

FREELANCE CONTRIBUTION AGREEMENT

This freelancer contribution agreement (this “Agreement”) is entered into between [Freelancer Name] “Contributor”, and [Publishing Organization] “Publisher” on the effective date identified on the signature line below.

Recitals

WHEREAS, Publisher desires to commission and/or license from Contributor one or more written articles and/or pieces of related media content (collectively the “Licensed Materials”) as identified on the attached Scope of Work or other writings agreed to by the parties from time to time, each a “SOW”, governed by the terms of this Agreement;

WHEREAS, Publisher desires to use the materials for the permitted use(s) identified on the relevant SOW, which may include publication of the Licensed Materials in certain publications as specified in the relevant SOW (collectively the “Permitted Uses”);

License Terms

Therefore, the parties agree as follows:

AGREEMENT TERM. This Agreement will last for the period of time associated with the SOW and any future SOW.

COMMISSIONED WORKS. If Publisher is commissioning a new original work from Contributor, then Contributor agrees to make reasonable efforts to create such work as outlined in the SOW, and such work product shall be included within Licensed Materials as specified in the relevant SOW. Contributor is permitted to work with subcontractors in connection with their performance of any such services.

GRANT OF LICENSE. Contributor grants to Publisher, and its owners, employees, officers, directors, vendors, affiliates, and agents (the “Publisher Parties”) a License to use the Licensed Materials for the Permitted Uses (the “License”). For context, Contributor and Publisher may enter into any number of Licenses pursuant to different SOWs, and each such License and SOW will be governed by the terms of this Agreement. Publisher may not edit the substance of the Licensed Materials in connection with the Permitted Uses without Contributor’s advance written consent.

LICENSE TERM. Each License will last for the term identified on the relevant SOW (the “License Term”), and the License will automatically end at the end of the License Term if any particular end date is specified. Otherwise, the License shall be perpetual in connection with the Permitted Use. Generally, the Publisher will not be required to remove already published content at the end of the License Term unless otherwise specified in the relevant SOW.

COMPENSATION. In consideration for the License, and Contributor's commissioned services (if any), the Publisher shall compensate Contributor as identified on the relevant SOW, and all such fees will be paid in the timelines and manners set forth in the SOW. Any late payments are subject to 10% interest per annum, or the maximum amount permitted by law.

Contributor will submit invoices to Publisher. Depending on the length of the Term, Contributor may submit multiple invoices to Publisher as Services are ongoing. Publisher shall compensate Contributor as identified on SOW. Contributor's determination of costs and expenses shall be final.

All grants of License to use under this Agreement are conditioned on full payment, including all outstanding costs, expenses, or Fees, or any other charges.

Payments are due within 14 days from the date of the corresponding invoice. The Contributor has the right to submit an invoice after submitting the commissioned piece. Publisher shall submit payment via Direct Deposit or Check. Any checks should be made out to [Freelancer Name]. Any returned payment is subject to an additional \$50 fee, and Publisher must find an alternative means of payment, subject to late fees if the alternative payment is made past the corresponding invoice's due date.

OWNERSHIP & CREDIT

- **Credit.** Unless otherwise agreed, the Publisher shall credit authorship of the Licensed Materials to Contributor in a reasonable manner in connection with all Permitted Uses of the Licensed Materials in each instance. The Publisher shall not take authorship credit for the Licensed Materials.
- **Ownership.** At all times Contributor shall maintain full ownership in and to all Licensed Materials subject to this Agreement. Nothing in this Agreement grants Publisher any ownership or rights to the Licensed Materials outside the scope of the license granted in this Agreement.
- **Non-Exclusive Basis.** Unless otherwise specified in the relevant SOW, the Licensed Materials are licensed on a non-exclusive basis, and Contributor is free to license the Licensed Materials to other third-parties and to freely discuss the contents of the Licensed Materials, subject to any limitations included in the SOW.

LICENSE CHANGES. In the event Publisher desires a change to the scope of the License, including but not limited to a change to the Permitted Uses, or change to the scope of the Licensed Materials (collectively a "License Change"), and if Contributor is able to accommodate such License Change, then a new or modified SOW will be agreed to by the parties, which may include changes to the compensation of Contributor as agreed to by the parties.

KILL FEES. Once a License is granted pursuant to an agreed SOW, Publisher shall remain responsible for 100% of the License fee specified in the relevant SOW, even if Publisher does not ultimately use the Licensed Materials for the Permitted Uses, unless a lower "kill fee" is

specified in the SOW. If a lower “kill fee” is specified in the SOW, then if Publisher decides not to use the Licensed Materials for the Permitted Uses, then only the lower “kill fee” will be due to Contributor. If a lower “kill fee” is specified, in no event will the kill fee be less than 60% of the originally agreed upon License fee.

