

Partner Agreement

This is a Partner Agreement (“Agreement”), dated as of [DATE] between The Organization (“ORG”), and <<If applicable, what is the name of the partner contractor or partner media organization you are working with on this story? (If inapplicable please put N/A)>>, <<If applicable, that type of organization is the partner (non-profit, LLC, corporation, etc.) and state of incorporation? (If inapplicable please put N/A)>> (“Contributor”).

Background

ORG’s mission is to engage and empower the public through investigative journalism and groundbreaking storytelling in order to spark action, improve lives, and protect democracy. It produces multimedia reporting, including the public radio show and podcast produced with the distributor and the News.org website.

Contributor’s is <<What is the description (Ex: a Texas public radio station) and mission of your media partner (you can usually find this on their website)? (If inapplicable please put N/A)>>

Contributor is reporting on <<Please provide a 1-2 sentence description of the story >> (“The Reporting”).

ORG and Contributor wish to collaborate on the production of multi-platform content (“Co-Production”) based on the Reporting that will be distributed on ORG and Contributor platforms.

ORG and Contributor agree as follows:

1. Collaboration

1.1 Scope

Contributor, in collaboration with ORG, will produce a XX minute story of (“Story”) based on ORG’s Reporting. The Story will discuss <<Please provide a 1-2 sentence description of the story >>. ORG and Contributor will work together to formulate the focus of the Story, frame the resulting story, identify persons to be interviewed, write the script and produce the segment. Contributor will identify persons to be interviewed, gather field tape, and obtain other necessary components for reporting the Story. Contributor also may produce digital assets (the “Digital Assets”) related to the Story, such as text and photographs related to the Reporting. Contributor will attend editorial and production meetings and editing and listening sessions throughout the Story production process.

1.2 Duration

The collaboration began on DATE and will end on DATE unless ORG and Contributor decide to extend the term. They will document any such decision in writing. You shall deliver to ORG by such dates and times as agreed with the editors for Story you are assigned.

1.3 Personnel

ORG will assign NAME and Contributor will assign <<Who is the editorial contact for your and your media partner (such as an editor or news director)? (If inapplicable please put N/A)>> to jointly provide editorial guidance and oversight over the Co-Production. ORG will assign REPORTER/PRODUCER/EDITOR NAME(S) and Contributor will assign <<Is there a producer you or your media partner will be assigning? (If inapplicable please put N/A)>> to the Co-Production. ORG and Contributor may assign additional editors, reporters and producers as needed. Assigned personnel will attend editorial and production meetings and editing and listening sessions, as appropriate, throughout the duration of the collaboration.

1.4 Compensation

ORG will pay \$XXXX in total for Contributor's work according to the following schedule: \$XXX upon delivery of first draft and \$XXXX upon completion of the Story. ORG will reimburse Contributor for pre-approved travel expenses for an amount no more than \$XXX. ORG will also allow Contributor to use [XXXX without a fee]. Contributor will submit a receipt for travel fees to ORG and, when submitting approved travel expense reimbursement requests, will include sufficient information to support the request. ORG will pay approved invoices within 30 days of receipt.

1.5 Distribution, Publicity and Promotion

ORG and Contributor will cooperate on the distribution of the Co-Production, and on the development and execution of promotional and audience engagement strategies, including use of social media, press releases, and live events. Contributor will identify ORG in all distribution, publicity and promotional materials (including on social media) and refer to ORG as "from The Organization" or the appropriate handle. Contributor will include links back to ORG content in all materials.

1.6 Credits

Contributor will receive reporting and producing credits on the Co-Production. ORG and Contributor will work together to develop mutually agreeable crediting and cross-promotional language, which Contributor and ORG must discuss prior to publication.

1.7 Journalistic Ethics

Contributor warrants to ORG that the Co-Production will be prepared in a manner consistent with accepted standards of care and journalistic ethics, such as the Code of Ethics of the Society of Professional Journalists. Contributor recognizes that a breach of this promise may terminate its relationship with ORG as set out in this agreement.

