

Contributor Agreement

This is a Contributor Agreement (“Agreement”), dated as of _____, 20____, between [_____] a California nonprofit corporation (“Client”), and _____, a _____ (“Contributor”).

Background

Client’s mission is to [_____]. It produces [_____]. Contributor has carried out the work and created the materials (“Contributor Work”) described in the project plan attached as **Exhibit A** (“Plan”). Client and Contributor wish to work together on the basis set out in this Agreement.

Client and Contributor agree as follows:

1. Collaboration

1.1 Scope

Client, in collaboration with Contributor, will produce a [_____] based on the Contributor Work (together, “Program”). The Program is described in the Plan. Contributor may also create and provide to Client digital assets (“Digital Assets”) relating to the Contributor Work as set out in the Plan.

1.2 Duration

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

1.3 Coordinators

Client and Contributor 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 Contributor each may change its contact person at any time and will so advise the other.

1.4 Schedule

Client and Contributor will carry out their activities in accordance with the production schedule set out in the Plan. They can change the plan by mutual agreement and will document any change in writing.

1.5 Production Costs

Client will pay production expenses relating to the Program except as otherwise set out in the Plan.

1.6 Distribution

Client may distribute the Program and Digital Assets as set out in the Plan.

1.7 Credits

Client and Contributor will include credits when publishing, broadcasting, or otherwise distributing the Program or Digital Assets as set out in the Plan

[1.8 Journalistic Ethics

Contributor warrants to Client that all Contributor Work provided to Client under this Agreement 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.]

1.9 Access and Use During Production

Client and Contributor will each have non-exclusive access to, and the right to use, the Contributor Work and other reporting done by either Client or Contributor (including, without limitation, audio recordings, video recordings, photographs, data, processed data and interview transcripts) in the process of producing the Contributor Work, the Digital Assets and the Program.

1.10 Editorial Control

Client will take into account input from Contributor, but Client will have final creative and editorial control over the Program, including, without limitation, production rights and responsibilities and follow-up and derivative works created by Client.

1.11 No Obligation to Use

Neither Client nor Contributor will be obligated to use, publish, or broadcast any of the Contributor Work, the Digital Assets, or the Program.

1.12 Award Submission

Neither Client nor Contributor will submit the Program or any Contributor Work or other content created for the Program for award consideration without first obtaining the other party's consent. Prior to award submission, Client and Contributor will agree as to which party will accept the award.

[1.13 Similar Work

During the term of this Agreement, Contributor 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 the Program.]

1.14 Publicity and Promotion

Client and Contributor will cooperate to develop and carry out promotional and audience engagement strategies for the Program, including use of social media, press releases, and live events.

2. Ownership and Licenses

2.1 Ownership by Contributor

Contributor will have full and complete ownership, including copyright, of the Contributor Work, the Digital Assets, and all the Contributor Work materials produced or assembled by Contributor as part of the development and production of the Program and Digital Assets (collectively, "Contributor Property").

2.2 Ownership by Client

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

2.3 Contributor License to Client

Contributor grants to Client the worldwide right and license to use the Contributor Property to create, broadcast and/or publish the Program, 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, StoryWorks or other theatrical productions, and other

works. Such license is non-exclusive, non-assignable, non-transferable, irrevocable, and perpetual and includes the right to grant sublicenses to third parties.

2.4 Client License to Contributor

Client grants to Contributor the worldwide right and license to use the Client Property to create and/or publish the Contributor Work and the Digital Assets, and to create, broadcast, and/or publish follow-up works derived from such Client 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

Contributor warrants that all Contributor Property provided to Client under this Agreement will not violate, infringe, or misappropriate any copyright, right of privacy, right of publicity, trademark, trade name, trade secret, or other common law or statutory intellectual property or other right of any nature of any third party, or be libelous or defamatory in any respect.]

3. Relationship

3.1 Confidentiality

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

Client and Contributor understand that work on the Program 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"). Client and Contributor acknowledge that they have a commonality of interest with respect to Program 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 Contributor will take appropriate measures to preserve the applicability of all privileges.

3.3 Non-Solicitation

Contributor 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.

3.4 Independence

Client 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 Client 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

Client 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 otherwise provided in the Plan, paying expenses.

4. Insurance, Indemnification, and Dispute Resolution

4.1 Insurance

[Each of Client and Contributor 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 Contributor 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 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) Client’s broadcast and/or publication of the Program and any related works written and/or produced using reporting done and materials created by Client staff or (b) breach of this Agreement by Client. 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 Client will have no liability for any material in the Program furnished by Contributor or any editing or revisions to the Program performed by Contributor.

4.3 Indemnification by Contributor

Contributor will defend, indemnify, and hold Client and its directors, officers, employees, agents, and assigns, [_____] 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, “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) Contributor’s publication of the Contributor Work and 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 Client, [_____] and/or the Carrying Stations, or (c) breach of this Agreement by Contributor. 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 Contributor will have no liability for any material in the Program furnished by Client or any editing or revisions to the Program performed by Client.

4.4 Other Understandings Regarding Indemnification

Client 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.

[4.5 Dispute Resolution

Except as provided in Section 4.6, if a dispute between Client and Contributor arises out of this Agreement, Client 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 Contributor 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 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 4.5.]

5. Termination

5.1 Termination on Notice

Contributor 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 Return of Materials; Survival

Upon termination of this Agreement, each of Client and Contributor will remain responsible for its share of the costs as set out in the Plan. Client and Contributor will promptly return all documents, materials, records, and equipment that the other may have provided to it. The provisions of Sections 1.6, 1.11, 1.12, 2.4, 2.5, 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 Client, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing, or understanding between Contributor 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 Contributor 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

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

6.6 Further Assurances

Client 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 Client and not for the benefit of any third party including, without limitation, any employee, affiliate, subcontractor, or vendor of Contributor or Client.

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 principal contact persons set out in the Plan. These addresses may be changed by written notice to the other party.

6.9 Governing Law; Jurisdiction

This Agreement is governed by California law. Contributor and Client consent to the exclusive jurisdiction of the state and federal courts for [_____] 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.

* * * * *

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

CLIENT

CONTRIBUTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A Project Plan

Contributor

Description	Contributor is a [_____].
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Program subject; duration

Project nature	
Contributor Work	
Duration	The project will conclude on _____, 20__.

Client staffing and contact data

Principal contact person	Name: E-mail: Phone: Address for notices:
[staff]	Name: E-mail: Phone:
[staff]	Name: E-mail: Phone:

Contributor staffing and contact data

Principal contact person	Name: E-mail: Phone: Address for notices:
[staff]	Name: E-mail: Phone:
[staff]	Name: E-mail: Phone:

Production schedule

[milestone]	
[milestone]	
[completion date]	
[first broadcast]	

Contributor compensation

Production costs	
Contributor travel	
Reimbursement	

Distribution

Audio content	
Digital content	

Credits

Publications, website postings or other distribution by either party	
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