

## Networked Journalism Content Agreement

The underlying intent of this agreement is to share rather than duplicate content and to leverage audiences and resources for both parties.

1. There shall be no fee due or payable to either Partner or KQED for any content, unless otherwise agreed to in writing between the parties.
2. Partner will provide mutually agreed upon content (“Partner Content”) (such as text, images, reporting, media, artwork, graphics, and/or source material) to be displayed on KQED.org and/or broadcast on KQED-FM with appropriate credit and copyright notices. KQED agrees that all rights, title and interest in any materials delivered by Partner will belong solely to Partner or any third-party from which it may have obtained the material.
3. KQED will provide training to Partner and networking opportunities with other participants in the Networked Journalism Project whenever possible.
4. KQED will provide mutually agreed upon content (“KQED Content”) (such as text, images, reporting, media, artwork, graphics, and/or source material) to be displayed on Partner’s web site/blog with appropriate credit and copyright notices. Partner agrees not to edit KQED Content without first obtaining KQED’s prior written approval which may be by email from the news director. Partner agrees that all rights, title and interest in any materials delivered by KQED will belong solely to KQED or any third-party from which it may have obtained the material.
5. KQED will provide promotion of the co-branded content in a variety of media.
6. KQED will announce the partnership in KQED promotional materials, etc.
7. Partner will assure that Partner Content meets KQED editorial standards for accuracy and fairness.
8. Partner warrants that all necessary rights and clearances have been obtained in and for any materials it provides for the uses permitted under this Agreement.
9. Partner agrees to indemnify and hold harmless KQED, its employees, officers and directors, and assigns from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys’ fees) arising out of or in any way connected with any claim that the content provided by Partner infringes any intellectual property rights or other rights of any third party.
10. Partner assumes responsibility for timely delivery within mutually agreed upon specifications.

11. Partner will work with KQED personnel to produce the Partner Content and provide regular updates to the content as mutually deemed necessary.
12. Partner grants KQED the right to use organization's name and/or logo or trademark for publicity and promotional purposes, with prior consent.
13. Partner agrees to publicize the content partnership in its organization's newsletters, advertising campaigns, member mailings, and on its site as appropriate.
14. Partner grants KQED the non-transferable right to reproduce, distribute, display, and modify the Partner Content (including for the purpose of digitizing the content and/or placing it within KQED.org site's general structure, navigation, and design, without undermining the integrity of the content), for publishing on KQED.org, and for related promotional and institutional use in a variety of media including Internet, public television broadcast, radio and print.
15. KQED grants Partner the non-transferable right to reproduce, distribute, and display KQED Content on **NAME OF SITE**. KQED further grants Partner the right to modify KQED Content solely as authorized herein or for the purpose of digitizing the content and/or placing it within **NAME OF SITE**'s general structure, navigation, and design, without undermining the integrity of the content.
16. KQED and Partner agree to promptly remove any of the other party's content from its website(s)/blogs and cease all further distribution of such content upon the other party's reasonable request.
17. It is understood and agreed that KQED shall retain final editorial control over the content that is displayed and distributed on KQED.org.
18. KQED will provide Partner with reasonably available traffic statistics for the partnered content.
19. At the conclusion of the partnership, KQED will provide a summary analysis of the project in order to fuel and inform best practices in future partnerships.

This agreement shall remain in effect until either party elects to end its participation in the partnership for any reason or no reason upon thirty (30) days written notice to the other party. After a party elects to end its participation, each party may continue to post on its website content previously provided by the other party unless and until removal is requested. The representations, warranties and indemnifications provided herein shall survive any election to end participation in the Partnership.