1.8 Access and Use During Production

ORG and Contributor will each have non-exclusive access to, and the right to use, the Reporting and other materials provided by either ORG or Contributor (including, without limitation, audio recordings, video recordings, photographs, data, processed data and interview transcripts) in the process of producing the Co-Production.

1.9 Editorial Control

ORG and Contributor will work together during the reporting, production, and editing of the Co-Production. ORG will take into account input from Contributor, but ORG will have final

creative and editorial control over the Story, including but not limited to production rights and responsibilities and any derivative works created by ORG.

1.10 No Obligation to Use

Neither ORG nor Contributor will be obligated to use, publish, or broadcast any elements of the Co-Production.

1.11 Award Submission

Neither ORG nor Contributor will submit the Co-Production for award consideration without first obtaining the other party's consent. Prior to award submission, ORG and Contributor will agree as to which party will accept the award.

1.12 Similar Work

During the term of this Agreement, Contributor will consult with ORG before agreeing to collaborate with another party in connection with another project, or on its own publish a story or derivative work, that is substantially similar to or covers the same subject matter as the Co-Production.

2. Ownership and Licenses

2.1 Ownership by Contributor

Subject to Section 2.2 Contributor will have full and complete ownership, including copyright, of the Reporting and all the materials produced or assembled by Contributor as part of the development and production of the Co-Production (collectively, "Contributor Property"). Contributor agrees that he or she shall not create a story on the same topic and with a substantially similar focus as the Story for publication in any version for other news outlets.

2.2 Ownership by ORG

ORG will have full and complete ownership, including copyright, of the Story, the tape recordings of interviews conducted by ORG personnel for the Story, and any investigative materials produced or assembled by ORG for the Story (collectively, "ORG Property").

2.3 Contributor License to ORG

Contributor grants to ORG the worldwide right and license to use the Contributor Property to create, broadcast and/or publish the Co-Production, and to create, broadcast, and/or publish follow-up works derived from such Contributor Property, in any and all media known or unknown, including, without limitation, updates and follow-ups on or other platforms. Such license is non-exclusive, non-assignable, non-transferable, irrevocable, and perpetual and includes the right to grant sublicenses to third parties.

2.4 ORG License to Contributor

ORG grants to Contributor the worldwide right and license to use the ORG Property to create and/or publish the Co-Production, and to create, broadcast, and/or publish follow-up works derived from such ORG Property, in any and all media known or unknown. Such license is non-exclusive, non-assignable, non-transferable, irrevocable, and perpetual, and includes the right to grant sublicenses to third parties.

2.5 No Infringement by Contributor

Contributor represents, warrants, and covenants that to the best of his or her ability, all Contributor Property provided to ORG under this Agreement will not violate or infringe any law or equitable right of any person or entity and will contain no material that infringes or violates any personal property rights of others or that constitutes defamation, right of privacy, an infringement of intellectual property rights of any third person, or is otherwise unlawful.

2.6 No Infringement by ORG

ORG represents, warrants, and covenants that to the best of his or her ability, all ORG Property provided to Contributor under this Agreement will not violate or infringe any law or equitable right of any person or entity and will contain no material that infringes or violates any personal property rights of others or that constitutes defamation, right of privacy, an infringement of intellectual property rights of any third person, or is otherwise unlawful.

2.7 Promotion

ORG shall have the right to use the Contributor's name, likeness, and biographical material for such publicity purposes as may, in ORG's sole discretion, benefit the promotion of the Story. Contributor shall use his or her best efforts to be identified as a contributor to in all media appearances you make during the term of this agreement.

3. Relationship

3.1 Confidentiality

The Parties acknowledge that, in the course of performing their respective obligations hereunder, each may obtain information relating to the other and the other's products, services, sources, and business that is of a confidential and proprietary nature to such other party. ORG and Contributor will use Confidential Information (as defined below) only for purposes of the Co-Production and keep it confidential. "Confidential Information" means all information, in any form, furnished to or obtained by ORG or Contributor from the other during the course of the collaboration including, without limitation, story ideas, scripts, budgets, designs, prototypes, and distribution strategies. It does not include information which: (a) is or becomes generally available to the public other than as a result of a disclosure by either party; (b) was known by either party prior to its being furnished by the other; (c) is or becomes available to either party on a non-confidential basis from a source other than the other; or (d) is independently developed by either party.

