

WORK FOR HIRE AGREEMENT

This agreement is made by and between Edwin Omar Reyes (hereinafter, “**Contractor**”) and the Corporación para la Promoción de Puerto Rico como Destino, Inc. d/b/a Discovery Puerto Rico (“**DMO**”), a corporation organized under the laws of Puerto Rico, as of the date set forth below.

WHEREAS DMO desires to retain the services of Contractor for photography editing and videography services. DMO will provide Contractor with editorial and thematic guidance, and photographic color presets to match our brand look and feel. Contractor will work out of the DMO offices for the extension of this contract unless otherwise agreed to or while on assignment.

WHEREAS Contractor is willing and able to provide such services in accordance with the terms set forth herein;

NOW, THEREFORE in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

A. RETENTION OF CONTRACTOR

1. DMO hereby retains the services of Contractor for \$350 per day. DMO will also cover additional expenses related to transportation, car rental, and production expenses (these need to be preapproved by DMO agent and receipts must be provided in order to cover the expense), hereinafter, the “**Services**”.
2. Contractor agrees to work 2 to 3 days a week and will establish those days as agreed to with DMO agent, at least two weeks ahead of time.
3. Contractor is an independent contractor and not an employee of DMO. Unless otherwise agreed in writing, Contractor shall not be eligible for any benefits, programs, or particular treatment to which DMO employees may be entitled.

B. TERM OF THE AGREEMENT

1. The term of this Agreement shall commence on June 16th, 2019 and shall continue until August 15th, 2019.
2. This term shall apply to the obligation to provide Services and submit the Final Product and Materials to DMO.

C. DUTIES OF CONTRACTOR

1. Contractor shall provide the Services in accordance with the terms and specifications set forth in **Schedule A**, which is incorporated by reference and made an essential part of this Agreement.

2. Contractor shall provide all necessary equipment, instruments, work space, tools, know-how and personnel to carry out the Services for which it was hired. Unless otherwise specified in writing, Contractor may not rely on the DMO's administrative staff, personnel, equipment, or workspace in order to carry out the Services, nor may it seek reimbursement of expenses associated with having all necessary items and personnel to perform the Services.
3. At the conclusion of the Term, Contractor shall submit to DMO the Final Product and shall further submit any and all drafts, proofs, negatives, or any other expression of the Final Product and/or Services, including but not limited to any tangible materials created as a result of the services, whether or not Contractor decided to incorporate or use them within the final work product submitted to DMO (all together, including the Final Product, the "**Materials**").
4. For the duration of the Term and for an additional 90 days thereafter, or until DMO advises Contractor that it is no longer necessary, whichever comes first, Contractor shall maintain a copy of all the Materials, including all raw materials created in the process of performing the Services. The purpose of this clause is to ensure that DMO has sufficient time and opportunity to back up all the data and other components that comprise the Materials.

D. COMPENSATION

1. In full compensation for all services to be provided by Contractor, the Materials, and all rights referenced herein, including but not limited to rights over the Materials, DMO shall compensate Contractor as follows:
 - (a) DMO shall pay invoices within sixty days of such invoices being received by DMO.
 - (b) Invoicing terms and timing are specified in **Schedule B**, which is incorporated by reference and made a part of this Agreement.
 - (c) Prior to submitting invoices, Contractor shall submit the following certifications:

[List.]

2. For the avoidance of doubt, the compensation set forth above includes full compensation for ownership over the product of all Services, including but not limited to the Materials, and Contractor shall not be entitled to any further compensation, royalties, or proceeds resulting from the use and/or commercialization of the Materials or any part thereof.

