

TERM SHEET

Effective Date: XXXX

Between:

- (1) **ORGANIZATION AND ADDRESS** and
- (2) **ORGANIZATION AND ADDRESS.**

This term sheet (the “Term Sheet” or “Agreement”) represents the agreement between ORGANIZATION and NYPR (the “Parties”) with respect to the subject matter set forth herein and terms that apply thereto.

ORGANIZATION and NYPR are entering into a partnership, whereby the ORGANIZATION will collaborate with NYPR on its production of, and ORGANIZATION will distribute, a series of broadcast radio segments looking at TOPIC NAME HERE (the “Series”).

Key terms related to the Series and performance hereunder are as follows:

Term	<ul style="list-style-type: none"> • From the Effective Date until the broadcast of the eighth and last episode of the Series.
Series Overview	<ul style="list-style-type: none"> • The Series will include 5 segments, which will be produced and distributed around May 2018. • Each segment will be approximately 7 minutes in length.
Funding	<ul style="list-style-type: none"> • Unless the parties agree otherwise, each party will use and contribute its own resources to performance hereunder, and bear expenses it incurs in connection therewith.
Production	<ul style="list-style-type: none"> • NYPR will be primarily responsible for producing the Series, in collaboration with ORGANIZATION. • ORGANIZATION will conduct reporting efforts in LOCATION, in close consultation with NYPR, and will provide NYPR with recordings, notes, and other materials resulting from such efforts (“ORGANIZATION Content”). • For clarity, NYPR will have final approval over all editorial and creative decisions regarding the Series and will not be required to broadcast, use, or distribute any ORGANIZATION Content. • In performance hereunder, ORGANIZATION will comply, as applicable, with NYPR’s Editorial Policy and Guidelines and Payola and Plugola regulations (available at p://www.wnyc.org/resources/118504/editorial-guidelines.pdf).
Distribution	<ul style="list-style-type: none"> • NYPR has the exclusive right to distribute and transmit the Series via broadcast and digital media.

	<ul style="list-style-type: none"> ● ORGANIZATION may combine the Series segments into 1 or 2 podcast episodes (the “ORGANIZATION Podcast”), in consultation with NYPR. ● The distribution territory will be worldwide.
<p>Additional Content</p>	<ul style="list-style-type: none"> ● Each Party may, at its option and expense, produce additional written, photographic, and/or video content (“Additional Content”) related to the mutually agreed themes and topics of the Series. ● The Parties may coordinate to share Additional Content, e.g., to incorporate it in social media, publicity, and outreach efforts supporting the Series. ● ORGANIZATION will not produce any audio-based Additional Content without prior consent from NYPR.
<p>IP Ownership</p>	<ul style="list-style-type: none"> ● As between the parties, NYPR will own the Series, its content, and all derivations thereof. ● As between the parties, ORGANIZATION owns the ORGANIZATION Content. ORGANIZATION hereby grants to NYPR a non-exclusive license to use, reproduce, distribute, and edit the ORGANIZATION Content in and in connection with the Series (including without limitation in promotional materials related to the Series and distributed, e.g., in newsletters or on social media). ● Each Party will own the Additional Content it produces. ● To the extent either Party provides the other with any Additional Content, the providing Party hereby grants to the other Party a royalty-free, worldwide license to use and distribute such Additional Content, in whole or in part, in any manner and medium, subject to prior approval by the Party providing it. ● Each of ORGANIZATION and NYPR hereby grant the other a non-exclusive, royalty-free, non-transferable, worldwide license to use and display the trademarks, tradenames, service marks and logos (the “Marks”) belonging to the other, in the manner such Marks may be incorporated into the Series, Additional Content, and for all purposes associated with the Series (e.g. distribution, marketing and promotion) to the extent such purposes are contemplated by this agreement and subject to prior approval in each instance. ● NYPR will be the sole owner of any trademark rights that may accrue or be enforceable in any Series title, and of any social media accounts created in connection with the Series.
<p>Crediting</p>	<ul style="list-style-type: none"> ● The specifics of the Series and ORGANIZATION Podcast credits will be mutually determined in good faith.
<p>Promotion and Publicity</p>	<ul style="list-style-type: none"> ● The parties may coordinate to promote the Series and/or ORGANIZATION Podcast on their respective digital and social media channels. ● Any publicity related to the Series will be guided and approved by NYPR, and NYPR will control the look, feel, and timing of outreach and