3.2 Consultation with Counsel

ORG and Contributor understand that work on the Co-Production execution may involve consultation by either or both of them with attorneys, and that related materials and information (collectively and for purposes of this Section 3.2, "protected information") may be subject to attorney-client privilege, work-product doctrine, or similar privileges or doctrines (collectively, "privileges"). ORG and Contributor acknowledge that they have a commonality of interest with respect to Co-Production matters, and that it is their mutual intention that neither joint consultations nor sharing protected information is intended to, or will affect the confidentiality of, or waive or diminish the continued protection under any privilege of, any such protected information. As such, all protected information will remain

so protected and will be entitled to protection under the joint defense doctrine. ORG and Contributor will take appropriate measures to preserve the applicability of all privileges.

3.3 Non-Solicitation

Neither Contributor nor ORG will solicit and/or recruit any employee of the other during the term of this Agreement or for 12 months following the completion or termination of this Agreement.

3.4 Independence

ORG and Contributor are and will remain independent contracting parties. The arrangements contemplated by this Agreement do not create a partnership, joint venture, fiduciary, or similar relationship for any purpose. Neither ORG nor Contributor has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term “partner” or comparable term in any communications is solely for convenience.

3.5 Responsibility for Own Actions

ORG and Contributor will each have sole responsibility for the planning, management, and implementation of its own activities relating to collaboration execution, including, without limitation, managing its budget, hiring, assigning, and managing employees, and, except as described in Section 1.4, paying expenses.

4. Indemnification, and Dispute Resolution

4.1 Indemnification by ORG

ORG will defend, indemnify, and hold Contributor and its directors, officers, employees, agents, and assigns (collectively, “Contributor Parties”) harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorney’s fees and expenses, arising out of or incurred by reason of (a) ORG’s broadcast and/or publication of the Co-Production and any related works written and/or produced using reporting done and materials created by ORG staff or (b) breach of this Agreement by ORG. Contributor, at its option, will have the right, at its sole cost and expense, to participate in the defense of any such action and to be represented by counsel of Contributor’s selection. This indemnity will not apply to, and ORG will have no liability for any material in the Co-Production furnished by Contributor or any editing or revisions to the Co-Production performed by Contributor.

4.2 Indemnification by Contributor

Contributor will defend, indemnify, and hold ORG and its directors, officers, employees, agents, and assigns, the distributor and its directors, officers, employees, agents, and assigns, and all radio stations to which is distributed (“Carrying Stations”) and their directors, officers, employees, agents, and assigns (collectively, “ORG Parties”) harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorney’s fees and expenses, arising out of or incurred by reason of (a) Contributor’s publication or broadcast of any related works written and/or produced using reporting done and materials created by Contributor staff, (b) publication of the Digital Assets by ORG, the distributor and/or the Carrying Stations, or (c) breach of this Agreement by Contributor. ORG, at its option, will have the right, at its sole cost and expense, to participate in the defense of any such action and to be represented by counsel of ORG’s

selection. This indemnity will not apply to, and Contributor will have no liability for any material in the Co-Production furnished by ORG or any editing or revisions to the Co-Production performed by ORG.

4.3 Other Understandings Regarding Indemnification

ORG and Contributor will give the other prompt notice of the assertion of any claim or the institution of any action that may expose either party to liability under this Agreement. Neither party will have any obligation to indemnify any person to the extent the liability is caused by such other person's gross negligence, willful misconduct, or breach of its obligations under this Agreement.

