

Volunteer Photographer Agreement

- I. The safety, privacy and confidentiality of Minnesota’s waiting children and youth are protected in the practices of Minnesota Heart Gallery and the activities of all the program’s volunteers.**
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Data Privacy Practices

I may learn information about a youth/sibling group (such as last name, current residence, date of birth, school, or any other information that could help a person locate or identify the youth) in the course of coordinating and conducting the photo shoot and/or in sharing the digital images that is considered **“nonpublic information”**.

For the purposes of Minnesota Heart Gallery, nonpublic information is protected through each photographer’s commitment to keeping confidential all identifying information about a youth/sibling group and by the photographer’s commitment to NOT USE any of the images created via Minnesota Heart Gallery for any purpose without expressed written consent of Ampersand Families, the youth and his/her legal guardian.

After each shoot, I agree to destroy any written information I have regarding the specific child/sibling group. I will not retain information about the youth/sibling group in any database or other electronic filing system.

If I receive a request to release the photographs, I must immediately notify and consult with Ampersand as to how I should respond to the request.

If any unauthorized release of protected images should occur (for example, hardware containing digital images is stolen), I am required to promptly (within 24 hours) report the incident to Ampersand Families.

I agree to sign the Work For Hire Agreement required by the State of Minnesota; The attachment to the agreement outlines important data privacy practices for working with youth in foster care and is part of Ampersand Families’ legally binding contract with MN Department of Human Services.

Other Safety Precautions

I will not communicate directly with the youth prior to or after the photography shoot, and will only coordinate my involvement with this youth through an authorized adult (social worker, foster parent, etc.). I will not provide my contact information to a youth. Any contact info provided to a foster parent will be my professional office or studio contact only.

I will not spend time alone with the youth.

I will not transport the youth and/or his/her representatives.

I will alert the Minnesota Heart Gallery and the youth’s social worker regarding any unusual occurrences, including the youth’s attempt to contact me independently, challenging or inappropriate behavior on the part of any project participants, etc.

I declare that I have not been convicted of a crime against children, nor am I currently under investigation for such.

2. All the images of waiting youth photographers capture must be delivered digitally to Ampersand Families, and are the property of Minnesota Heart Gallery. Photographers may not sell, distribute or display Heart Gallery images.

The images I create will be used by Ampersand Families/Heart Gallery and the child's social worker only for adoption recruitment and awareness.

The child also receives a copy of the digital images for his/her own personal, non-commercial use (photographer provides permission for reprints).

I may not use photographs or any representation of photographs taken for Heart Gallery for any other purpose, including advertising, portfolios, websites, or displays. I cannot sell, distribute or display Heart Gallery images.

As a professional photographer, I recognize that I have a *duty not to infringe on intellectual property rights of others*. I attest that works I submit to Minnesota Heart Gallery will be works I have created that do not and will not infringe upon any intellectual property rights of other persons or entities.

I understand that, given the wide variety of circumstances in the lives of waiting children, there is not a guarantee that my photograph will be publicly displayed in community exhibits and/or on-line.

I understand that Minnesota Heart Gallery will make reasonable efforts to ensure that I will be given credit for the photographs I have taken unless security or other extraordinary circumstances demand otherwise. Photographers are generally credited by name for their created images used in printed materials and in the virtual Heart Gallery on-line (www.minnesotaheartgallery.org).

3. I provide my professional photography services to Minnesota Heart Gallery on a volunteer basis, unless otherwise agreed upon.

Minnesota Heart Gallery does its best to promote and support its volunteer photographers. Photographers are credited by name when images are used in print or on-line; links to photographer's websites are posted on www.minnesotaheartgallery.org; photographers are listed in Ampersand Families' donor reports for professional services contributed.

As a volunteer with Minnesota Heart Gallery, I am allowed and encouraged to promote my participation in the program on my own promotional materials and/or website (link to www.minnesotaheartgallery.org). At my request, Ampersand Families will provide me with a Minnesota Heart Gallery logo to use for promotional materials. I MAY NOT use MN Department of Human Services logo for any purposes without express written consent. I MAY NOT use any images of Heart Gallery children for promotional purposes.

I may list Minnesota Heart Gallery and/or Ampersand Families in a client list or personal resume.

I understand that my role as a volunteer for Minnesota Heart Gallery is to capture images that highlight the personality and energy of the youth. A positive experience for the youth (most of whom will be having their first experience with a professional photographer) and production of photos to support adoption recruitment are the priorities at each photo shoot.

4. Coordination of a time and place for each photo shoot is completed by the Volunteer Photographer and the social worker/adoption recruiter for the youth. Both professionals must be proactive and reliable in order for shoots to be completed successfully.

I understand that I will be contacted by Minnesota Heart Gallery staff when a shoot is needed for youth in the geographic area in which I work. I agree to respond promptly to the inquiry regarding whether or not I am available to complete the shoot in a timely manner.

Once I have agreed to do the shoot, I will follow the procedures outlined on the Heart Gallery Website and Shoot Information Form, including prompt communications with the youth's social worker. I also agree to promptly communicate any changes in my ability to complete the shoot as soon as I become aware of them.

I understand that I cannot hold the Minnesota Heart Gallery, its volunteers, or participants liable or otherwise responsible for any accident or injury to me or my property.

Photographer agrees to above, and acknowledges that she or he is authorized to execute this Agreement.

Photographer's signature below also grants a general media release to Ampersand Families/Minnesota Heart Gallery to use the Heart Gallery images I created for general promotional materials and activities to market or fund Minnesota Heart Gallery.

Agreement good for two years from signature date, unless terminated in writing by either party.

Photographer Name _____
(Printed) (Signature)

Date _____

FOR AMPERSAND FAMILIES

Name _____
(Printed) (Signature)

Date _____

You must also sign and submit the Photographer Works Made Fore Hire Agreement, Privacy & Confidentiality Agreement, and review the Photographer Information Privacy & Security and Intellectual Property Rights Agreement.



MN Department of Human Services funds Minnesota Heart Gallery through the Permanency Support Services contract.