E. OWNERSHIP RIGHTS

1. It is understood and accepted that the Materials will be developed by Contractor for the sole and exclusive use of DMO. DMO shall be deemed to be the sole and exclusive owner of all right, title, and interest therein, including all copyrights and proprietary rights relating thereto. All work performed by Contractor on the Project, and all Materials generated in connection therewith, are and shall be considered “works made for hire” under U.S. Copyright law and, as such, shall be owned by and for the benefit of DMO.
2. Contractor recognizes and accepts that it does not have any moral rights over the Materials or any work performed by Contractor in light of their status as works made for hire.
3. In the event that there should be a determination that the Materials –or any part thereof- do not qualify as a work made for hire, Contractor will and hereby does assign to DMO all right, title, and interest that it may possess in such Materials, including, but not limited to, all copyright and proprietary rights relating thereto. In such a case, Contractor shall further assign and/or waive, to the fullest extent permissible at law, any and all moral rights that may attach to the Materials.
4. At DMO’s request, Contractor shall execute any documents deemed necessary or convenient by DMO to confirm that the Materials (or any part thereof) are a work made for hire or to effectuate the assignment to DMO. Contractor shall further cooperate with DMO as DMO deems convenient or necessary in connection with the preparation and submission of any application for registration of copyright, trademark, and/or patent in connection with the Materials. DMO shall bear all expenses in connection with preparing and submitting any such documents.
5. DMO shall have the exclusive right, in its sole discretion, to prosecute lawsuits against third parties for infringement of its rights in the Materials. Any such lawsuit shall be prosecuted at DMO’s expense and all proceeds recovered therefrom will be retained by DMO. Contractor agrees to fully cooperate with DMO in the prosecution of any such lawsuit, subject to reimbursement of any previously approved expenses by DMO.
6. The grant of rights and obligations set forth under this clause E are not subject to expiration or limitations. For the avoidance of doubt, it is the parties’ express intention that all rights over the Materials, including but not limited to copyrights, trademarks, patents, and any other, belong solely and exclusively to DMO.
7. At its sole discretion, and in accordance with the internal policy applicable at the time of any use of the Materials, DMO may identify Contractor in the credits associated with the Materials. Any failure by DMO to credit Contractor shall not be deemed a material breach of this Agreement and shall not give rise to any claim against DMO.

F. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

1. Contractor represents and warrants to DMO that it is free to enter into this Agreement and that its performance thereunder does not conflict with any other agreement to which Contractor may be a party.
2. Contractor represents and warrants to DMO that the Materials it creates are unique and original, and clear of any claims or encumbrances, and do not infringe the rights of any third parties.
3. Contractor agrees to defend, indemnify and hold DMO, its parent, subsidiary, and related corporations, officers, directors, employees, agents, and representatives, harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against DMO based on a breach by Contractor of any representation and/or warranty made in this Agreement.

G. CONFIDENTIALITY

Contractor recognizes that during the course of providing the Services to DMO, Contractor may have the occasion to conceive, create, develop, review, or receive information which is considered by DMO to be confidential or proprietary, including information relating to creations, publicity and/or advertising campaigns, inventions, patent, trademark, copyright, improvements, know how, specifications, drawings, cost, data, process flow diagrams, customer and supplier lists, bills, ideas, and/or any other written material referring to same (hereinafter, “**Confidential Information**”). Both during the Term of this Agreement and after:

- (1) Contractor agrees to maintain in confidence the Confidential Information unless or until: (1) it shall have been made public by an act or omission of a party not attributable to Contractor itself; (2) Contractor receives such Confidential Information from an unrelated third party on a non-confidential basis; or (3) DMO otherwise authorizes in writing that such Confidential Information be disclosed.
- (2) Contractor further agrees to use all reasonable precautions to ensure that all such Confidential Information is properly protected and kept from unauthorized persons or disclosure.
- (3) If requested by DMO, Contractor agrees to promptly return to DMO all materials, writings, equipment, models, mechanisms, and the like obtained from or through DMO, including but not limited to all Confidential Information, all of which Contractor recognizes is the sole and exclusive property of Contractor.
- (4) Contractor agrees that it will not, without first obtaining prior written permission from DMO: (1) directly or indirectly utilize the Confidential Information for any

purpose, including but not limited in its own business; (2) create, manufacture, sell, trademark, copyright, or otherwise commercialize any product or material based in whole or in part in such Confidential Information; and (3) disclose such Confidential Information to any third party.