	<p>publicity; any press releases or other public communications discussing ORGANIZATION will be mutually approved by the Parties.</p>
<p>Representations and Warranties; Indemnification</p>	<ul style="list-style-type: none"> ● Each party represents and warrants to the other as follows: <ol style="list-style-type: none"> a) It has full power and authority to execute and deliver this agreement and to perform as set forth herein; b) The making of this agreement does not, and during the Term will not, violate or conflict with any agreement, right, or obligation binding or affecting such party; c) Neither the Series (with respect to NYPR and to the extent it does not include or constitute ORGANIZATION Content) nor the ORGANIZATION Content (with respect to ORGANIZATION) will: (i) infringe on any copyrights, trademarks, or other rights of any third party; (ii) contain any matter which shall libel, defame, invade the privacy of or otherwise violate the rights of any person or entity; or (iii) conflict with or violate any applicable law; d) Neither party will be required to obtain any releases or consents of any nature whatsoever from the other party or any third parties in order to use the Series or any ORGANIZATION Content in the manner contemplated by this Agreement; and e) All claims made by each party in the materials it contributes hereunder are supported by substantial written documentation and comprehensive research. ● Each of the foregoing warranties applies solely to the extent the Series, ORGANIZATION Content, or other materials in question are used as approved and unmodified, and in accordance with the terms of this Agreement. ● Each of the parties (each, an “Indemnifying Party”) agrees to indemnify, hold harmless and defend the other, its parents, subsidiaries and affiliates, and their respective officers, directors and employees (each, an “Indemnified Party”) from and against any actual or alleged claims, liabilities, losses, demands, causes of action, judgments, settlements and expenses (including, without limitation, settlement costs and reasonable outside legal fees), or other damages of any kind or nature arising out of or connected with any breach by the Indemnifying Party of any provision of this Agreement or of any warranty made by the Indemnifying Party in this Agreement.
<p>Termination</p>	<ul style="list-style-type: none"> ● The agreement may be terminated before the expiration of the Term by mutual consent of the Parties, or if a Party is in breach of any material term of this Agreement, and such breach is not remedied within 30 days of notice thereof. ● The following sections of this Term Sheet will survive termination: Distribution Rights, IP Ownership, Representations and Warranties, Indemnification, Confidentiality, Relationship of the Parties, and Miscellaneous.
<p>Confidentiality</p>	<ul style="list-style-type: none"> ● Each of the Parties (each, a “Receiving Party”) may, during the Term of this Agreement, have access to certain research, procedures, data,

	<p>proprietary information, and trade secrets of the other (each, a “Disclosing Party”) not generally available to the public or which is otherwise reasonably considered to be confidential or proprietary information of the Disclosing Party, which shall, together with the terms and conditions of this agreement (including sums paid and accounts rendered hereunder), be deemed to be “Confidential Information.” The Receiving Party shall not, either during or after the Term of this agreement, disclose or otherwise permit any person or entity access to any of the Confidential Information except: (i) as required by law, provided that, if the Receiving Party is compelled to disclose Confidential Information by judicial or administrative process, the Receiving Party shall give the Disclosing Party reasonable notice of its intent to disclose and the Disclosing Party shall have the right, at its cost, to contest any such required disclosure; and (ii) to its agents or employees who have a reasonable need to know such information in connection with its performance hereunder, provided that each of such persons agrees not to disclose such Confidential Information.</p>
<p>Relationship of the Parties</p>	<ul style="list-style-type: none"> ● Each of the parties is an independent contractor and not an agent, partner, joint venturer, franchisee, affiliate or employee of the other. No fiduciary or franchise relationship exists between the parties. Neither party will (i) be liable for any debts, accounts, obligations or other liabilities of the other party, its agents or employees; (ii) have any authority to obligate or bind the other in any manner; or (iii) have any proprietary interest in the other or any interest in the business of the other, except to the extent set forth in this Agreement.
<p>Miscellaneous</p>	<ul style="list-style-type: none"> ● This Agreement is governed by the Laws of the State of New York. ● Neither this Agreement, nor any of the terms or provisions hereof, may be amended, modified, supplemented or waived, except by a written instrument signed by the Parties hereto (or, in the case of a waiver, by the Party granting such waiver), including a definitive long-form agreement executed by the Parties. No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provision hereof. ● The rights granted to each of the Parties and the obligations of each Party under this Agreement may not be wholly or partially assigned, sub-licensed, delegated, transferred, charged or otherwise disposed of without the other Party’s prior written consent. ● This Agreement may be executed in several counterparts, each of which shall be deemed original, but such counterparts shall together constitute but one and the same agreement.

ACCEPTED AND AGREED:

ORGANIZATION

By: _____
Print Name:
Title:

NEW YORK PUBLIC RADIO

By: _____
Print Name:
Title: