

# Collaboration Agreement

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This is a Collaboration Agreement (“Agreement”), dated as of \_\_\_\_\_, 20\_\_\_\_, between [\_\_\_\_\_] a California nonprofit corporation (“Client”), and \_\_\_\_\_, a \_\_\_\_\_ (“Collaborator”).

## Background

Client’s mission is to [\_\_\_\_\_]. It produces [\_\_\_\_\_]. Collaborator’s mission is described in the collaboration plan attached as **Exhibit A** (“Plan”). Client and Collaborator wish to jointly produce stories (“Co-Productions”) as described in the Plan and on the basis set out in this Agreement.

## Client and Collaborator agree as follows:

### 1. Collaboration

#### 1.1 Scope

The Plan sets out the number and nature of Co-Productions and related sidebar stories, if any.

#### 1.2 Duration

The collaboration will start on the date of this Agreement end on the date set out in the Plan unless Client and Collaborator decide to extend the term. They will document any such decision in writing.

#### 1.3 Coordinators

Client and Collaborator will each appoint one individual to act as principal contact person and to coordinate activities in connection with the collaboration. The initial appointees are identified in the Plan. Client and Collaborator each may change its contact person at any time and will so advise the other.

#### 1.4 Personnel

Client and Collaborator will assign personnel to work on Co-Productions. Each will assign editors to select stories jointly and provide editorial guidance and oversight over each Co-Production. Collaborator will assign reporters. Client will assign a producer and editor. The initial staffing assignments are set out in the Plan. Assigned personnel will attend editorial and production meetings and editing and listening sessions, as appropriate, throughout the duration of the collaboration.

#### 1.5 Cost Sharing

Client and Collaborator will share the cost of Co-Productions as set out in the Plan.

#### 1.6 Distribution

Client and Collaborator may distribute Co-Productions as set out in the Plan. Neither Client nor Collaborator will distribute Co-Productions other than as provided in the Plan without first obtaining the consent of the other.

#### 1.7 Credits

Client and Collaborator will include credits in Co-Productions as set out in the Plan.

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### **1.8 Editorial Control**

Editors for Client and Collaborator will work together during reporting, production, and editing of Co-Productions. Client and Collaborator may review the other's final drafts and cuts for quality, accuracy, and consistency. Client and Collaborator will each have final editorial control over any and all content it publishes on its own platform.

### **1.9 Award Submission**

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

### **[1.10 Similar Work**

During the term of this Agreement, Collaborator will not collaborate with another party in connection with another project, or on its own publish a story or derivative work that is similar to or covers the same subject matter as any Co-Production.]

### **1.11 Publicity and Promotion**

Client and Collaborator will cooperate to publicize their intent to collaborate and to develop and carry out promotional and audience engagement strategies for the Co-Productions, including use of social media, press releases, and live events.

## **2. Ownership**

### **2.1 Joint Ownership**

Unless otherwise agreed, Client and Collaborator will hold joint copyright and ownership in all Co-Productions. Client and Collaborator agree that there will be no liability or accounting for profits or revenues to the other made on account of the exercise of any of the rights held in connection with the Co-Productions. [For administrative convenience, Client will have the exclusive right to license Co-Productions to third parties including, without limitation, inclusion in compilations or distribution in digital form, and to grant permission rights.]

### **2.2 No Derivative Works [or Transfers] without Consent**

Neither Client nor Collaborator may create derivative works from Co-Productions [, or sell or otherwise directly transfer its rights in the Co-Productions,] without first obtaining the written consent of the other; neither will unreasonably withhold such consent.

## **3. Relationship**

### **3.1 Confidentiality**

Client and Collaborator will use Confidential Information (as defined below) only for purposes of the collaboration and keep it confidential. "Confidential Information" means all information, in any form, furnished to or obtained by Client or Collaborator 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**

Client and Collaborator understand that work on Co-Productions 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"). Client and Collaborator 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. Client and Collaborator will take appropriate measures to preserve the applicability of all privileges.

### **3.3 Fundraising**

Client and Collaborator agree to explore joint fundraising for future collaborations.

### **3.4 Non-Solicitation**

Collaborator will not solicit, recruit, and/or hire any employee of Client during the term of this Agreement or for 12 months following the completion or termination of this Agreement.

### **3.5 Independence**

Client and Collaborator 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 Client nor Collaborator 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 communication is solely for convenience.

### **3.6 Responsibility for Own Actions**

Client and Collaborator 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 otherwise provided in the Plan, paying expenses.

