

# Terms of Reference for Photographer and Videographer – Coverage of response of Hurricane Matthew in Haiti {starting immediately for four months}

# 1) Rationale and Context of the Assignment:

The Consultant will provide photographic and video coverage, as directed by UN Women personnel, of assigned events, meetings or other photo/video reportage, for immediate use on UN Women's websites and social media accounts, as well as sharing for use by sister UN agencies, media and the public. (the "Assignment").

The photographer and videographer will be recruited as a Retainer and local consultant (for 20 days over four months), based in Port-au-Prince, to create a comprehensive photo gallery and audiovisual product/s of UN Women's response to the devastation caused by hurricane Matthew. This will imply conducting field visits to the affected areas and reporting on the progress of UN Women activities on the ground, starting immediately. Ahead of each specific mission, detailed instructions on the expectations of coverage (e.g. the nature of the activities being carried out, the people who will be present on the ground and whether or not they are to appear in the coverage) will be provided.

The purpose of this assignment will be to show the actions taken by UN Women in response to the specific needs of women and girls; while providing an idea of damages caused by the hurricane in the affected areas. Coverage of projects, events, meetings, etc, in other than the areas affected by the hurricane, including Port-au-Prince, might also be requested as part of the assignment.

## 2) Deliverables:

The Consultant shall provide and transmit, under the advice of UN Women personnel, a selection of the best images (20 or fewer, but inclusive of all key moments) and video files at the end of each day of work. Resize optimized images, if necessary, for transmission. Files should be sent either via wetransfer or dropbox to a contact person that will be identified as soon as the photographer/videographer is operational.

The transmission of the audiovisual files will be done in accordance with the DAMS Field Office Guide attached to the TOR.

Photographer should send an alert email to ensure the photos do not get stuck in the spam folder.

Additionally, within one week of the completion of the Assignment, the Consultant will provide the entire take of all photographs and video clippings from the Assignment and a selection of approximately the 50 best photographs edited and optimized in high resolution with metadata in all of the photographs. Digital originals should be shot at the highest resolution that the camera



permits. The minimum resolution accepted is 4000 pixels on the long side, saved as jpeg 10 or above.

Each image from the optimized edit as well as the full take must include in the IPTC metadata: the full name of the photographer for photo credit, the name of the event, the date, the venue, and the city/country. If possible and relevant, names and titles should be included as well. IPTC metadata can be embedded within the photo through the use of image editing software such as Photoshop, Lightroom, or Photo Mechanic. In addition to required info, a descriptive caption written in complete sentences in either English or French is mandatory. The caption should describe the who, what, when and where of the photo.

Please note that key images must be shot in horizontal format. UN Women's website is built around horizontal images, and the lead photos from the events during the Assignment will need to be cropped to fit in a 638x300 pixel template. The Consultant will need to keep this space in mind and leave some room to crop horizontally.

Photos of UN Women's Executive Director by the Consultant cannot be distributed to any press or be posted to social media, Flickr or to UN Women websites without the sign-off of the Executive Director's office or the HQ comms team. For approval by the Executive Director, photographer must have the capability to either tag approved photos in camera or mark approved photos in editing software.

## 3) Responsibilities of UN Women and the Consultant

- a) UN Women shall provide:
  - a. Programme information and editorial guidance to the Consultant to enable him/her to understand the Deliverables required and generate captions to embed in the photographs;
  - b. Transportation necessary to complete photo assignments
  - c. Photography/Video credentials and clearances (if needed)
- b) The Consultant shall:
  - a. Abide by the UN Women Photo Policy and Guidelines and the audiovisual production and pre-production tip sheets (see documents attached).

# 4) **Duty Station:**

Haiti, Port au Prince

#### 5) Travel:



Travelling to the areas affected by the hurricane is expected with a regularity of once every two weeks on an average basis. The exact assignments for each of the visits will need to be defined at a later stage ahead of the visits themselves. Visits to other areas where UN Women has been carrying out other projects prior to the hurricane might also be envisaged.