4.4 Dispute Resolution

Except as provided in Section 4.6, if a dispute between ORG and Contributor arises out of this Agreement, ORG and Contributor will meet informally and make a good faith attempt to resolve the dispute. Each will bear its own legal expenses, attorneys' fees, and costs incurred in connection with the negotiations. If the dispute cannot be resolved within forty-five (45) days after such meeting, ORG and Contributor will, unless otherwise agreed at the time, submit the dispute to mediation by the American Arbitration Association under its mediation procedures, or to any other mediation firm that is acceptable to both ORG and Contributor. ORG and Contributor will share equally the cost of such mediation. If the dispute cannot be resolved through mediation, then the dispute will be decided by arbitration under the California Arbitration Act and will be submitted to arbitration in Alameda County, California.

1. 4.5 Injunctive Relief

ORG and Contributor acknowledge and agree that: (a) any breach by either party of its obligations under Section 3.1 will result in irreparable harm to the other which cannot be reasonably or adequately compensated in damages; (b) a party will be entitled to injunctive or other equitable relief in respect of such breach or imminent breach; (c) a party will have all other rights and remedies to which it is entitled, at law or in equity, with respect to the breach of Section 3.1 of this Agreement, and otherwise with respect to the enforcement of all rights relating to the establishment, maintenance, or protection of either party's intellectual property and Confidential Information; and (d) a party may seek such relief without first engaging in the dispute resolution process contemplated by Section 4.4.

5. Termination

5.1 Termination on Notice

Contributor and ORG may terminate this Agreement by giving written notice to the other party. Such a termination will be effective on the later of 30 days after delivery of such notice or the effective date specified in the notice.

5.2 Termination for Breach

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within ten days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice to

the breaching party. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

5.3 Return of Materials; Survival

Upon termination of this Agreement, each of ORG and Contributor will remain responsible for its share of the costs. ORG and Contributor will promptly return all documents, materials, records, and equipment that the other may have provided to it. The provisions of Sections 1.5, 1.10, 1.11 2.4, 2.5, 2.6, 3.1-3.3, 5.3, and 6 will remain effective after termination.

6. General Provisions

6.1 Entire Agreement

This Agreement, together with its exhibits, expresses the final, complete, and exclusive agreement between Contributor and ORG, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing, or understanding between Contributor and ORG relating to its subject matter.

6.2 Amendment

This Agreement may be amended only as stated in and by a writing signed by both Contributor and ORG which recites that it is an amendment to this Agreement. If there are any inconsistencies between any exhibit and this Agreement, this Agreement will control.

6.3 Severability

If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

6.4 Waiver

Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

6.5 Assignment

Contributor may not assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of ORG.

6.6 Further Assurances

ORG and Contributor will sign those other documents and take those other actions as the other may reasonably request in order to effect the licenses and other relationships and activities contemplated by this Agreement and to account for and document those activities.

6.7 No Third-Party Beneficiaries

Except as provided in Sections 4.2 and 4.3, this Agreement is for the exclusive benefit of Contributor and ORG and not for the benefit of any third party including, without limitation, any employee, affiliate, subcontractor, or vendor of Contributor or ORG.

6.8 Notices

Notices and consents under this Agreement must be in writing and delivered by mail, hand delivery, fax, or e-mail to the contacts listed below. These contact people may be changed by written notice to the other party.

The Organization: Contributor:

| | |
|-----------------------------------|---|
| The Organization Contact Name | ____ <<Who is the editorial contact for your and your media partner (such as an editor or news director)? (If inapplicable please put N/A) >> ____ |
| Address of The Organization | ____ <<If applicable, what is the name of the partner contractor or partner media organization you are working with on this story? (If inapplicable please put N/A) >> ____ |
| The Organization Contact Email | ____ <<What is the address of the partner organization? (If inapplicable please put N/A)>> ____ |

6.9 Governing Law; Jurisdiction

This Agreement is governed by California law. Contributor and ORG consent to the exclusive jurisdiction of the state and federal courts for Alameda County, California.

6.10 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

* * * * *

ORG and Contributor signed this Agreement as of the date set out in its first paragraph.

THE ORGANIZATION

CONTRIBUTOR

By: _____
... THE ORGANIZATION CONTACT
NAME

By: _____
<<If applicable, what is the name of the partner contractor or partner media organization you are working with on this story? (If inapplicable please put N/A) >>

Date: _____

Date: _____

