

CCHRSC'S
HR TOOLKIT



TOOL: Sample Policy for Taking Images of Children

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[Insert your organization's name here]

POLICY FOR TAKING “IMAGES” OF CHILDREN

On June 29, 2009, the Board of Directors of _____ approved the Policy for Taking Images of Children. Considering this age of internet access and the sharing of information that goes on, this policy was created to protect the “images” of the children in our care.

All details of this policy are included in the contract between the parents and the center. (see below)

All parents will be required to sign this contract upon registration of their child at _____, and it will remain in effect, forever.

A copy of this contract will always remain in the child's file until they leave the center and the original will be given to the parent upon signing.

After that, the copy will be placed in the centers archives.

BETWEEN: _____, herein represented by _____, Executive Director (hereinafter called “_____”)

AND: _____, mother/father/tutor

of the minor child, _____

residing at _____

(hereinafter called “Parent”)

_____ operates a day care centre in _____;

Parent is the parent of a minor child attending said day care centre;

CPE Lachine agreed to share this document as a resource for the CCHRSC's HR Toolkit. Resources are provided for reference only. Always consult current legislation in your jurisdiction to create policies and procedures that meet the needs of your organization.

Images of, inter-alia, Parent's child and their voice may from time-to-time be taken by photographic, audio or any other means (all hereinafter called "**Images**") by _____, Parent, other parents of other children or by third parties;

The parties desire to protect the security and development of all of the children attending the day care centre insofar as possible;

The Parties hereby consent and agree as follows:

1. The preamble is true and correct and forms part of this Agreement as if recited at length herein.
- 2a. Parent acknowledges and consents that **Images** of, *inter alia*, their minor child may be taken and recorded by electronic, photographic or other means, including but not restricted to audio recorder, digital camera, cellular telephone camera, video camera, digital video camera, photographic camera, and moving picture photographic camera, the whole by _____, _____'s employees, **Parent**, parents of other minor children and third parties present at the day care centre;
- 2b. The parties agree, however, that it is their declared intention that no such **Image** may be published in any manner without the express written consent of at least one parent of each of the minor children appearing in said **Image** or the child itself, if then of major age;
- 2c. Where any such **Image** is published, the child shall not be identified unless with the express written consent of at least one parent of each of the minor children appearing in such **Image** or the child itself, if then of major age;
3. No **Images** may be taken nor published unless the child is suitably dressed to reduce the risk of inappropriate usage;
4. Recognizing the difficulty of controlling the publication of **Images**, the parties undertake, upon becoming aware of the publication of an **Image** of a child which attended or is attending the day care centre, to advise the parents of said child, or the child itself, if then of major age, of any such publication;
5. **Parent** acknowledges that _____ is not and cannot be held responsible for the publication of any **Images** beyond its control and therefore hereby releases _____ from any responsibility therefore;
6. **Parent** hereby expressly consents, on their own behalf and on behalf of their child, that _____ may take, record and publish reasonable **Images** of their child from time-to-time and for such purposes assigns and transfers to **CPEL** any and all personality rights which **Parent** or **Parent's** child may have;
7. Each section of this Agreement is and shall be independent of the other and, in the event that any part of this Agreement is declared invalid, illegal or unenforceable, then the remaining terms, clauses and provisions of this Agreement shall not be affected by such declaration and all the remaining provisions of this Agreement shall remain valid, binding and enforceable.

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8. The parties agree to do, sign and execute all acts and documents necessary or desirable to give full force and effect to this Agreement.
9. THE PARTIES ACKNOWLEDGE THAT THEY HAVE REQUIRED AND CONSENTED THAT THIS AGREEMENT AND ALL DOCUMENTS, NOTICES, CORRESPONDENCE AND LEGAL PROCEEDINGS CONSEQUENT UPON, ANCILLARY OR RELATING DIRECTLY OR INDIRECTLY HERETO, FORMING PART HEREOF OR RESULTING HEREFROM BE DRAWN UP IN ENGLISH.

LES PARTIES RECONNAISSENT QU'ELLES ONT EXIGÉ ET CONSENTI À CE QUE CETTE CONVENTION AINSI QUE TOUS DOCUMENTS, AVIS, CORRESPONDANCE ET PROCÉDURES LÉGALES CONSÉCUTIFS À, AYANT RAPPORT DIRECTEMENT OU INDIRECTEMENT AVEC, FAISANT PARTIE OU DECOULANT DE CETTE CONVENTION SOIENT RÉDIGÉS EN ANGLAIS.

AND THE PARTIES HAVE SIGNED at _____ on this _____ day of _____, 20 ____ .

Per: _____

Executive Director

Parent

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