

The Oregonian

ESTABLISHED 1850

1320 S.W. BROADWAY PORTLAND, OREGON 97201-3499

This memorandum of understanding details The Oregonian News Network Partnership [The Partnership] project of the Oregonian newspaper. The Partnership intends to create a dynamic publishing and educational network between The Oregonian and local independent news and topic based web publications. The project is funded through a grant from American University's J-Lab, a non-profit program dedicated to news innovation and digital journalism. The Oregonian is the largest newspaper in the Pacific Northwest. Its online partner OregonLive is the Northwest's largest new site with approximately 1.5 million monthly users.

The Oregonian and OregonLive.com [The Paper] and the partner publication [The Partner] agree to pursue a mutually beneficial relationship and agree their exchanges and agreements will be pursued with forthright, diligent and good faith conduct.

Goals of the Partnership

- Increase traffic on Partner sites
- Improve quality of Partner coverage and reportage
- Increase Partner's economic sustainability
- Become an asset to journalists and readers
- Experiment with innovation in coverage, technology and business models
- Help the Paper evolve into a robust online news publication
- Explore possible business collaborations

The Paper will work to accomplish these goals, at first, by promoting partner stories and headlines on geographic specific channels within Oregonlive [ie: oregonlive.com/eugene] or through topic specific pages such as Business or Art & Culture. The Paper will work to push links to Partner stories into Google search result rankings, to highly trafficked channels inside Oregonlive and into OregonLive RSS streams. In addition, the Paper will provide Partners with continuing education opportunities and newsroom tools for the duration of this arrangement.

This memorandum with _____ represents a pilot venture of the Partnership in which _____ represented by _____ and the Paper agree to establish a range of expectations, aspirations and areas for exploration in order to establish Partnership features and practices before the official launch of the program.

Responsibilities, Liabilities and Indemnification

The Partner alone is responsible for the operation and maintenance of your site. The Partner agrees to comply with all applicable copyright and other laws. The Partner and

the Oregonian/OregonLive agree to indemnify and hold one another harmless from all claims, damages and expenses that might arise relating to the Partnership.

The Paper expects Partners to:

- Output daily original news reporting
- Uphold the Society of Professional Journalist (SPJ) Code of Ethics
See: <http://www.spj.org/ethicscode.asp>
- Uphold Partnership Standard and Practices (S&P) as currently understood (see attached S&P)
- Provide contextualized cross-linking of related content among partner sites whenever appropriate and feasible
- Promote Partnership when possible
- Share appropriate traffic data with the Partnership and the Paper for the purposes of program assessment
- Extend reasonable professional courtesy to The Paper and other Partners if opportunities to share tips, exclusives, breaking news, contacts and sources arise
- Agree that material is yours and/or your organization's own original work, or is "fair use" or creative commons material.
- You have full right and power to enter into and perform the Partnership, and have secured all third-party consents necessary to enter into this Partnership.
- Material does not and will not infringe on any third party's copyright, patent, trademark, trade secrets, proprietary rights of publicity or privacy, or other legal rights
- Material does not and will not violate any law, statute, ordinance or regulation, is not and will not be defamatory, libelous, pornographic, or obscene, and all factual assertions that you have made and will make to The Paper are true to the best of your knowledge at publication time.
- You agree to indemnify and hold The Paper, our affiliates, employees, and agents, and our users harmless from any and all damages and costs, including reasonable attorney's fees, arising out of or related to your breach of the representations and warranties described in this section.
- Partners will communicate thoroughly and clearly about possible investigative or publicly sensitive stories they intend to do that utilize newsroom database tools.

Services and Deliverables the Paper will provide

- Partner story promotion through OregonLive
- Drive significant traffic to partner sites
- Provide large group trainings focused on journalism, technological and business skills
- Host smaller workshops on investigative reporting, photography, search, multimedia, etc with Oregonian staff journalists
- Host meet and greet events with Oregonian's newsroom staff
- Provide Partners with project credentials

Areas of Aspiration

- Joint investigative or comprehensive reporting projects with Partners
- Provide newsroom 'tools' and database access such as access to the Oregonian's online archives, photo and art libraries and services such as Lexisnexis
- Business and technical partnerships such as ad hubs other tools that could bring revenue streams to the Partnership

Areas of Exploration

- Coordinate assignments and publication schedules within the Partnership
- Optimize traffic delivered to Partners (the right demographics for Partner advertisers)
- Innovative monetization models
- Promotion of Partnership in print
- Creation of online tools for coordinating coverage, crowd sourced stories and open newsroom experiments

The undersigned agrees to these conditions and expectations as of the date signed. Partnerships can be terminated at will by either the Paper or the Partner without prior notification.

The Partner

Date

The Paper

Date