# 6) Supervisor:

The Consultant's services and Deliverables shall be reviewed by the National Communications Officer in Haiti, with support from HQ Comms Photographer Ryan Brown and HQ Media Specialist Maria Sanchez where necessary.

## 7) Performance Indicators for Evaluation of Deliverables:

Photographs/Video produced on the Assignment will successfully capture and emotionally express the core elements of the situation assigned for coverage. The coverage will include different visual perspectives (close-up, medium range, long distance), with a preference for horizontal framing, as noted. Photos will be technically good (properly exposed, framed, focused, and edits well optimized). Complete caption information and other metadata will be embedded in the files, as described. Deadlines for file transmission will be met as described in section 2.

# 8) Qualifications or Specialized Knowledge/Experience Required:

- a) Demonstrable prior experience in photographing and recording similar projects/activities, with portfolio provided upon request;
- b) Ability to deliver products according to the specified technical requirements;
- c) Bilingual skills fluency in English and French. Knowledge of Creole would be a plus.

## 9) Warranties, Consent and Intellectual Property

- a) The Consultant represents and warrants that he/she has not, and undertakes that he/she shall not, infringe any third party intellectual property rights in performing any activities pursuant to the Contract. The Consultant represents and warrants that that he/she shall perform the activities pursuant to the UN Women Photo Policy and Guidelines including obtaining written consent when required, including from survivors of violence and from the legal guardian/s of children under 18 years of age.<sup>1</sup>
- b) The Consultant shall indemnify, hold and save harmless, and defend, at its own expense, UN Women, its officials, employees, consultants, agents or other representatives from and against all suits, claims, demands, and liability of any nature or kind, including their costs

<sup>&</sup>lt;sup>1</sup> For a model UN Women consent form, see Annex 1 of the UN Women Photo Policy and Guidelines.



and expenses arising out the Consultant's violations of the representations and warranties above.

- c) The indemnity set forth, above, shall not apply to:
  - a. A claim of infringement resulting from the Consultant's compliance with specific written instructions by UN Women directing a change in the specifications for the Deliverables or directing a manner of performance of the Contract not normally used by the Consultant; or
  - b. A claim of infringement resulting from additions to or changes in any Deliverables furnished under the Contract if UN Women or another party acting under the direction of UN Women made the changes.
- d) UN Women shall advise the Consultant about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Consultant shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UN Women or any matter relating thereto, for which only UN Women itself is authorized to assert and maintain. UN Women shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.
- e) In the event the use by UN Women of any Deliverables provided to UN Women by the Consultant, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Consultant, at its sole cost and expense, shall, promptly, either:
  - a. procure for UN Women the unrestricted right to continue using such Deliverables provided to UN Women;
  - b. replace or modify the Deliverables provided to UN Women, or part thereof, with the equivalent or better product, or part thereof, that is non-infringing; or,
  - c. refund to UN Women the full price paid by UN Women for the right to have or use such Deliverables, or part thereof.
- f) UN Women confirms that the whole of the copyright present, future or contingent whatsoever and all other right, title and interest in and to the Deliverables shall be vested in the Consultant throughout the world in accordance with all applicable copyright laws. The Consultant further acknowledges and agrees that UN Women shall have the unconditional non-exclusive and perpetual right to make use of the Deliverables including but not limited to the entire take of all photographs from the Assignment in such manner as UN Women shall in its sole discretion think fit including without limitation the right to



include the Deliverables on its own website and/or in any other public relations materials used to promote UN Women. UN Women may re-edit the Deliverables or any part thereof as convenient for its own exploitation of the Deliverables in any medium. UN Women may provide the Deliverables to other UN agencies and the media at no cost and may apply a Creative Commons Attribution-NonCommercial-NoDeriv 2.0 Generic license to the Deliverables.

g) The provisions of this section 9 of the Terms of Reference shall supersede any inconsistent terms in the Contract for Consultant including the Conditions of Service for Consultants.