LICENSE TERMINATION. Either party may terminate the License at any time if the other party is in breach of this Agreement, or the terms of the License, and fails to cure such breach after 10 days advance written notice from the non-breaching party. Upon termination of the License, all rights granted to the Publisher under the License will cease immediately.

WARRANTIES. Contributor warrants and represents that Contributor is either the owner of the Licensed Materials, and/or is otherwise authorized to grant the rights to the Licensed Materials as outlined herein, and that the Licensed Materials have not been previously assigned, licensed, or transferred in any way that conflicts with the License granted in this Agreement, and that to the best of Contributor’s knowledge, Publisher’s use of the Licensed Materials as intended in this Agreement will not infringe on the rights of any third parties. Otherwise, Contributor makes no warranties or representations about the Licensed Materials including any outcomes associated with Publisher’s Use of the Licensed Materials, and all Licensed Materials are provided as-is. Publisher takes full responsibility for any claims of infringement associated with the Licensed Materials, unless Contributor is in breach of this warranty, and knowingly provided infringing content.

INDEMNITY. Each Party shall indemnify and hold harmless the other party and their respective owners, agents and employees from and against any liability, settlement, judgment, loss or damage, including reasonable attorney’s fees, arising from a third-party claim or action, which such indemnified party may suffer or incur by reason of the breach of any of this Agreement by the indemnifying party, including the warranties contained herein, or by the acts or omissions of the indemnifying party.

LIMITATIONS ON LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTIES FOR DAMAGES SUCH AS LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES. IN NO EVENT WILL CONTRIBUTOR’S LIABILITY TO PUBLISHER EXCEED THE FEES PAID TO CONTRIBUTOR IN CONNECTION WITH THE SOW SUBJECT TO LIABILITY.

MISCELLANEOUS

- **Independent Relationship.** Contributor and Publisher are independent contractors and are not and shall not be construed as joint venturers, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this Agreement.
- **Entire Agreement.** This Agreement completely states the entire understanding and Agreement of the parties, and supersedes any and all oral or written Agreements or understandings between the parties, as to its subject matter. This Agreement may be modified only by the execution of a written Agreement signed by all parties. The recitals are incorporated into this Agreement by reference.

- **Severability.** Each portion of this Agreement shall remain separate and severable from all other paragraphs herein except where otherwise indicated by the context of the Agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this Agreement.
- **No Waiver.** The failure of either Party to insist upon the strict observance and performance of the terms of this Agreement shall not be deemed a waiver of those obligations or other obligations provided under the terms of this Agreement.
- **Assignment.** This Agreement is binding upon and shall inure to the benefit of the respective licensees, successors, and assigns of the parties hereto.
- **Dispute Resolution.** Contributor is a member of the Industrial Workers of the World Freelance Journalists Union. In the event of any dispute arising out of this Agreement; Publisher agrees to abide by the dispute resolution formalities associated with such union before any further legal action will be taken. Such formalities include submission of a grievance to the union for consideration and engaging in a meaningful mediation with the support of the union within a reasonable period-of-time before further legal action can be taken.
- **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of [State]. The exclusive venue for any court proceeding based on or arising out of this Agreement shall be in [County] County, [State].

[Signatures on following page]

The parties signed below have read, understood, and agreed to everything in this Agreement;

Contributor:

_____ Date: _____

[Contributor's Full Legal Name, or name of their relevant LLC or corp]

By: _____

Name: _____

Title: _____

Publisher

_____ Date: _____

[Publisher's full legal name, typically the name of an LLC or corp]

By: _____

Name: _____

Title: _____

Scope of Work

Contributor: [Contributor's Full Legal Name, or name of their relevant LLC or corp]

Publisher: [Publisher's full legal name, typically the name of an LLC or corp]

Commissioned Work (if any): [If you are creating a new original work specifically for Publisher, then specify what the nature of the commissioned piece is, and timelines for creation]

Licensed Materials: [Specify the nature of the Licensed Materials, including article titles, word counts, and details about any related photos or videos]

Permitted Uses: [Specify the name of the publications where the Licensed Materials will be used, publication dates, and any other permitted uses or limitations]

License Expiration (if any): [Specify any dates when the materials may no longer be used or re-published by Publisher]

Fees and Payment Timeline: [i.e. flat fee of \$500 paid on xyz date(s)]

Credit Specifications: [i.e. Contributor's full name and preferred title]

Exclusivity Limitations: [i.e. Contributor agrees not to republish or discuss the Licensed Materials until x days following Publishers initial publication of the Licensed Materials]