem I see is Kobersteen did not sign after your additions to Agreed to and Accepted. See 9) above

5(c) is important - it shows they need your permission to crop - so they certainly needed permission to morph!