- (5) This confidentiality clause applies and prevents Contractor from including Confidential Information in any social media platform. Contractor shall obtain written consent from DMO prior to posting any details about the Services or the Project on any social media platform or otherwise disclosing to any third party.

H. INSURANCE

1. Prior to the commencement of this Agreement, Contractor shall obtain and maintain an insurance policy that covers any and all damages to property or personal injury related in any way to the Services to be performed by Contractor, including but not limited to insurance that adequately protects all property and personnel working with Contractor for the performance of the Services. Such insurance policy shall include DMO as an additional insured.
2. Contractor shall likewise obtain and maintain an insurance policy that covers liability for intellectual property infringement and shall include DMO as an additional insured.
3. Contractor shall consult with DMO the policy limits and shall furnish DMO with evidence of insurance coverage as set forth in this clause.
4. Nothing in this clause prevents Contractor from securing additional insurance as it may deem necessary or convenient.

I. TERMINATION

1. DMO shall have the right to terminate this Agreement without prior notice if Contractor fails to deliver the final work product for which it was hired on or before the due date set forth herein.
2. In case of breach of any other term or condition of this Agreement, either party may terminate *after* providing notice of the breach and a cure period of 10 days, provided that during such period the counterparty does not cure the breach.
3. In the event this Agreement is terminated before the expiration of the Term, DMO shall have a right to request that Contractor provide all Materials already created as of the date of the termination, and DMO shall have the right to claim ownership of such Materials at that stage and in the state they may be, and shall have the right to use such Materials for any purpose whatsoever, including but not limited to use them or

have others use them to create and/or complete the Final Product initially commissioned to Contractor.

J. MISCELLANEOUS

1. This Agreement shall be governed by the laws of Puerto Rico and such laws of the United States as are applicable in Puerto Rico.
2. Any dispute arising in connection with this Agreement shall be resolved by a court sitting in Puerto Rico with jurisdiction over the subject matter. The Parties expressly agree to waive any argument as to personal jurisdiction or venue and accept that any disputes must be resolved by a court in Puerto Rico.
3. Any Notice required by this Agreement shall be made in writing, through certified mail, return receipt requested, with copy by email as follows:

If to DMO:

Corporación para la Promoción de Puerto Rico Como Destino, Inc.
d/b/a Discover Puerto Rico
500 Calle De La Tanca
Suite 402B
San Juan, PR 00901-1969, USA
Attention: Brad Dean
Email: brad.dean@discoverpuertorico.com

If to Contractor:

4. Contractor accepts that its obligations under this Agreement are not assignable without prior written consent from DMO and that it has been selected specifically by DMO to perform the services set forth herein and produce the Materials itself pursuant to the specifications provided by DMO.
5. DMO may assign all of its rights and obligations pursuant to this Agreement without need for prior notice or consent from Contractor.
6. No waiver by either party of any default shall be deemed a waiver of any prior or subsequent default of the same or different provision in this Agreement.
7. This Agreement shall be binding on and inure to the benefit of the Parties, their heirs, administrators, successors, and assigns.

8. If any provision of this Agreement is deemed invalid and/or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining provisions of the Agreement, which shall continue in full force and effect.
9. The Parties agree that they have each had a chance to review and consider this Agreement, and that this Agreement reflects their entire understanding and revokes and supersedes all prior agreements between the Parties. This Agreement shall not be modified or amended except in writing signed by both Parties.
10. For the purposes of interpretation, this Agreement shall be deemed to have been drafted by both parties. Paragraph headings are for convenience only and not intended to expand or restrict the scope or substance of the provisions of this Agreement.
11. This Agreement may be executed in counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

In witness whereof, the parties hereto have caused this Agreement as of the 26st of February, 2019.

CONTRACTOR:	DMO:
 _____ [Signature] Edwin Omar Reyes Cedeno _____ [Name of Signatory] _____ [Title]	 _____ [Signature] Leah Chandler _____ [Name of Signatory] CMO _____ [Title]