## **4. Insurance, Indemnification, and Dispute Resolution**

### **4.1 Insurance**

Each of Client and Collaborator will name the other party as an additional insured in its media liability (errors and omissions) policy, and, upon request, will provide the other with a certificate of such coverage. Client and Collaborator will carry or obtain additional insurance, if any, as may be specified in the Plan.

### **4.2 Indemnification by Client**

Client will defend, indemnify, and hold Collaborator and its directors, officers, employees, agents, and assigns (collectively, "Collaborator 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) Collaborator's publication or broadcast of Co-Productions under this Agreement using reporting done and materials created by Client or (b) breach of this Agreement by Client. Collaborator, 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 Collaborator's selection. This indemnity will not apply to, and Client will have no liability for any material in Co-Productions furnished by Collaborator or any editing or revisions to Co-Productions performed by Collaborator.

#### **4.3 Indemnification by Collaborator**

Collaborator will defend, indemnify, and hold Client and its directors, officers, employees, agents, and assigns (collectively, "Client 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) Client's publication or broadcast of Co-Productions under this Agreement using reporting done and materials created by Collaborator or (b) breach of this Agreement by Collaborator. Client, 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 Client's selection. This indemnity will not apply to, and Collaborator will have no liability for any material in Co-Productions furnished by Client or any editing or revisions to Co-Productions performed by Client.

#### **4.4 Other Understandings Regarding Indemnification**

Client and Collaborator 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.

#### **[4.5 Dispute Resolution**

Except as provided in Section 4.6, if a dispute between Client and Collaborator arises out of this Agreement, Client and Collaborator 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 Collaborator and Client cannot resolve the dispute informally, then the dispute will be decided by arbitration under the California Arbitration Act and will be submitted to arbitration in [\_\_\_\_\_] County, California.]

#### **[4.6 Injunctive Relief**

Client and Collaborator 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 4.5.]

### **5. Term and Termination**

#### **5.1 Termination on Notice**

Collaborator and Client 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 Termination by Reason of Certain Events**

Client or Collaborator may terminate this Agreement by giving written notice to the other in the event either party commences any proceeding under any bankruptcy or insolvency law, dissolves, liquidates, or ceases to engage in its operations. Such a termination will be effective upon delivery of such notice.

### **5.4 Return of Materials; Survival**

Upon termination of this Agreement, each of Client and Collaborator will remain responsible for its share of the costs as set out in the Plan. Client and Collaborator will promptly return all documents, materials, records, and equipment that the other may have provided to it. The provisions of Sections 1.6, 1.7, 1.9, 2, 3.1, 3.2, 4, 5.4, 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 Collaborator and Client, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing, or understanding between Collaborator and Client relating to its subject matter.

### **6.2 Amendment**

This Agreement may be amended only as stated in and by a writing signed by both Collaborator and Client 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**

Neither Client nor Collaborator may assign its rights or obligations under this Agreement to anyone else without the prior written consent of the other, except that either may assign all of its rights and obligations under this Agreement without the other's prior written consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law.

### **6.6 No Third-Party Beneficiaries**

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

### **6.7 Notices**

Notices and consents under this Agreement must be in writing and delivered by mail, hand delivery, fax, or e-mail to the principal contact persons set out in the Plan. These addresses may be changed by written notice to the other party.

**6.8 Governing Law; Jurisdiction**

This Agreement is governed by California law. Collaborator and Client consent to the exclusive jurisdiction of the state and federal courts for [\_\_\_\_\_] County, California.

**6.9 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.

\* \* \* \* \*

Client and Collaborator signed this Agreement as of the date set out in its first paragraph.

**CLIENT**

**COLLABORATOR**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Exhibit A Collaboration Plan

## Collaborator

<b>Mission</b>	
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## Collaboration scope and duration

<b>Scope</b>	
<b>Duration</b>	The collaboration will conclude on _____, 20__.

## Client staffing and contact data

<b>Principal contact person</b>	Name: E-mail: Phone: Address for notices:
<b>Editor</b>	Name: E-mail: Phone:

## Collaborator staffing and contact data

<b>Principal contact person</b>	Name: E-mail: Phone: Address for notices:
<b>Editor</b>	Name: E-mail: Phone:
<b>Reporter</b>	Name: E-mail: Phone:

## Cost sharing

<b>Production costs</b>	
<b>Collaborator travel for production purposes</b>	
<b>Reimbursement process</b>	

## Distribution

<b>Audio content</b>	By Client: By Collaborator:
<b>Digital content</b>	Both: Both:

## Credits

<b>Client publications and broadcasts</b>	
<b>Collaborator publications and broadcasts</b>	

**Exhibit B**  
**Client travel reimbursement policy**