



ShotByShot.org
stories of vaccine preventable diseases

CONSENT AND RELEASE AGREEMENT (CARA) & ASSIGNMENT OF COPYRIGHT

Thank you for sharing your story of Vaccine-Preventable Diseases, or assisting others in sharing their story by providing video, audio, writing or other technical assistance (hereinafter such stories are referred to as “THE STORY”). Thank you for permitting the California Immunization Coalition (“CIC”), a non-profit 501(c)(3) organization with offices in Sacramento, California, to include THE STORY in its Shot by Shot: Stories of Vaccine-Preventable Diseases project (“Shot by Shot”) collection.

THE STORY may consist of an audio, video and/or written description of how you or others have been touched by a vaccine-preventable disease. THE STORY includes your name; likeness; narrative story; video presentation; audio presentation (including any written transcript of any audio or video presentation); written work submitted with this Consent and Release Agreement & Assignment of Copyright (hereinafter referred to as The “CARA”); and/or any writing, technical or other contribution you made to THE STORY, its telling, or its memorialization (hereinafter all of the foregoing are collectively referred to as “YOUR WORK”).

In exchange for CIC agreeing to review and consider YOUR WORK for inclusion in Shot by Shot, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you hereby grant and assign to CIC the entire right, title and interest in and to YOUR WORK, including without limitation, all copyrights –unless you have a copyright agreement with another entity. If you have a copyright agreement with another entity, you grant CIC the right to display YOUR WORK on the Shot By Shot website and to share YOUR WORK with individuals and organizations promoting awareness of vaccine-preventable disease or immunizations, unless file sharing is specifically restricted by you, the person featured in the story, or story producer.

For Shot By Shot to use a previously published story (e.g., video, book excerpt, blog, etc) about your experience with a vaccine-preventable disease, we will seek appropriate permission from the story producer and attribution will be provided on the Shot By Shot website. Shot By Shot will never prevent you from re-telling your story to another entity in any way you wish, as long as Shot By Shot and CIC are never associated with any commercial or for-profit endeavors to sell YOUR STORY.

By way of example and not limitation, included in this grant are the following:

1. CIC is granted the right to (a) use; (b) grant permission for others to use; and (c) edit, publish, and display YOUR WORK in any medium, for educational and awareness purposes relating to vaccine-preventable diseases and immunizations.
2. CIC and Shot By Shot will never sell YOUR STORY. We also make it our policy not to allow other users of our story collection to use stories for anything except educational and awareness purposes. No one is allowed to profit from the use of YOUR STORY.
3. CIC may create derivative works based upon YOUR WORK, and all rights granted herein to CIC shall also apply to such derivative works. Derivative works include, without limitation, plays, motion pictures, live performances, photographs, television or Internet programs, educational materials, and all other works for all other media, existing or yet to be invented. All rights and grants herein shall also apply to said derivative works.
4. All rights and grants herein are worldwide and perpetual.

5. Notwithstanding the foregoing or any other provision of this CARA, nothing herein shall obligate CIC to use, publish or display YOUR WORK or any aspect thereof; and CIC is under no obligation to include your name with YOUR WORK (but may do so, if CIC wishes). The rights and grants herein shall not be construed so as to grant the CIC the exclusive right to your life story, but only the rights to YOUR WORK.

An exception is made for story contributions from individuals who have already published or intend to publish written, formats that they wish to also contribute to the Shot By Shot Story collection. The same exception extends to stories branded by an entity which wishes to maintain its legal rights to the work. In such cases, a sharing agreement allowing Shot By Shot to display and/or share the stories is specified by the story contributor.

6. By signing this CARA you represent and warrant that all aspects of YOUR WORK is your own original work; that no individual or entity has any rights in or to YOUR WORK and that you have not entered into any agreement concerning the rights to YOUR WORK other than this CARA (except in cases mentioned in the preceding paragraph).

By signing this release, you hereby warrant that you are either of legal age or have permission from a parent or legal guardian to submit material directly to this site and have every right to contract in your own name in the above regard. You state further that you have read the above authorizations and release prior to its execution, and that you are fully familiar with the contents thereof.

This CARA shall be binding upon you and your heirs, legal representatives, and assigns.
The California Immunization Coalition (CIC) appreciates your time and contributions to the Shot by Shot: Stories of Vaccine-Preventable Diseases project (Shot by Shot).

**This document constitutes a legally binding contract between you and the CIC.
You are invited to have your attorney review it before you sign.**

Your signature below will show that you have read, understand, and agree to the terms of this CARA.

Printed Name: _____

Signature: _____

Date: _____

Email: _____

Phone Number: _____

Interviewee's Name (if other than yourself): _____

Copyright/branding/legal rights to this story belong to a person or organization other than Shot By Shot.
☐ No ☐ Yes (If yes, please write below who has rights so Shot By Shot may confirm permission and attribution.)

Name _____

My story can be shared with educators and immunization advocates who ask Shot By Shot for a copy.
☐ No ☐ Yes